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

35TH AVENUE CONDOMINIUM

135-25 Northern Boulevard
Flushing, Queens County, New York 11354

69 Residential Units	**$47,416,600**
1 Commercial Unit	**$ 6,952,500**
1 Parking Garage Unit	**$ 2,500,000**
TOTAL OFFERING	**$56,869,100**

SPONSOR
MAIN & NORTHERN PARTNERS LLC
201 46th Street, Fl.1
Brooklyn, New York 11220

SELLING AGENT
GLOBAL REAL ESTATE VENTURES GROUP, LLC
322 W 57th Street, Ste. 55K
New York, New York 10019

SPONSOR'S ATTORNEY
MORITT HOCK & HAMROFF LLP
1407 Broadway, 39th Floor
New York, New York 10018

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

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE (iv).
BECAUSE SPONSOR IS RETAINNG THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER THE PLAN HAS BEEN CONSUMMATED, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE RESIDENTIAL UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. SEE THE SPECIAL RISK SECTION OF THE PLAN. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS OF THE CONDOMINIUM UNDER THE TERMS OF THIS OFFERING PLAN. SEE SPECIAL RISK 3 OF THE OFFERING PLAN.

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

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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 purchaser are urged to read the following special risk factors in conjunction with the Plan for a discussion of these and other important aspects of this condominium offering.

1. Sponsor will endeavor in good faith to sell the Residential Units in the Condominium. However, Sponsor is retaining the unconditional right to rent rather than sell the Residential Units, upon consummation of the Plan. Because Sponsor is retaining the unconditional right to rent rather than sell the Residential Units, this plan may result in the creation of a condominium in which a majority of the Residential Units are not owned by owner-occupants or investors who are unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell the Residential Units, Sponsor's obligation is limited to entering into purchase agreements for a minimum of fifteen (15%) percent of the Residential Units, being offered for sale, which is the minimum necessary to declare the plan effective. Fifteen (15%) percent of the Residential Units being offered for sale equates to eleven (11) Residential Units. As such, owner-occupants may never gain effective control and management of the Condominium. See Section I of the Offering Plan.

2. The powers and duties necessary for or incidental to the administration of the affairs of the Condominium shall be vested in the Condominium Board. The powers and duties necessary for or incidental to the administration of the affairs of the Condominium shall be vested in the Board, as more particularly set forth in the Declaration and By-Laws. See Section XIX and XX.

3. At the first annual meeting of Unit Owners called pursuant to Section 9 of Article II a total of seven (7) Members shall be elected or designated. Two (2) members shall be elected/appointed collectively by the Commercial Unit Owners and five (5) members shall be elected by the Residential Unit Owners. The term of office of one (1) of the Commercial Unit Members shall be fixed for three (3) years, the term of office of one (1) of the Residential Members shall be fixed at three (3) years, the term of office of one (1) of the Commercial Unit Members shall be fixed for two (2) years, the term of office of one (1) of the Residential Members shall be fixed at two (2) years, and the term of office of one (1) of the Residential Members shall be fixed at one (1) year. After Sponsor's initial control period Sponsor shall retain the right to designate one (1) Member of the Board of Managers until such time as Sponsor no longer owns a Unit.

The Sponsor will have voting control and may designate a majority of the Board of Managers for a period ending (i) five (5) years from date of the closing of the first Residential Unit, or (ii) one hundred and ninety (120) days after the closing of ninety-five (95%) percent of all Residential Units in the Condominium, whichever is earlier. During the Sponsor control period, Sponsor will have voting control of the board of managers. Until the Commercial Units are sold, Sponsor will retain the right to designate one member to the Board as the Commercial Unit Owner, which is in addition to Sponsor's right to

designate a member based on Sponsor's ownership of Residential Units. Notwithstanding the foregoing, Sponsor shall not be entitled to designate a majority of the Board after the expiration of the Sponsor Control Period. See Section XIX of the Offering Plan. In the event, however, that a Sponsor controlled Board does not enforce Sponsor's obligations under the Plan, Unit Owners may have to seek other means to enforce such obligations. Notwithstanding Sponsor's control of the Board, the Board has a fiduciary duty to act in the best interest of the Condominium.

UNDER THE TERMS OF THIS PLAN, THE SPONSOR MAY NEVER BE REQUIRED TO GIVE UP CONTROL OF THE CONDOMINIUM BOARD NOR THE BOARD AND PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD. See Section XX.

4. The Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. However, subject to such authority of the Condominium Board, generally, but subject to Declaration and By-Law provisions governing the same, all determinations, which affect the Residential Section and do not (except to a de minimus extent) affect the Non-Residential Units shall be made by the Residential Board. Any dispute between the Residential Board and the Condominium Board as to which entity shall be entitled to make any determination shall be settled by arbitration in the manner provided in the By-Laws. As more fully set forth (and except as may otherwise be provided) in the By-Laws, all determinations required to be made by the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present. See Section XX.

5. Until such time as the Sponsor sells the Non-Residential Units being offered for sale, Sponsor shall have the right to elect four (4) members of the Condominium Board in addition to the rights reserved to Sponsor with respect to the election and/or designation of members of the Residential Board, and will therefore control majority vote on the Condominium Board. Residential Unit Owners shall not be entitled to vote in their capacities as Residential Unit Owners at any meeting of the Condominium Board. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment. See Sections XVIII and XIX Offering Plan.

6. Until the First Annual Meeting of the Residential Unit Owners (the "First Annual Residential Meeting"), the Board shall consist of three (3) persons designated by Sponsor.

As a result of the foregoing, there is no provision in the By-Laws that assures a majority of the Residential Board or the Condominium Board will be Residential Unit Owners, Residential Unit occupants or members of a Residential Unit Owner or Residential Unit occupant's household who are unrelated to Sponsor and its principal. There is no commitment to sell more Residential Units than fifteen (15%) percent of Residential Units (eleven (11) Residential Units) necessary to declare the Plan effective,

and the owner-occupants may not at any time gain effective control and management of the Residential Section or of the Condominium.

Until Sponsor no longer designates or elects a majority of the members of the Board, Sponsor will, through its control of the Board, be able to control the maintenance and operation of, and the services to be provided by the Board and also (subject to any General Common Charges assessed by the Condominium Board) the determination of Condominium Common Charges to be paid by all Residential Unit Owners. Notwithstanding Sponsor's control of the Common Charges, such charges will be consistent with those set forth on Schedule B.

Prospective Purchasers should be advised that Residential Unit Owners, Residential Unit occupants and non-resident Residential Unit Owners, including Sponsor, may have inherent conflicts on how the Residential Section should be managed because of their different reasons for purchasing, i.e. for us as a home as opposed to as an investment.

During the period the Sponsor controls the Board, the Board may not, without the prior written consent of Sponsor, take any of the following actions (to the extent that the same are within the powers of the Board as set forth in the By-Laws): (i) make any addition, alteration or improvement to the Residential Limited Common Elements or any Residential Units (unless required by any applicable laws, statues and ordinances (including without limitation, environmental laws, and all building codes and zoning ordinances) and the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including without limitation, the New York City Department of Buildings, the City Planning Commissions, the boards of fire underwriters or any public authority or agency having jurisdiction), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof ("Legal Requirements"); (ii) assess any Residential Common Charges for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund in respect of the Residential Section; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Residential Section, as provided for in Schedule B "Projected Budget for First Year of Operation" set forth in the Offering Plan (the "First Year's Budget"); (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Residential Closing or otherwise provide services in excess of those referred to in the Offering Plan, except as is required to reflect normal annual increases in operating services; (v) borrow money on behalf of the Residential Section or unless borrowing is approved by the owners of Residential Units representing at least seventy-five percent (75%) both in number and aggregate Common Interests of all Residential Units; or (vi) exercise any right of first refusal to lease or purchase a Residential Unit or cause the Condominium Board to exercise such right of first refusal. However, the Board may take any actions or cause the Condominium Board to take any actions, enumerated in subsections (i) through (vi) without the consent of Sponsor if, and only if such action is necessary, and no other alternative is available to comply with any legal requirements or to remedy any notice of violation entered against the Residential Section or the Building, or to comply with any

proper work by an insurer of the Residential Section or the Building, or for the health and safely (but not the general conduct or welfare) of the occupants of the Residential Section of the Building. Sponsor may not exercise veto power over expenses described in Schedule B or over expenses required: (i) to comply with applicable legal requirements; (ii) to remedy any notice of violation; or (iii) to remedy any work ordered by an insurer.

Sponsor, through its control over the Board, may not exercise veto power over expenses applicable exclusively to the Residential Section as described in Schedule B and the footnotes thereto, or over expenses required to comply with any legal requirements applicable to the Building or the Residential Section, or to remedy any notice of violation entered against the Building or the Residential Section or to comply with any proper work order by an insurer of the Building or the Residential Section. Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided in the Plan, for a period ending upon the earlier to occur of the fifth anniversary of the First Residential Closing or closing of title Residential Units representing at least seventy-five percent (75%), both in number and in aggregate Common Interests of all Residential Units, or as the Unit Owner of any one or more Non-Residential Units. See Sections XVIII, XIX and XX.

7. The Condominium will consist of sixty-nine (69) Residential Units ("Residential Units"), one (1) Commercial Unit ("Commercial Unit") and one (1) Garage Unit ("Garage Units"). The term Units in the Offering Plan will refer to the Residential Units, Garage Units and Commercial Unit unless otherwise stated. The term Non-Residential Units will refer to the Garage Units and the Commercial Unit, unless otherwise stated (see Section I of the Offering Plan). The Commercial Unit may be used for any lawful purpose, including without limitation, for office or retail and commercial purposes. The Garage Unit will be used as a parking garage. The Residential Unit Owners will not have any input or decision making over the uses or operation of the Non-Residential Units. Purchasers should note that the use of the Non-Residential Units may generate noise traffic or other annoyances over which the Residential Unit Owners will have no control. The Non-Residential Unit Owners will be obligated to pay a share of the cost of insurance and maintenance and operation of the General Common Elements Expenses reflected in Schedule B based on the percentage of Common Interest in the Building allocated to such Units. The Non-Residential Units Owners will also be responsible for the entire cost of the maintenance and operation of their respective Units and Limited Common Elements. In addition, as provided for in Section 339-m of The Real Property Law of the State of New York, The Condominium Board may also make allocations and assessments of Common Charges to the General Common Elements in accordance with submetering, contract allocations and usages (both projected and actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular units or common areas by particular Units Owners. In the event of any dispute relating to the expenses to be borne by the Non-Residential Unit Owners such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XII of the By-Laws. In addition, pursuant to Section 339-bb of the Real Property Law, a larger portion of the insurance costs may be applied to the certain Non-Residential Units, as a result of higher premiums due to the specific uses of the Non- Residential Units. Purchases should note that Non-

Residential Unit Owners and/or their tenants shall have an easement to erect, maintain and replace one (1) or more signs on the property permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be of reasonable size and shall not be located so as to unduly disturb the aesthetics of the Building See Section IX of the Offering Plan. Purchasers should refer to Schedule A, Schedule B and the Section of the Offering Plan entitled Non-Residential Units. Non-Residential Unit Owners will not have any input or decision making over the operation of the Residential Units, unless such Non-Residential Unit Owner is also an owner of a Residential Unit. See Schedules A, B and Section IX of the Offering Plan.

8. No Residential Unit Owner is permitted to make any addition, alteration or improvement (of either a temporary or permanent nature) of a structural or mechanical nature in or to the Residential Unit Owner's Residential Unit, without the prior written approval of the Board, except that Sponsor will be exempt from these provisions. See Article Seventeenth of Schedule I and Article VIII of Schedule J.

9. Sponsor is transferring its statutory obligation to pay New York State Transfer Tax of 0.4% of the Purchase Price where the consideration is less than $3,000,000 and 0.65% of the Purchase Price where the consideration is $3,000,000 or greater; New York City Real Property Transfer Taxes of one (1%) percent of the Purchase Price where the consideration is less than $500,000 and 1.425% where the consideration is $500,000 or greater.. Both taxes are considered additional consideration on which the respective tax is based. In addition, the Purchaser will be responsible for New York State Mansion Tax pursuant to Section 1402-a of the Tax Law of one (1%) percent of the Purchase Price for any Residential Unit which has a combined sales price of $1,000,000 or more.

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

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

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

The seller is required to pay the additional base tax, but here Sponsor is transferring its statutory obligation to the Purchaser. If the seller fails to pay the tax or is exempt from the tax, the Purchaser is required to pay the tax. When the Purchaser is required to pay the tax because the seller has failed to pay, the additional base tax

becomes the joint and several liability of the seller and the Purchaser. For purposes of the additional base tax, all mixed-use real property is considered residential real property. Therefore, if the consideration for the conveyance of mixed-use real property is $3 million or more, the entire consideration is subject to the additional base tax.

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

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

See Section XVI of the Offering Plan as to how the above taxes are calculated. See the Purchase Agreement set forth as Schedule D.

10. Sponsor has not been required to post a completion bond with the City of New York covering the Common Elements. See Section XVII of the Offering Plan.

11. All deposits received from Purchaser will initially be deposited into an escrow account of the law firm of Moritt Hock & Hamroff LLP (the "Escrow Agent") located at 1407 Broadway, 39th Floor, New York, New York 10018, as described in Section XII of the Offering Plan. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured. In the event Purchasers maintain bank accounts at the same bank as the Escrow Account, Purchaser funds at the escrow bank shall factor into the $250,000 insurance limit set forth above. See Section XII of the Offering Plan.

12. The first annual meeting of the Board may not be held until one (1) year after the date of the Closing of Title to the first Residential Unit in the Condominium. See Section XVIII of the Offering Plan.

13. If a Purchaser fails for any reason to Close Title after the date originally

scheduled in Sponsor's Notice of Closing or such later date (if applicable) to which Sponsor, in a subsequent Notice for Closing, adjourned the Closing, all of the Closing Apportionments shall be made as of midnight of the day preceding (i) the date originally scheduled for Closing or (ii) Sponsor's adjourned Closing Date (as the case may be). In addition, Purchaser shall pay to Sponsor at or prior to the actual Closing an amount equal to .0438% per day (which equals an annual rate of 16%) of the purchase price for the Residential Unit for each day beyond such originally scheduled or Sponsor adjourned Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Sponsor's carrying costs and other charges. Notwithstanding the foregoing, the interest rate will not exceed the maximum amount allowed under New York State Law. See Section XVI of the Offering Plan.

14. Pursuant to the terms of this Plan, the Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent of the Residential Units being offered for sale (11 Residential Units). Even if the Plan is declared effective with a minimum number of sales, it is possible if Purchasers counted towards effectiveness do not ultimately purchase a Residential Unit that, in such limited circumstances, the Sponsor may be able to close Residential Units with fewer than the minimum number of sales. In addition, in the event all purchase agreements entered into 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. Purchasers should further 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 Residential Units in a building or group of buildings be under contract 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 has not sold a substantial percentage of the Residential Units 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 a Residential Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. See Section XIII of the Offering Plan.

15. The Sponsor anticipates that the first closing of a unit will occur by July 1, 2023. Purchasers will be afforded a right of rescission if: (i) the actual date of closing of title to the first unit; or (ii) the projected date of closing of title to the first unit occurs later than June 30, 2024, 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 who enter into purchase agreements after the amendment filing date will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date. See Section XII.

Purchasers should note that even if the first closing occurs on or before June 30, 2024 (or such other date projected as the date of commencement of the operation at the time of the purchase agreement was entered into) or within the twelve-month period

thereafter, the closing of subsequent units may be substantially delayed beyond such dates if a TCO has not been issued for such units or for the floor on which such units are located. In such case, provided that sponsor is diligently pursing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligation under the Plan, Purchaser will not be entitled to a right or rescission or to make claims against the sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSIBILITY OF SUCH DELAYS IN THEIR DETERMINDATION AS TO WHETHER TO PURHCASE A UNIT. In the event however, sponsor cannot convey title to the Unit on or before twelve (12) months from the date of the purchase agreement, affected purchases will be afforded the right of rescission. See Section XII of the Offering Plan and Paragraph 5 of the Purchase Agreement in Part II of the Plan.

16. There shall be an open amenity roof terrace at building roof top of an approximately 1,600 square feet with a maximum of eight (8) occupancies for the residents. No fixed furniture shall be provided for the open roof terrace. There may be mechanical ventilations in the roof terraces area. The roof terrace shall comply according to New York City Department of Buildings Bulletin 2018-002 and shall be stated as such on the Certificate of Occupancy. See Schedule G in Part II of the Plan.

17. The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's down payment in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Residential Unit as a result of their inability to obtain a mortgage, the down payment plus the cost of any custom work ordered, will be retained by Sponsor as liquidated damages. **The obligations of a purchaser under the Purchase Agreement are not condition on obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing.** See Section XII and XV.

18. The projections for the first year of operation of the Condominium contained in the budget are only estimates and the actual expenses may vary from the amounts shown. Sponsor cannot predict whether or not utility costs, insurance rates and other expenses will increase. Sponsor makes no representation as to whether the utility rates or premium costs for the insurance or other expenses reflected in the proposed first year budget will be applicable at the time of the first Closing of a Residential Unit in the Condominium. See Schedule B, the proposed first year budget and the footnotes immediately following thereto.

If the actual or anticipated date of commencement of condominium operation is to be delayed more than six months from the budget year projected in the offering plan, the plan must be amended to include a revised budget disclosing current projections. If such amended projections exceed the original projections by 25% percent or more, the sponsor must offer all purchasers the right to rescind and a reasonable period of time that is not less than 15 days after the date of presentation to exercise the right, whether or not sponsor offers to guarantee the previous budget projection. Sponsor must return any deposit or down payment made to purchasers who rescind within a reasonable period of time. Sponsor may not declare a plan effective where there are any material changes to the budget if these changes have not been disclosed by a dully filed amendment to the offering plan. See Schedule B.

19. Purchasers should be aware that they may be living in an active construction site after. they Close Title on their Residential Unit. During this period of construction there may be dirt and debris and construction material on site, construction vehicular traffic, construction noises, unfinished areas of the Development and other inconveniences, which are normal in a community undergoing construction. Construction is estimated to be completed in November of 2023. See Schedule G of the Offering Plan.

In the event work on the project continues after a Purchaser Closes Title ‘on their Residential Unit, work shall be performed during the hours of 7:00am through 6:00pm, Monday thru Friday, in accordance with requirements of the New York City Department of Buildings and pursuant to permits issued therefore. However, Sponsor will direct construction personnel to perform light work from 7:00am to 8:00am.

Sponsor shall instruct construction personnel that the fire doors be closed at all times and shall post signs on the doors to serve as a reminder to keep the fire doors closed. Sponsor will monitor compliance with this requirement.

Construction personnel shall be required to remove all materials and equipment from the hallways and stairways. In addition, the hallways, stairways and floor landings shall be cleaned multiple times each day. Sponsor will monitor compliance with this requirement.

Sponsor will direct construction personnel to use a sign-in book upon entering and leaving the Building. Sponsor will monitor compliance with this requirement.

Sponsor will make every effort to provide advance notice of any planned disruptions in services resulting from the construction. However, no guarantee can be given that occupants of the Building will obtain advance notice of disruptions in building systems in cases of emergency outages. In addition, in order to reduce the level of dust and debris in the Building during construction, Sponsor, in accordance with the guidelines promulgated by the Department of Environmental Protections shall (i) hang plastic zip walls and drapes within the areas under construction and for the front doors of Residential Unit Owners who have requested them, (ii) use HEPA filters for air purification and (iii)

hire additional staff to clean the affected hallways twice daily, wipe down all surfaces including banisters, sills, mailboxes and call boxes twice daily and mop the fire stairwells twice each week.

20. As disclosed in the footnotes to Schedule A, Sponsor has applied for real estate tax benefits, for the Non-Residential Units under the Industrial Commercial Tax Exemption ("ICAP"). Although Sponsor anticipates obtaining ICAP benefits, Sponsor makes no guarantee that ICAP tax benefits will be granted or if granted when the abatement will commence. If approved, ICAP tax benefits may not be reflected on a Unit Owner's tax bill for at least another 10-12 months from the date of final approval. As a result Purchasers will most likely be required to pay real estate taxes for a period of time without the ICAP tax benefits. Therefore, Schedule A of the Offering Plan reflects the estimated real estate taxes for each Non-Residential Unit both with and without ICAP tax benefits. As noted, each Purchaser of a Non-Residential Unit will also pay the Sponsor 3/10ths of 1% of the sales price of their respective Unit to the Sponsor for obtaining ICAP benefits. Sponsor will use best efforts to obtain the aforementioned tax benefits; however, Purchasers should note they are purchasing with no guarantee of obtaining tax benefits. See Schedule A and Section XXII of the Offering Plan.

21. The projected real estate taxes for the first year of operation contained in 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 V, Schedule A and see also footnote 5 of the Schedule A.

22. The approximate physical dimensions of each Unit consist of the area measured horizontally from the exterior side of the exterior walls or property line and any party wall to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from any Common Element or to the Unit side of the opposite exterior walls. Each Unit will consist of the area measured vertically from the lowest concrete floor of the Units to the underside of the highest ceiling of the Units. However, any Common Element located within a Unit shall not be considered to be a part of that Unit, and all exterior spaces, which are a part of a unit are not included in the square footage count of the interior of the Unit. As such the areas are not based upon measurements from interior surfaces of interior walls, and the actual floor area comprising the Residential Unit may be significantly less than the area indicated in Schedule A. See Section V of the Offering Plan.

23. All Residential Unit Owners must notify the Board of Managers 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 Residential Unit. Each Residential Unit Owner shall install, at the Residential Unit Owner's expense, the required Window Guards in all windows of the Residential Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers or Managing Agent (if any).

24. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the Department of Buildings ("DOB"). A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or 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 a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a FCO covering the entire building within two years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two-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 Board of Managers shall be obligated to cooperate with and refrain from obstructing sponsor in these undertakings.

NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORST TO OBTAIN THE FCO WITHIN SUCH TWO-YEAR PERIOD WHILE KEEPING THE TCO CURRENT. See Section XVIII

25. Furthermore, because Sponsor and the By-laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of an FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO. Purchasers are advised to visit the DOB website for further recommendations when purchasing a Unit in a Building that does not have an FCO. A factsheet on Certificates of Occupancy is available on the DOB website at: http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

26. Purchasers should note that there is a rebuttable presumption that a variation of 5% or less in the estimated square footage of the Units shall not be considered a material adverse change that would trigger a right of rescission. Notwithstanding the foregoing, a decrease of less than five (5%) percent could be material and may require consent of any affected purchaser under contract. See Section IX of the Offering Plan.

27. The Garage Unit will be used as a parking garage. While Sponsor may own the Garage Unit, to the extent it is leased to a garage operator, the operator of the facility will determine and collect fees based upon rates to be set solely by such operator (subject to any applicable laws) and will establish such rules and regulations governing the availability and priority of spaces and the general operation of the garage as such operator may deem appropriate. It is anticipated the commencement of the Garage Unit will be July 1, 2023. See Section IX.

The garage shall be an attendant parking with a vehicular elevator accessing cellar and second floor roof from building frontage. The drop-off zone shall be located on first floor garage entrance. The vehicles shall be dropped off at ground level garage entrance and shall be parked by the parking attendant. Locations of the residential, commercial and ADA parking are adaptable ascribed by parking attendant having twenty-four-hour service. The parking garage height shall be in accordance with ADA van parking requirements. There shall be three (3) standard ADA parking stall and one (1) ADA van parking located on second floor garage level. Second floor roof parking shall contain fifteen (15) double stackers shall be on the open roof, two double stackers shall be at partial opened and covered area, six (6) double stackers shall be under the building cover and four (4) single ADA parking shall be under building cover. Second floor roof parking shall be unconditioned space with open to outside air circulation. Parking stackers shall be by manufacture Parkmatic. The forty-nine (49) parking are required for the residential parking and commercial parking shall not be required as per NYC Zoning Resolutions.

The garage shall contain ninety-eight (98) parking for both commercial and residential use as accessory to the building units only and not as a commercial parking garage. The parking spaces and dimensions shall be in accordance with NYC Zoning Resolutions and New York City Department of Building approval. The individual parking spaces will be made available to building occupants, tenants and/or guests, on a first come first served basis. Parking spaces may be rented to non-residents / users of the building (the general public), for periods of not less than one week and not more than one month (30 days).

Sponsor makes no representation whatsoever regarding the rates to be charged to Unit Owners or the availability of such parking spaces on a monthly, reserved or any other basis. In addition, even to the extent available, no representation is made with respect to the expected date of completion or opening of such facility and as a result, parking may not be available at and for a period of time following the closing of title to any Unit.

The Garage Unit may be used for any lawful purpose, including, without limitation, for garage and utility purposes. The Board will have no right to restrict or limit any of the uses of, or alterations in or to the Garage Units, which are permitted by law and applicable zoning ordinances, except as otherwise set forth in the By-Laws and Declaration. However no representation or warranty is made with respect to such initial or any subsequent uses of such Garage Units or with respect to who the owner or tenant(s) of a Garage Unit may be at any time. See Section IX.

28. Should Purchaser bring an action against Seller in any court of proper jurisdiction (including small claims court), the Purchase Agreement contains a clause requiring that disputes regarding the disposition of deposits, down payments, or advances received by Sponsor be submitted to arbitration. The arbitration forum shall be the American Arbitration Association. Purchasers shall be required to bear the costs of any arbitration, including compensation of the arbitrator(s), if Sponsor is the prevailing party. Additional details, if any, concerning the arbitration clause, may be found in the Procedure To Purchase Section of the Plan and Purchase Agreement.

Purchaser and Seller hereby waive trial by jury in any action, proceeding or counterclaim arising out of this Purchase Agreement, provided such waiver is not prohibited by any laws of the State of New York. Any action or proceeding brought by either party hereto against the other, directly or indirectly, arising out of this Purchase Agreement, shall be instituted in a court in Kings County and all motions in any such action shall be made in Kings County. If arbitration is used to resolve a dispute herein, the arbitrator will be an independent third party not related to any party in the dispute.

Disputes regarding the disposition of deposits, down payments, or advances received by Sponsor shall be submitted to arbitration. The Purchase Agreement requires arbitration of disputes concerning the disposition of escrowed funds. Purchaser should be advised of the following:

1) the arbitrator will be neutral and independent of the Sponsor and its principal(s);

2) the arbitration forum shall be the American Arbitration Association and the arbitrator selected shall be agreed upon by the parties;

3) that the arbitration will take place in the County of Kings County, New York;

4) the parties to the Purchase Agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed;

5) arbitration awards are generally final and binding, and that a party's ability to have a court reverse or modify an arbitration award is very limited, see New York Civil Practice Law and Rules § 7511;

6) the ability of the parties to obtain documents, witness statements and other discovery may be more limited in arbitration than in court proceedings;

7) the arbitrators may not have to explain the reason(s) for their award;

8) the rules of some arbitration forums may impose time limits for bringing a

claim in arbitration;

9) New York law does not authorize the filing of a notice of pendency based on ongoing arbitration proceedings, unlike litigation;

10) the rules of the American Arbitration Association may be found at: www.adr.org/Rules;

11) Purchasers shall be required to bear the costs of any arbitration, including compensation of the arbitrator(s), if Sponsor is the prevailing party. Additional details, if any, concerning the arbitration clause, may be found in the procedure to purchase section of the plan and Purchase Agreement; and

12) that the deposit shall not be released from escrow until at least 90 days has elapsed from the issuance of a final arbitration award (see CPLR § 7511). If the purchaser brings a proceeding pursuant to CPLR § 7511 to vacate the award, the funds must remain in escrow until that proceeding is finally adjudicated.

See Section XII of the Plan.

29. Purchasers should note that although the Housing Merchant Implied Warranty does not apply to this project, the Sponsor remains obligated, at a minimum, to construct the premises in accordance with all applicable codes and filed plans and specification. In view of the fact the Condominium will consist of a Building containing more than five (5) stories the Housing Merchant Implied Warranty Law contained in Article 36-B of the General Business Law is not applicable. Notwithstanding said fact, the Sponsor will correct any defects in the construction of the Residential 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, as may have been changed by Sponsor from time to time provided that it is notified of such defects in writing by certified mail within one (1) year from the date of Closing of Title to the Residential Unit in which the alleged defect exists ("Limited Warranty"). If a defect occurs in an item which is covered by this warranty, the Sponsor or Sponsor's contractors will (a) repair or (b) replace the defective item. The choice between repair or replacement is strictly the Sponsors. Sponsor's obligation, regardless of any limitations in the warranty or in the Offering Plan, is to construct the premise sin accordance with all applicable codes and filed plans and specifications, and any conflict between the disclaimers and the Sponsor's obligation to construct the premises in accordance will all applicable codes and fled plans and specification shall be resolved in favor of the latter. See Section XVII.

30. Purchasers should note that prior to first closing, the entire building will be insured by the Sponsor; after the first closing, the entire building will be insured by the condominium. A person in possession who is not an owner cannot insure a Unit as he or

she has no ownership interest, and the Unit cannot be doubly insured. Any person who takes possession prior to closing shall assume the risk of losses not covered by insurance.

31. Purchasers should note that if a Purchaser fails to appear and close title in accordance with this Purchase Agreement on the date and at the time and place stated in Seller's Notice for Closing, or if Purchaser fails to observe or perform any other thing to be observed or performed by Purchaser under this Purchase Agreement, Seller may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default, **time being of the essence**. See Paragraph 21 of the Purchase Agreement in Part II of the Offering Plan.

32. Purchasers should note that it shall be an express condition of closing of title that the Purchaser sign the form contained in Part II which will enable the Escrow Agent to release the escrow funds.

Purchasers should further note as a special risk, that although all funds received by Sponsor for upgrades or extras to a Residential Unit will initially be placed in the escrow account, such funds may be released from the Escrow Account without the requirements outlined below as long as the Sponsor uses the funds for such upgrade or extra. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds paid to the Sponsor for upgrades or extras to the extent expended. Notwithstanding the foregoing, in the event Sponsor abandons the Offering Plan, Sponsor will be obligated to return any funds paid for upgrades or extras. See Section XII of the Offering Plan.

33. Purchasers should note that at each Closing the Sponsor will collect as amount equal to two (2) months Common Charges from each Purchaser to be paid to the Condominium as initial working capital. In addition, the Condominium budget includes a Reserve Fund, as reflected in the proposed first year budget for the Condominium, to be used for major capital replacements or repairs. See Sections XXV and XXVI of the Offering Plan.

34. The Non-Residential Unit may be used for any lawful purposes permitted under the local zoning code, including, without limitation, for the initial intended uses set forth in the Offering Plan. Furthermore, nothing contained in the Declaration shall prohibit the division or consolidation of any Non-Residential Unit(s) and Common Interest appurtenant thereto, including but not limited to a change in the number of rooms. In no case, however, may such division or consolidation result in a different percentage of Common Interest for the total of the new Non-Residential Unit(s) than existed for the total of the original Non-Residential Units(s) before division or consolidation. See Section IX of the Offering Plan.

35. On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code,

including the taxes and deductions related to homeownership. Accordingly, the tax information and projections disclosed in this offering plan may be inaccurate because such are based on federal tax law as it existed prior to 2018. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes.

Purchasers should not rely on any representations in this offering plan addressing taxes without first consulting a tax expert. See Section XXIII of the Offering Plan.

36. The Sponsor will not enter into interim leases with Purchasers for Residential Units prior to closing. In no event shall Purchaser take possession of the Residential Unit prior to the time of the delivery of the deed, nor shall Purchaser enter the Residential Unit or have his or her contractors or agents enter the Residential Unit to perform work prior to closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain the funds being held in escrow to a maximum of ten (10%) percent of the sales price plus the cost of extras ordered, as liquidated damages. Purchasers should refer to Paragraph 22 of the Purchase Agreement. See Section XI of the Offering Plan.

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

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

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

Smoking is PROHIBITED within individual apartments and on the terraces,

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

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

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

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

38. Sponsor has obtained financing (the “Building Loan”) from S3 RE Funding III LLC, a Delaware limited liability company (“Lender”), having an address at 535 Madison Avenue, 19th Floor, New York, New York 10022, which has enabled Sponsor to purchase and update the Development. The Sponsor will be obligated to pay off and otherwise comply with the terms of the Building Loan on the entire Condominium. After the recording of the Declaration and before the closing of title to the first Unit, any Building Loan mortgage will be satisfied or released. Therefore, the lender will set a release price for Unit so that Sponsor can pay-off such amount of the underlying mortgage with the sale of the Unit. In addition, before the closing of title to the first Unit, all liens and mortgages affecting the Condominium shall be paid and satisfied or the Unit being conveyed and its appurtenant Common Interest shall be released therefrom by partial release duly recorded. In order to obtain partial releases, the Lender will require that the Sponsor pay a release price on the sale of each Unit, until the loan is repaid in full. Such minimum release price shall be determined prior to the closing of a Unit and be based on the total outstanding loan at that time. This portion of the loan will not be added to the Purchase price, but rather Sponsor may use the proceeds from such sale to pay towards the underlying mortgage. Therefore, there will be no resulting costs from Sponsor’s Building Loan added to Purchaser’s individual mortgage, and no delay to the closing of title to a Unit due to the underlying mortgage.

Purchaser shall not be obligated to pay any adjournment fee as a result of a delay caused by any assignment/consolidation of Sponsor’s construction loan. The terms of the Construction Loan contemplate the project as a “for-sale” condominium project.

At the time of conveyance of the first Unit, each mortgagee will either:

(i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units;

(ii) subordinate the lien of its mortgage to the declaration of condominium; or

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

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

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

39. There shall be no lot line windows. However, certain windows on the West façade are an insufficient distance from the property line to be used for natural light and ventilation. There shall be a window size of 36"x84" in residential unit line 3G to 11G on West façade which shall be approximately 12.11-feet from the side property line. These windows are permitted and are not required for light and air ventilation and shall conform with NYC building code table 705.8. The size and location of windows shall comply with light and air requirement as per NYC building code.

40. Local Law 11 of 1998, known as "Façade Inspection Safety Program" (FISP) shall be applicable to this building. This program shall require the owner of the building greater than six stories to have the building's exterior walls and appurtenances inspected once every five years and file a technical report to the Department of Buildings (DOB). The report for this building shall be filed five years from the date the first Temporary Certificate of Occupancy or Certificate of Occupancy is issued. The report shall include an executive overview that shall consist of a summary of findings and recommendations, a concise statement of the scope of the inspection and findings, the conclusions and recommendations and a determination as to whether the building is categorized as "safe", SWARMP", or "unsafe". The detailed inspection and reporting requirements, as well as additional law updates, will contain in RCNY 103-04 Periodic Inspection of Exterior walls and Appurtenances of Buildings. The Condominium Board will retain a structural engineer and the condominium is responsible for the costs.

The methods used to examine the building must permit a complete inspection of the use of a scaffold or other observation platform is preferred, but the QEWI may use other methods of inspection as he/she deems appropriate. The use of drones, high

resolution photography, non-destructive testing, or other similar methods does not eliminate the requirements for close-up inspections. The QEWI must file with the Department a written report describing the result of the critical examination, clearly documenting all conditions noted during the inspection and stating that the inspection was performed and completed in accordance with FISP requirements. The report must include an executive overview that consists of a summary of findings and recommendations, a concise statement of the scope of the inspection and findings, the conclusions and recommendations and a determination as to whether the building is categorized as" safe", "SWARMP", or "unsafe".

A description, classification, and mapping of each significant condition observed including deterioration and any movement detected and the apparent water-tightness of the exterior surfaces. The description must also include a list of all the exterior appurtenances and their condition. Each condition must be classified as safe, unsafe or SWARMP. If the building is classified as unsafe or SWARMP, the report must include the locations and descriptions of all unsafe or SWARMP conditions. If unsafe conditions are noted, the report must recommend the types and location of public protection. Photographs must be labeled and the report must include key plans, key elevations and locator drawings documenting these conditions.

If a building is categorized as SWARMP:

A. The recommended time frame for such repairs or maintenance to be performed, which must indicate the date by which the work must be performed (MM/DD/YYYY) to prevent the conditions from becoming unsafe and not the date on which work is planned or scheduled; and

B. Time frames of less than one (1) year, "ASAP" or "immediately," shall not be accepted.

If a building is categorized as unsafe:

A. The QEWI must provide a recommended time frame for repairs to be performed to bring the building to SWARMP or safe status, and must indicate the date by which the work will be completed (MM/DD/YYYY); and

B. Time frames of more than five (5) years will not be accepted.

35TH AVENUE CONDOMINIUM
PLAN OF CONDOMINIUM OWNERSHIP

I. INTRODUCTION

This is an Offering Plan (the "Plan") for the sale of sixty-nine (69) Residential Units (the "Residential Units"), one (1) Commercial Unit and one (1) Parking Garage Unit in a Condominium to be known as 35th Avenue Condominium located 135-25 Northern Boulevard, Flushing, New York 11354.

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

The Plan may be amended at any time and from time to time provided that the amendment is duly filed with the Department of Law of the State of New York and is served on purchasers and Residential Unit Owners.

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

The Sponsor of the Offering Plan is Main & Northern Partners LLC. Sponsor acquired the property by deed December 10, 2021. The prior use of the property was a commercial real estate prior to Sponsor acquiring the property.

The Sponsor will be the owner of the Non-Residential Commercial Unit and Parking Garage Unit until the Sponsor conveys the Units to an owner(s), upon a sale of same. The Commercial Unit and Parking Garage Unit Owners will be responsible to pay common charges in accordance with such Unit Owner's percentage of Common Interest. The common charges payable by the Commercial Unit and Parking Garage Unit Owners are sufficient to cover the expenses fairly attributable to such Unit. The Commercial Unit may only be used for Commercial uses.

Sponsor will endeavor in good faith to market and sell the Units in the Condominium, however, Sponsor is retaining the unconditional right to rent rather than sell the units after consummation of the Offering Plan. Because Sponsor is retaining the unconditional right to rent rather than sell the Units this Plan may result in the creation of a condominium in which a majority of the Units are not owned by owner-occupants or investors who are unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more Units than the fifteen (15%) percent necessary to declare the plan effective (11 Residential Units) and owner-occupants

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

There are a variety of model types of Residential Units. See Schedule G for a detailed description of different type of models. The Closing of Title to the first Residential Unit is estimated to occur on or about July 1, 2023, subject to weather conditions and other factors beyond Sponsor's control. The land and all improvements to be erected thereon are hereinafter referred to as the "Community", the "Condominium" or the "Development".

The Condominium will consist of sixty-nine (69) Residential Units (the "Residential Units"), one (1) Commercial Unit and one (1) Parking Garage Unit located in a twelve (12) story building with cellar. The Condominium will consist of a total lot area of approximately 10,469 square feet.

The Parking Garage Unit shall be an attendant parking with a vehicular elevator accessing cellar and second floor roof from building frontage. There shall be single stall parking and parking in triple and double stackers by manufacture Parkmatic. The one hundred (100) parking spaces and dimensions shall be in accordance with NYC Zoning Resolutions and New York City Department of Building approval.

There shall be an open amenity roof terrace at building roof top of an approximately 1,600 square feet with a maximum of eight (8) occupancies for the residents. No fixed furniture shall be provided for the open roof terrace. The bicycle storage room of approximately 246 square feet with forty (40) parking stalls shall be located on second floor. The bicycle storage room shall be locked at all times and shall be given access only to unit owners who purchased the bicycle storage.

Sponsor has obtained financing (the "Building Loan") from S3 RE Funding III LLC, a Delaware limited liability company ("Lender"), having an address at 535 Madison Avenue, 19th Floor, New York, New York 10022, which has enabled Sponsor to purchase and update the Development. The Sponsor will be obligated to pay off and otherwise comply with the terms of the Building Loan on the entire Condominium. After the recording of the Declaration and before the closing of title to the first Unit, the lender will set a release price for Unit so that Sponsor can pay-off such amount of the underlying mortgage with the sale of the Unit. In addition, before the closing of title to the first Unit, all liens and mortgages affecting the Condominium shall be paid and satisfied or the Unit being conveyed and its appurtenant Common Interest shall be released therefrom by partial release duly recorded. In order to obtain partial releases, the Lender will require that the Sponsor pay a release price on the sale of each Unit, until the loan is repaid in full. Such minimum release price shall be determined prior to the closing of a Unit and be based on the total outstanding loan at that time. This portion of the loan will not be added to the Purchase price, but rather Sponsor may use the proceeds from such sale to pay towards the underlying mortgage. Therefore, there will be no resulting costs from Sponsor's Building Loan added to Purchaser's individual mortgage, and no delay to the closing of title to a Unit due to the underlying mortgage.

Purchaser shall not be obligated to pay any adjournment fee as a result of a delay caused by any assignment/consolidation of Sponsor's construction loan. The terms of the Construction Loan contemplate the project as a "for-sale" condominium project. Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent (eleven (11)) of the Units being offered for sale.

At the time of conveyance of the first Unit, each mortgagee will either:

(i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units;
(ii) subordinate the lien of its mortgage to the declaration of condominium; or
(iii) release its lien on the condominium unit being conveyed and its interest in the common elements.

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

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

As in the ownership of a private one-family home, the Purchaser of a Unit in a Condominium (the "Unit Owner") owns the Unit in fee simple absolute and is entitled to exclusive possession of the Unit. Each Purchaser will also own an undivided interest in and right to use the General Common Elements and an exclusive right to use any Limited Common Elements that pertain to the individual Unit or Units. All Unit Owners will own in common the roof and all of the land and improvements located outside of the Units. Any portion of the exterior facade that is included in the measurement of a Residential Unit will be the responsibility of the Condominium to maintain, repair and replace as necessary. All portions of the exterior facade that are not included in the measurement of a Residential Unit will be a General Common Expense of the Condominium.

The square footage of a Unit set forth in the floor Plans, Schedule A to the Offering Plan and Schedule B to the Condominium Declaration, are approximate and are based upon the following method of tabulation: Each unit shall be measured horizontally from the exterior side of the exterior walls or property line of any party wall to the centerline of the partitions separating one unit from another unit, or separating one unit from any common element or to the unit side of the opposite exterior walls. Each unit shall consist of the area measured vertically from the finished floor of the units to the underside if the highest ceiling of the units.

However, any common element located within a unit shall not be considered to be a part of that unit, and all exterior spaces which are a part of a unit are not included in the square footage count.

Any equipment or fixtures described in the Offering Plan as being part of a Residential Unit are included in the offering prices set forth herein.

Any doors or windows which open from the Unit or area appurtenant to the interior of the Unit shall be deemed part of the Unit. No Unit Owner shall be deemed to own the supporting columns, pipes, wires, conduits or other public lines running through the Unit which are utilized for or serve more than one (1) Unit.

The Common Elements are described as follows:

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

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

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

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

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

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

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

7. The two (2) elevators servicing the Building;

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

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

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

11. Any vehicular drop-off driveway that services the entire Condominium; and

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

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

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

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

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

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

(d) All stairs, stairways, common hallways which are not located wholly within a Residential Unit and entrances and exits to and from the

Condominium other than entrances to the individual Residential Units which service solely the Residential Area of the Building;

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

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

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

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

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

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

(k) The Residential lobby;

(l) The roof terrace located on rooftop;

(m) The refuse chutes that service only the Residential Units;

(n) The bicycle storage room located on the second floor;

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

The Residential Restricted Common Elements servicing the Residential Units shall be maintained, repaired and replaced by the Residential Unit Owners. The cost of any such maintenance, repair and/or replacement shall be allocated to all Residential Unit Owners based upon their Residential Percentage of Common Interest, as set forth in Schedule A. Although the cost of repairs and replacements to Residential Restricted Common Elements

shall be borne by the Residential Unit Owners, the Board shall be charged with performing all maintenance, repairs and replacements. Notwithstanding the foregoing, the cost for maintenance, repair and/or replacement of Residential Restricted Common Elements that are part of the structural components serving the entire Condominium will be borne by all Unit Owners according to their percentage of Common Interest in the Condominium.

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

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

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

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

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

3. Garage Unit Restricted Common Elements – The following portions of the Common Elements shall be Restricted Common Elements for the exclusive use of the owner of the Garage Units and are herein sometimes collectively referred to as the “Garage Unit Restricted Common Elements” or “Garage Unit Limited Common Elements”:

(a) The entrances to and exits from a Garage Unit;

(b) The driveway(s) leading to the entrance of a Garage Unit;

(c) The equipment and facilities serving only the Garage Units if located outside a Garage Unit and all other apparatus, installations, systems equipment and facilities in the Condominium (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit exclusively the Garage Units;

(d) Any portion of the roof that services a Garage Unit exclusively;

(e) All foundations, footings, columns, girders, beams, supports, floor slabs and ceilings that are not part of the Garage Units and any interior load bearing walls that are not part of a Garage Unit and that service a Garage Unit exclusively;

(f) All parts of the exterior walls and facades that service a Garage Unit exclusively;

(g) All stairs, stairways, hallways which service a Garage Unit exclusively;

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

(i) All sewer pipes and drainage pipes and facilities that service a Garage Unit exclusively;

(j) All mechanical equipment, refuse rooms, utility meters, storage areas, if applicable that service the Garage Unit exclusively;

(k) Any heating, cooling or other mechanical system located in the Common Elements servicing the Garage Unit exclusively;

(l) Any intercom system that services a Garage Unit exclusively;

(m) Any refuse chutes that service a Garage Unit exclusively;

(n) Any compactor that services a Garage Unit exclusively;

(o) Any vehicular drop-off driveway that services a Garage Unit exclusively; and

(p) The Car elevator, which exclusively service the Garage Unit.

(q) All other parts of the Condominium and all apparatus and installations existing in the Condominium for the exclusive use of a Garage Unit Owner.

The Garage Unit Restricted Common Elements servicing the Garage Units shall be maintained, repaired and replaced by the Condominium Board and the cost of any such maintenance, repair and/or replacement, shall be allocated to the Garage Unit Owners based upon their Garage Unit Percentage of Common Interest, as set forth on Schedule A. Although the cost of repairs and replacements to Garage Unit Restricted Common Elements

shall be borne by the Garage Unit Owners, the Board of Managers shall be charged with performing all maintenance, repairs and replacements. Notwithstanding the foregoing, the cost for maintenance, repair and/or replacement of Garage Unit Restricted Common Elements that are part of the structural components serving the entire Condominium will be borne by all Unit Owners according to their percentage of Common Interest in the Condominium.

4. Commercial Unit Restricted Common Elements – The following portions of the Common Elements shall be Restricted Common Elements for the exclusive use of the owners of the Commercial Unit and are herein sometimes collectively referred to as the "Commercial Restricted" or "Limited Common Elements":

(a) The Commercial Unit lobby;

(b) The equipment and facilities serving only the Commercial Area if located outside a Commercial Unit and all other apparatus, installations, systems equipment and facilities in the Condominium (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit exclusively the Commercial Unit;

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

(d) All parts of the exterior walls and facades that service the Commercial Area;

(e) All stairs, stairways, hallways which service the Commercial Area;

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

(g) All sewer pipes and drainage pipes and facilities that service the Commercial Area;

(h) All mechanical equipment, refuse rooms, utility meters, storage areas, if applicable, that service the Commercial Area;

(i) Any heating, cooling or other mechanical system located in the Common Elements servicing the Commercial Area;

(j) Any intercom system that services the Commercial Area;
(k) Any refuse chutes that service the Commercial Area; and

(l) All other parts of the Condominium and all apparatus and installations existing in the Condominium for the exclusive use of the Commercial Unit Area.

C. Provisions Applicable to All Common Elements -

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

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

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

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

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

A Unit Owner is required to pay monthly Common Charges assessed by the Board for the operation and maintenance of the Condominium pursuant to Sections 339(i) and (m) of the New York Condominium Act. The Percentage of Residential Common Interest determines the amount a Residential Unit Owner will pay for Common Charges, based on the Residential Budget. With respect to the Condominium Budget and allocation of Common Charges payable by all Units, the Sponsor has created a special allocation of Common Charges upon anticipated usage by each area of the Condominium. The special allocation of Condominium Budget Common Charges is set forth in the footnotes to Schedule A. The Commercial Unit Owners, who will receive in certain instances greater or fewer services

from the Condominium, will bear a properly allocated share of the expenses of the Condominium, all as described in Schedules A, and B of the Plan and Article 6 of the By-Laws. The estimated Common Charges for each Unit for the projected First Year of Condominium Operation are set forth in Schedule A. Monthly Common Charges may commence with the Closing of the first Residential Unit which is expected to occur on or about July 1, 2023, however, see Section XX of the Offering Plan as to the right of the first Board of Managers to commence the collection of Common Charges at a subsequent date. In addition, each Unit Owner is responsible for maintenance and repair to their own Unit, and all insurance coverage to their Unit.

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

A Unit Owner, upon acquiring title to the Unit, will be obligated to comply with the Declaration of Condominium, By-Laws and Rules and Regulations and any other requirements of the Board.

There is no restriction upon ownership of a Residential Unit. Occupancy of a Residential Unit, however, may only be for residential purposes as described in Section XX of the Offering Plan. Each sold or leased Residential Unit may be used only as a residential dwelling and any other incidental home occupation permitted by law and for other purpose and shall be occupied in accordance with the laws prohibiting overcrowding and the requirements of the Condominium documents. Residential Units can be sold by a Residential Unit Owner, provided that the Residential Unit Owner is not in arrears on the payment of Condominium Common Charges (except where the payment of such unpaid Common Charges are paid by the Grantee or provided for out of the proceeds of the sale), subject to restrictions contained in the mortgage, if any, covering their Residential Unit and subject to notice to the Board within thirty (30) days of the execution of a Purchase Agreement advising the Board the name and address of the Purchaser. A Residential Unit Owner is free to make a gift of the Residential Unit to anyone during the Residential Unit Owner's lifetime or to devise the Residential Unit Owner's Residential Unit by will, or to have it pass by intestacy without any restriction. No Residential Unit can be sold without a simultaneous sale of the undivided interest in the Common Elements.

Each Residential Unit Owner can sell their Residential Units to whomever they desire. Residential Unit Owners may lease their Residential Units subject to the conditions contained in Section XXI of the Offering Plan. The Board does not have a right to approve or disapprove purchasers.

There is no limit on the number of owners or investors that may purchase Residential Units for investment, rather than for personal occupancy. As such, there may always be a substantial percentage of owners who are non-residents of the Condominium.

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

The Purchase Agreement is not conditioned upon a Purchaser securing satisfactory mortgage financing. Obtaining a mortgage shall be the sole responsibility of each Purchaser. In no event will the Sponsor be obligated to return a Purchaser's down payment in the event a Purchaser is unable to obtain a mortgage. In addition, the Purchase Agreement will remain in full force and effect and Purchaser will be obligated to pay the balance of the purchase price at Closing regardless of the availability of financing. In the event a Purchaser does not Close Title to the Residential Unit as a result of their inability to obtain a mortgage, the down payment plus the cost of any custom work ordered, will be retained by Sponsor as liquidated damages. **The obligations of a purchaser under the Purchase Agreement are not condition on obtaining financing. Any prospective purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing.**

Residential Unit Owners may mortgage their Residential Unit upon or after they acquire title to the Residential Unit in whatever amount and under whatever terms they can obtain. Any Residential Unit Owner who mortgages their Residential Unit will be required to provide the Board with the name and address of the mortgagee within thirty (30) days of the issuance of the mortgage.

Any Residential Unit Owner may, also, grant a purchase money mortgage to a Purchaser of the Residential Unit. A Residential Unit Owner may mortgage their Residential Unit only if all arrears for Common Charges, if any, are paid in full at the closing of the mortgage.

Primary responsibility for operating the Condominium rests with the Condominium Board whose members are elected by the Unit Owners. See Schedule J, Article III in Part II of the Plan. As more particularly set forth in the Declaration and By-Laws, the operation of the Residential Section will be vested in the Board. Matters that solely affect Residential Units and/or Residential Unit Owners will be determined by members of the Board for information concerning Sponsor's initial control of the Board, see Section XVIII of the Offering Plan.

Each Unit Owner, upon obtaining title, will automatically have one vote at all meetings of the Unit Owners for each of the Units owned by them.

Each Unit will be taxed separately for real estate tax purposes and may be separately mortgaged. Therefore, no Unit Owner is liable for the payment of real estate taxes or mortgage payment on any other Unit. In the opinion of Counsel, a Residential Unit Owner is presently entitled to deductions for income tax purposes for the Residential Unit Owner's payments for real estate taxes on the Residential Unit. In addition, provided the Residential Unit will be the Purchaser's principal residence or one other residence selected pursuant to Section 163(h)(5)(A)(i)(II) of the Internal Revenue Code of 1986, a Residential Unit Owner may also deduct on their income tax the interest on the mortgage procured to finance the purchase of their Residential Unit. See Section XXII of the Offering Plan. Purchasers are advised to consult their own tax consultant regarding the tax implications of their purchase.

Fire and liability insurance covering the Common Elements are included with other items as part of the Common Charges but fire and liability insurance for the Purchaser's personal effects and the interior of the Residential Unit must be carried by the individual Purchaser. Common Charges for the Residential Units are levied in proportion to the Percentage of Interest in the "Residential Area of the Condominium" appurtenant to each Residential Unit as reflected in Schedule A. For possible increases in Common Charges upon default in payment by a Residential Unit Owner see Section XIX of the Offering Plan. Each Residential Unit Owner is responsible for the cost of their own interior repairs and decoration in their Residential Unit after Closing.

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

All prospective Purchasers will be charged a $100 refundable fee at such time as they receive a copy of the Offering Plan for review. This Offering Plan contains all of the material terms of this transaction. Parts I and II along with Parts A, B, C and D of the Exhibits submitted along with the Offering Plan together constitute the entire Offering Plan. Copies of the Plan and Parts A, B, C and D of the Exhibits will be available for inspection by prospective Purchasers and their attorneys without charge and for copying at a reasonable charge at the Condominium site whenever the onsite sales office is open and at the office of the Sponsor, as well as the Department of Law, 28 Liberty Street, New York, New York 10005.

There are no restrictions on who may purchase a Residential Unit in the Condominium, except that this offer is made only to persons over eighteen (18) years of age.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT TO PURCHASE A CONDOMINIUM UNIT.

II. DEFINITIONS

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

1. "Board" – The Board of Managers of the Condominium. The affairs of the Condominium will be governed by the Condominium Board.

2. "Board Member" or "Member" – Each individual representative elected, designated or appointed to the Board of Managers.

3. "Buildings", The one (1) building, which includes the Residential Area and Non-Residential Area of the Building.

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

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

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

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

8. "Common Charges" – Each Unit Owner's proportionate share of Common Expenses of the Condominium.

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

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

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

   (b) "Residential Limited Common Elements" are Common Elements which are for the exclusive use of all Residential Unit Owners.

(c) “Residential Unit Restricted Common Elements” are Common Elements which are for the exclusive use of an individual Unit Owner or Owners.

(d) “Garage Unit Restricted Common Elements” are Common Elements which are for the exclusive use of a Garage Unit Owner.

(e) “Commercial Limited Common Elements” are Common Elements which are for the exclusive use of an individual Commercial Unit Owner or Owners.

(f) “Commercial Unit Restricted Common Elements” are Common Elements which are for the exclusive use of an individual Commercial Unit Owner or Owners.

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

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

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

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

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

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

13. “Condominium” – 35th Avenue Condominium, which includes the Unit Owners, the Units and the Common Elements.

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

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

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

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

18. “Garage Area” – The area of the Condominium containing the Garage Units.

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

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

21. “Non-Residential Area” or “Non-Residential Section” – The area of the Condominium consisting of the Garage Area and Commercial Unit.

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

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

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

25. “Residential Area” – The areas of the Buildings containing the Residential Units, General Residential Units Limited Common Elements and Individual Residential Unit Limited Common Elements.

26. “Residential Elevator” – The two (2) elevators servicing the Residential Area of the Building.

27. “Sponsor” – Main & Northern Partners LLC, a New York limited partnership and its successors, assigns and designees.

28. “Unit” – A Unit includes all the Units in the Condominium. The Units are divided as follows:

    (a) “Commercial Units” – The Units designated as a Commercial Unit in the Declaration of Condominium which may be used for any lawful purposes, including without limitation, for medical or health related purposes.

    (b) “Garage Units” – The Units designated as the Garage Units in the Declaration and to be used as a parking garage.

    (c) “Residential Units” – The Units designated in the Declaration of Condominium for residential use.

    (d) “Non-Residential Units” – The Garage Units, Commercial Unit and Commercial Units.

29. “Unit Owner” – A Unit Owner includes all the Unit Owners in the Condominium. Unit Owners are described as follows:

    (a) “Residential Unit Owner” – The Owner of a Residential Unit.

    (b) “Garage Unit Owner” – The Owner of a Garage Unit.

    (c) “Commercial Unit Owner” – The Owner of the Commercial Unit.

    (d) “Non-Residential Unit Owner” – The Owner(s) of the Garage Units, Commercial Unit and Commercial Units.

30. “Unsold Unit” – Any Unit in which title is retained by the Sponsor and any successors or assigns until such time as the same has been sold and title conveyed to a third party. It shall not include a Residential Unit which is used for personal occupancy of the Sponsor, any of its principals or any of its successors or assigns or designees.

III. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

Location/Improvements/General Description

The Condominium is located at 135-25 Northern Boulevard, Flushing, New York 11354. There are no interior roadways in or on the Condominium Property.

The Condominium, as fully developed will consist of sixty-nine (69) Residential Units, one (1) Commercial Unit and one (1) Garage Unit. The Residential Units are located on floors 3 through 12 in the Building. There will be two (2) passenger elevators and one (1) vehicular elevator in the building.

There shall be an open amenity roof terrace at building roof top of an approximately 1,600 square feet with a maximum of eight (8) occupancies for the residents. No fixed furniture shall be provided for the open roof terrace. All Model Units A, B, C, F and G have balconies, Unit 12F has a Terrace; D and E Unit models do not have a balcony or terrace.

There are multiple types of Units. The types and number of rooms, layouts and variations of the Units are set forth in the Description of Property Report in Part II of the Plan. The building plans are available for inspection at the Sponsor's office.

Any equipment, appliances, fixtures and partition walls described in the Offering Plan as being part of a Unit, are included in the offering prices set forth herein.

The Units, the Buildings containing them and all other improvements will comply with all applicable rules, regulations, laws, and other requirements of all governmental authorities having jurisdiction thereof, including those governing zoning and construction, and the Sponsor and all other persons engaged by the Sponsor in connection with this Plan have complied and will comply with all applicable laws, rules and regulations and other governmental requirements pertaining thereto. Construction of the Condominium will comply with the Building Code of the City of New York or New York State Building Code, as applicable. Before the Closing of Title to a Unit, a temporary or permanent Certificate of Occupancy will be issued for such Unit or the respective Area of the Condominium. At the time of the Closing of Title to the first Residential Unit the construction of the Residential Area of the Condominium may be substantially completed. Unrestricted use of the Residential Elevators and Residential Lobby will be available upon Closing of the first Residential Unit.

Parking Facilities

The Garage Unit shall be an attendant parking with a vehicular elevator accessing cellar and second floor roof from building frontage. There shall be single stall parking and parking in triple and double stackers by manufacture Parkmatic. The parking spaces and dimensions shall be in accordance with NYC Zoning Resolutions and New York City Department of Building approval.

The Garage Unit one hundred (100) attended parking spaces. The individual parking spaces will be made available, for a rental fee, to all Building Occupants, tenants, guests and invitees, on a first come first served basis, without preference.

The Garage Unit may be used for any lawful purpose, including, without limitation, for garage and utility purposes. The Board will have no right to restrict or limit any of the uses of, or alterations in or to the Garage Units, which are permitted by law and applicable zoning ordinances, except as otherwise set forth in the By-Laws and Declaration. However no representation or warranty is made with respect to such initial or any subsequent uses of a Garage Unit or with respect to who the owner(s) or tenant(s) of the Garage Units may be at any time.

Construction Data for Residential Units and Common Elements

The Condominium will be constructed substantially in the manner set forth in the Building Plans filed with Building Department of the City of New York and any amendments or changes thereto. Amendments or changes to the Building Plans will not be changed or amended so as to materially adversely affect the Residential Unit Owners. For a detailed description see Schedule G in Part II of the Plan.

The Sponsor anticipates completion of the entire Building by November of 2023. The Closing of Title to the first Residential Unit is expected to take place on or about July 1, 2023, barring weather conditions, any strikes, material shortages, acts of God, sales activity or other unforeseen delays beyond the control of the Sponsor.

Sponsor retains the right to make changes to the Condominium as long as they comply with the New York City Department of Buildings or the New York State Building Code, as applicable.

Landscaping

Landscaping will be as described in the Description of Property Report in Part II of the Offering Plan.

Easements

Each Unit Owner will have an easement in common with all other Unit Owners for the use, maintenance and repair of all pipes, wires, conduits and public utility lines located in the Common Elements, including any Limited Common Elements, or which are located in other Units. Each Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving the Condominium and any replacements thereof and additions thereto and an easement of necessity, and each Unit will be subject to an easement of support and necessity in favor of all other Units and the Common Elements. Each Unit will have an easement for lateral and vertical support among all adjoining Units and Common Elements. Further, each Unit Owner will have an easement for the continuance of any encroachment by their Unit on any adjoining Unit or Common Element now existing or which

may come into existence hereafter as a result of the settling of the Condominium or repair or alteration of the Unit by the Boards, after damage by fire or other casualty or as a result of condemnation or eminent domain proceeding, or by reason of an alteration made by a board to the Common Elements so that any such encroachment may remain undisturbed so long as the Unit stands. Each Unit will be subject to such encroachments and easements in favor of all other Units. The Board, their agents and employees shall have a right of access to the Units and the Common Elements (irrespective of the restricted nature of such Common Element) to inspect, maintain or repair, replace or rebuild the Common Elements or to make repairs to the Unit to prevent damage to the Common Elements or any other Unit. The Condominium shall also have an easement and unlimited access to any Limited Common Elements for the purpose of making inspections, repairs or to rebuild the Condominium.

Allocation of Common Interest

The Common Interest of the Condominium establishes the Unit Owners' percentage of ownership in the Common Elements and percentage of liability for the payment of Common Charges. The Common Interest is divided into "General Common Interest" which is the proportionate undivided interest all Unit Owners have in the overall Condominium, "Residential percentage of Common Interest" and "Non-Residential percentage of Common Interest", Common Interest has been calculated in accordance with Section 339-i (1) (iv) of the Real Property Law 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.

IV. LOCATION AND AREA INFORMATION

Location

The Condominium is located on the South side of 35th Avenue, between Prince Street and Farrington Street in Flushing. The Condominium is located in the R6 with commercial overlay C2-2 zoning districts, which permit construction of the Building as a mixed-use Condominium. Flushing is home to Queens' Chinatown, with blocks lined with herbal shops and Asian bakeries and restaurants. Built in 1862, Flushing Town Hall hosts jazz concerts, and several historic homes date to the 17th and 18th centuries. The Queens Botanical Garden is a 39-acre oasis with a focus on native plants.

Municipal Services (All distances are approximate)

The Condominium will be serviced by the following municipal services:

Police: The Condominium site is served by the New York City Police Department 109th Precinct located at 37-05 Union Street, Flushing, New York, located approximately .5 miles from the Condominium.

Fire: The Condominium is served by the New York City Fire Department Engine Company 273 located at 40-18 Union Street, Flushing, New York approximately .5 miles from the Condominium.

Location, Surrounding Area City, Services

Transportation: The Condominium is located in the heart of activity in Flushing. Transportation is accessible and convenient. Public transportation is serviced by the Long Island Railroad Flushing station which is four blocks away from the site. The 7 subway line stops at the Flushing Main Street Terminus stop and there is bus service to Manhattan with public buses lines 12, 13, 14, 15, 16, 17, 20A, 20B, 25, 27, 34, 44, 48, 65, 66, and QB1.

Utilities

The following utilities will service the Condominium:

Electricity: Electricity will be provided by Consolidated Edison Company ("Con Ed"), a regulated company. The total electricity consumed shall be master metered with each Residential Unit (including the electricity required to power incremental AC units and unit heaters if applicable), separately metered via Con Ed Co. metering. The electricity consumed in the General Residential Common Areas of the building will be metered by the Con Ed meter, and the cost will be borne by the Residential Unit Owners as a Residential Common Expense. The Garage Units, Commercial Unit and Commercial Units will be separately metered for electric.

Gas: Gas will be provided by Con Edison. The cost of the gas consumed in the Residential Area (including all gas used for cooking and heating purposes in the Residential Units) will be borne by all Residential Unit Owners as a Residential Common Expense. The Garage Units, Commercial Unit and Commercial Units will be separately metered for gas.

Water and Sewer: Water and Sewer service will be provided by the City of New York. The charges for water and sewer service provided to the Residential Units and in the Residential Common Areas of the Buildings will be levied on the basis of a Master City Meter and borne by the Residential Unit Owners as a Residential Common Expense. The Garage Units, Commercial Unit and Commercial Units will be sub-metered for water and sewer.

Telephone: Telephone service will be provided by Verizon and/or other regulated companies. Each Residential Unit Owner will be required to pay the telephone charges associated with his or her Residential Unit.

Cable Television: Cable Television service will be provided by a local cable television company.

Snow Removal/Road Maintenance/Sidewalks

Snow removal and road maintenance for all public streets and sidewalks abutting the Condominium is provided by The City of New York. The sidewalks bordering the Condominium are owned by the City of New York, but will be the responsibility of the Condominium as a General Common Expense to maintain, repair, remove snow and replace, if necessary.

Medical, Educational and Religious Facilities

Medical: Flushing Hospital is located at 45-00 Parsons Boulevard, Flushing approximately one (1) mile from the Condominium.

Schools: Public schools located in the general vicinity are:

Elementary School

P.S. 2440 and P.S. 99 Annex (Kindergarten & Grades 1-2), located at 82-37 Kew Gardens Road, Kew Gardens, New York 11415 (across the street from the Condominium).

Junior High School

IS 237, 46-21 Colden Street, Flushing, New York, located approximately two (2) blocks away.

High School

John Bowne High School, 63-25 Main Street, Flushing, NY 11367, located approximately .7 miles away.

No representation can be made as to the actual school's children in the Condominium will attend, nor whether the children will have school bus service provided.

The above listing is by no means inclusive. No representation is made that the children of Unit Owners will be entitled to attend any particular school.

There are also numerous private schools in the area.

Religious Facilities:

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

Parks and Recreation:

Parks in the area include Queens Botanical Garden, located approximately three (3) blocks from the Condominium, and Flushing Meadows Corona Park, located approximately five (5) blocks from the Condominium. Also available in Flushing are other sports, entertainment and recreational centers, including but not limited to the New York Mets at Citi Field and the US Open at Arthur Ashe Stadium.

Zoning/Surrounding Area:

The Condominium project is zoned R-6 and C1-2, which allows for construction of the Condominium. The surrounding area is fully developed.

Neither Sponsor nor any of its Principals have an option or right to acquire any of the adjoining areas except as noted above. If Sponsor acquires any property in the adjoining areas while sales are continuing, such information will be disclosed in an amendment within 30 days.

SCHEDULE A

ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT

35th Avenue Condominium

For the period of July 1, 2023 to June 30, 2024

Unit	(1) Price	(2) Number of Rooms, Bedrooms(BR) Bathroom(BTH)	(2) Approximate Floor Area in Square Feet			(3) Percentage of Common Interest	(4) Estimated Monthly Common Charges	(5) Estimate of Monthly Real Estate Taxes w/o I-Cap	(5) Estimate of Annual Real Estate Taxes w/o I-Cap	(6) Total Monthly Combined Common Charges & Real Estate Taxes w/o I-Cap	(6) Total Monthly Combined Common Charges & Real Estate Taxes w/ I-Cap
			Unit Square Footage	Balcony ("B") Terrace ("T") Bulkhead ("BH") (non-habitable)	Total	General					
3A	$591,800	1 BR/1 BTH	538	72	610	1.20%	$245.87	$212.60	$2,551.15	$458.47	$458.47
3B	$572,000	1 BR/1 BTH	520	72	592	1.16%	$237.91	$205.71	$2,468.56	$443.63	$443.63
3C	$587,400	1 BR/1 BTH	534	72	606	1.19%	$244.11	$211.07	$2,532.79	$455.17	$455.17
3D	$781,000	2 BR/2 BTH	710	0	710	1.53%	$313.98	$271.48	$3,257.76	$585.46	$585.46
3E	$749,100	2 BR/2 BTH	681	0	681	1.47%	$301.15	$260.39	$3,124.70	$561.54	$561.54
3F	$878,900	2 BR/2 BTH	799	54	853	1.75%	$359.30	$310.67	$3,728.07	$669.98	$669.98
3G	$575,300	1 BR/1 BTH	523	49	572	1.15%	$236.70	$204.66	$2,455.94	$441.36	$441.36
4A	$591,800	1 BR/1 BTH	538	72	610	1.20%	$245.87	$212.60	$2,551.15	$458.47	$458.47
4B	$572,000	1 BR/1 BTH	520	72	592	1.16%	$237.91	$205.71	$2,468.56	$443.63	$443.63
4C	$587,400	1 BR/1 BTH	534	72	606	1.19%	$244.11	$211.07	$2,532.79	$455.17	$455.17
4D	$781,000	2 BR/2 BTH	710	0	710	1.53%	$313.98	$271.48	$3,257.76	$585.46	$585.46
4E	$749,100	2 BR/2 BTH	681	0	681	1.47%	$301.15	$260.39	$3,124.70	$561.54	$561.54
4F	$878,900	2 BR/2 BTH	799	54	853	1.75%	$359.30	$310.67	$3,728.07	$669.98	$669.98
4G	$575,300	1 BR/1 BTH	523	49	572	1.15%	$236.70	$204.66	$2,455.94	$441.36	$441.36
5A	$591,800	1 BR/1 BTH	538	72	610	1.20%	$245.87	$212.60	$2,551.15	$458.47	$458.47
5B	$572,000	1 BR/1 BTH	520	72	592	1.16%	$237.91	$205.71	$2,468.56	$443.63	$443.63
5C	$587,400	1 BR/1 BTH	534	72	606	1.19%	$244.11	$211.07	$2,532.79	$455.17	$455.17
5D	$781,000	2 BR/2 BTH	710	0	710	1.53%	$313.98	$271.48	$3,257.76	$585.46	$585.46
5E	$749,100	2 BR/2 BTH	681	0	681	1.47%	$301.15	$260.39	$3,124.70	$561.54	$561.54
5F	$878,900	2 BR/2 BTH	799	54	853	1.75%	$359.30	$310.67	$3,728.07	$669.98	$669.98
5G	$575,300	1 BR/1 BTH	523	49	572	1.15%	$236.70	$204.66	$2,455.94	$441.36	$441.36
6A	$591,800	1 BR/1 BTH	538	72	610	1.20%	$245.87	$212.60	$2,551.15	$458.47	$458.47
6B	$572,000	1 BR/1 BTH	520	72	592	1.16%	$237.91	$205.71	$2,468.56	$443.63	$443.63
6C	$587,400	1 BR/1 BTH	534	72	606	1.19%	$244.11	$211.07	$2,532.79	$455.17	$455.17
6D	$781,000	2 BR/2 BTH	710	0	710	1.53%	$313.98	$271.48	$3,257.76	$585.46	$585.46
6E	$749,100	2 BR/2 BTH	681	0	681	1.47%	$301.15	$260.39	$3,124.70	$561.54	$561.54
6F	$878,900	2 BR/2 BTH	799	54	853	1.75%	$359.30	$310.67	$3,728.07	$669.98	$669.98
6G	$575,300	1 BR/1 BTH	523	49	572	1.15%	$236.70	$204.66	$2,455.94	$441.36	$441.36
7A	$591,800	1 BR/1 BTH	538	72	610	1.20%	$245.87	$212.60	$2,551.15	$458.47	$458.47
7B	$572,000	1 BR/1 BTH	520	72	592	1.16%	$237.91	$205.71	$2,468.56	$443.63	$443.63
7C	$587,400	1 BR/1 BTH	534	72	606	1.19%	$244.11	$211.07	$2,532.79	$455.17	$455.17
7D	$781,000	2 BR/2 BTH	710	0	710	1.53%	$313.98	$271.48	$3,257.76	$585.46	$585.46
7E	$749,100	2 BR/2 BTH	681	0	681	1.47%	$301.15	$260.39	$3,124.70	$561.54	$561.54
7F	$878,900	2 BR/2 BTH	799	54	853	1.75%	$359.30	$310.67	$3,728.07	$669.98	$669.98
7G	$575,300	1 BR/1 BTH	523	49	572	1.15%	$236.70	$204.66	$2,455.94	$441.36	$441.36

Unit	(1) Price	(2) Number of Rooms, Bedrooms(BR) Bathroom(BTH)	Approximate Floor Area in Square Feet			(3) Percentage of Common Interest	(4) Estimated Monthly Common Charges	(5) Estimate of Monthly Real Estate Taxes w/o I-Cap	(5) Estimate of Annual Real Estate Taxes w/o I-Cap	Total Monthly Combined Common Charges & Real Estate Taxes w/o I-Cap	Total Monthly Combined Common Charges & Real Estate Taxes w/ I-Cap
			Unit Square Footage	Balcony ("B") Terrace ("T") (non-habitable)	Total	General					
8A	$591,800	1 BR/1 BTH	538	72	610	1.20%	$245.87	$212.60	$2,551.15	$458.47	$458.47
8B	$572,000	1 BR/1 BTH	520	72	592	1.16%	$237.91	$205.71	$2,468.56	$443.63	$443.63
8C	$587,400	1 BR/1 BTH	534	72	606	1.19%	$244.11	$211.07	$2,532.79	$455.17	$455.17
8D	$781,000	2 BR/2 BTH	710	0	710	1.53%	$313.98	$271.48	$3,257.76	$585.46	$585.46
8E	$749,100	2 BR/2 BTH	681	0	681	1.47%	$301.15	$260.39	$3,124.70	$561.54	$561.54
8F	$878,900	2 BR/2 BTH	799	54	853	1.75%	$359.30	$310.67	$3,728.07	$669.98	$669.98
8G	$575,300	1 BR/1 BTH	523	49	572	1.15%	$236.70	$204.66	$2,455.94	$441.36	$441.36
9A	$591,800	1 BR/1 BTH	538	72	610	1.20%	$245.87	$212.60	$2,551.15	$458.47	$458.47
9B	$572,000	1 BR/1 BTH	520	72	592	1.16%	$237.91	$205.71	$2,468.56	$443.63	$443.63
9C	$587,400	1 BR/1 BTH	534	72	606	1.19%	$244.11	$211.07	$2,532.79	$455.17	$455.17
9D	$781,000	2 BR/2 BTH	710	0	710	1.53%	$313.98	$271.48	$3,257.76	$585.46	$585.46
9E	$749,100	2 BR/2 BTH	681	0	681	1.47%	$301.15	$260.39	$3,124.70	$561.54	$561.54
9F	$878,900	2 BR/2 BTH	799	54	853	1.75%	$359.30	$310.67	$3,728.07	$669.98	$669.98
9G	$575,300	1 BR/1 BTH	523	49	572	1.15%	$236.70	$204.66	$2,455.94	$441.36	$441.36
10A	$591,800	1 BR/1 BTH	538	72	610	1.20%	$245.87	$212.60	$2,551.15	$458.47	$458.47
10B	$572,000	1 BR/1 BTH	520	72	592	1.16%	$237.91	$205.71	$2,468.56	$443.63	$443.63
10C	$587,400	1 BR/1 BTH	534	72	606	1.19%	$244.11	$211.07	$2,532.79	$455.17	$455.17
10D	$781,000	2 BR/2 BTH	710	0	710	1.53%	$313.98	$271.48	$3,257.76	$585.46	$585.46
10E	$749,100	2 BR/2 BTH	681	0	681	1.47%	$301.15	$260.39	$3,124.70	$561.54	$561.54
10F	$878,900	2 BR/2 BTH	799	54	853	1.75%	$359.30	$310.67	$3,728.07	$669.98	$669.98
10G	$575,300	1 BR/1 BTH	523	49	572	1.15%	$236.70	$204.66	$2,455.94	$441.36	$441.36
11A	$591,800	1 BR/1 BTH	538	72	610	1.20%	$245.87	$212.60	$2,551.15	$458.47	$458.47
11B	$572,000	1 BR/1 BTH	520	72	592	1.16%	$237.91	$205.71	$2,468.56	$443.63	$443.63
11C	$587,400	1 BR/1 BTH	534	72	606	1.19%	$244.11	$211.07	$2,532.79	$455.17	$455.17
11D	$781,000	2 BR/2 BTH	710	0	710	1.53%	$313.98	$271.48	$3,257.76	$585.46	$585.46
11E	$760,100	2 BR/2 BTH	691	0	691	1.49%	$305.57	$264.22	$3,170.58	$569.79	$569.79
11F	$1,009,800	2 BR/2 BTH	918	105	1,023	2.04%	$417.57	$361.05	$4,332.59	$778.62	$778.62
11G	$435,600	0 BR/1 BTH	396	0	396	0.85%	$175.12	$151.42	$1,817.00	$326.54	$326.54
12A	$591,800	1 BR/1 BTH	538	72	610	1.20%	$245.87	$212.60	$2,551.15	$458.47	$458.47
12B	$572,000	1 BR/1 BTH	520	72	592	1.16%	$237.91	$205.71	$2,468.56	$443.63	$443.63
12C	$587,400	1 BR/1 BTH	534	72	606	1.19%	$244.11	$211.07	$2,532.79	$455.17	$455.17
12D	$781,000	2 BR/2 BTH	710	0	710	1.53%	$313.98	$271.48	$3,257.76	$585.46	$585.46
12E	$807,400	2 BR/2 BTH	734	0	734	1.58%	$324.59	$280.66	$3,367.88	$605.25	$605.25
12F	$1,455,300	3 BR/2 BTH	1,323	97BH; 105B; 484 T	2,009	3.18%	$651.94	$563.70	$6,764.44	$1,215.65	$1,215.65
Residential Totals	**$47,416,600**		**43,106**	**3,775**	**46,881**	**95.00%**	**$19,470.74**	**$16,835.39**	**$202,024.71**	**$36,306.13**	**$36,306.13**
Commercial #01	**$6,952,500**	**Commercial Retail Store**	**7,725**	**N/A**	**7,725**	**3.00%**	**$614.87**	**$531.65**	**$6,379.80**	**$1,146.52**	**$1,146.52**
Garage #01	**$2,500,000**	**Parking**	**17,830**	**N/A**	**17,830**	**2.00%**	**$409.92**	**$354.43**	**$4,253.20**	**$764.35**	**$764.35**
Totals for Residential and Non-Residential Combined	**$56,869,100**		**68,661**	**3,775**	**72,436**	**100.00%**	**$20,495.53**	**$17,721.48**	**$212,657.71**	**$38,217.00**	**$38,217.00**

*** Two (2) Months Common Charges will be collected from each Purchaser at Closing as Working Capital Contribution.**
****Terrace & Balcony may not be legally used as bedroom/living space; to do so may result in a building code violation issued for building.**
***** Square footage of Unit is interior space ONLY. Square footage of exterior and storage non-habitable space, if any, is shown & calculated separately above.**
****** Sponsor is transferring its statutory obligation to pay real estate transfer tax to Purchaser. See Footnote 7 to Schedule A.**
******* The projected real estate taxes for the 1st year of operation contained on Schedule A are based on 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. Note, ICAP does NOT take effect in the 1st year. See Footnote 5 to Schedule A for more information regarding the projected assessed valuation after completion of construction.**

FOOTNOTES TO SCHEDULE A

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

2. Prospective Purchasers should refer to the floor plans in Schedule G-2 of Part II of the Plan for details of different types of rooms in each model. Sponsor has utilized a zoning room count to determine the number of rooms in each Residential Unit. The approximate physical dimensions of each Residential Unit consists of the area measured horizontally from the outside face of the exterior walls of the building defining the Residential Unit to (a) the outside face of the exterior walls of the building; (b) the centerline of the partitions of the interior walls separating the Residential Unit; or (c) corridor side of partitions separating the Residential Unit from the corridor or other spaces. Each Residential Unit will consist of the volume measured vertically from the upper face of the flooring material on the lowest level of the unit to and including the ceiling material on the highest level of the Residential Unit. Any Common Element located within a Residential Unit will not be considered a part of such Residential Unit. As such the areas are not based upon measurements from interior surfaces of interior walls and the actual floor area comprising the Residential Unit are actually less than the area indicated in Schedule A.

   Sponsor has the right to sell two (2) or more Residential Units to a Purchaser and to combine said Residential Units. No Purchaser (individual, family or company) will be permitted to purchase more than two (2) Residential Units in the Condominium unless otherwise approved by the Sponsor in the Sponsor's sole discretion. In such an event a Purchaser will be considered the Residential Unit Owner of the number of Residential Units purchased and both the General Common Interest and Residential Common Interest will be the combined General Common Interest and Residential Common Interest of the number of Residential Units purchased.

3. The percentage of Common Interest has been calculated in accordance with Section 339-i (1) (iv) of the Real Property Law 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. The schedule also includes the interest each Residential Unit has in the Residential Area of the Condominium ("Percentage of Residential Common Interest") and the interest each Non-Residential Unit has is the Non-Residential Area and in each respective

area of the Building. The Percentage of Residential Common Interest determines the amount a Residential Unit Owner will pay for Common Charges, based on the Residential Budget.

4. Common Charges have been estimated by the Sponsor and include fire and liability insurance for the Units and Common Elements, maintenance and operation of the Common Elements. Common Charges exclude repair and decoration to the inside of a Unit, utilities for each Unit and insurance for personal belongings. See Schedule B-1 for estimated heating and electrical costs for each model type Residential Unit.

   In the event a Purchaser obtains a mortgage, the interest payable on the mortgage will be deductible for income tax purposes provided the Residential Unit will be the Purchaser's principal residence or one other residence selected pursuant to the Internal Revenue Code. A Purchaser is advised to consult with their personal financial consultant or tax advisor as to the financial and tax consequences of the Purchase of a Residential Unit in the Condominium.

   On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. Accordingly, the tax information and projections disclosed in this offering plan may be inaccurate because such are based on federal tax law as it existed prior to 2018. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes. Purchasers should not rely on any representations in this offering plan addressing taxes without first consulting a tax expert.

5. The Condominium is not eligible for 421-a tax benefits, as such, Schedule A reflects the estimated taxes for the Residential Units without the 421-a tax abatement. Based on an opinion letter from Metropolitan Realty Exemptions ("Metropolitan"), 381 South 5th Street, Brooklyn, New York 11211, dated February 13, 2023, the projected tax liabilities for the **1st year** of Condominium operation will be as follows:

Assessed Value	Tax Rate	Real Estate Tax
$1,733,595	$12.267%	$212,660

2024/25 Projected Full Assessed Value and Tax Liability

Considering the aforementioned factors, we are estimating that the DOF will set the assessed value of the property at approximately $5,428,298 following completion of construction.

Assuming the 2023 tax rate of 12.267% for tax class 2 (i.e., $12.267 per $100 of the assessed value), our projection for the taxes for the **2nd year** following the condominium operation (from 7/1/24 thru 6/30/25), will be as follows:

Residential Tax Liability	
Assessed Value	$2,167,950
Tax Rate	12.235%
Tax Liability	**$265,249**
Parking Tax Liability	
Assessed Value	$534,306
Tax Rate	10.755%
Tax Liability	**$57,465**

The ICAP program has replaced the Industrial and Commercial Incentive Program (ICIP) in New York City. The Industrial and Commercial Abatement Program (ICAP) reduces a portion of the increase in real property taxes due to new construction, modernization or rehabilitation of industrial/commercial buildings, by providing up to a maximum of 25-year property tax abatements for qualified projects.

Eligible ICAP applicants receive an abatement of their taxes equal to a percentage of the "Abatement Base". The "Abatement Base" is equal to the "Post-completion Tax" minus 115% of the "Initial Tax". The "Post-completion Tax" is the taxable assessed value (the lower of the actual or transitional assessed values) shown on the assessment roll with a taxable status date immediately following the earlier of either, upon the completion of construction (issuance of a Final Certificate of Occupancy), or four years from the date of issuance of the project's first building permit multiplied by the "Initial Tax Rate". The "Initial Tax Rate" is the tax rate applicable to the assessment roll with a taxable status date immediately preceding the issuance of the first building permit.

The "Initial Tax" is the taxable assessed value indicated on the assessment roll with a taxable status date immediately preceding issuance of the first building permit multiplied by "Initial Tax Rate". Neither the post-completion Tax nor the Initial Tax includes the assessed value of the subject property's land, and the ICAP abatement is not available to reduce the real estate tax attributable to its land.

It is important to note that the ICAP benefits are implemented only following the initial tax year (July 1 of any year) after completion of construction. Completion of construction is determined upon the issuance of a Final Certificate of Occupancy.

ICAP Eligibility

Based upon the information furnished to Metropolitan by Sponsor and Sponsor's architect, and subject to the timely completion of work and filing of all documentation pursuant to ICAP of the Real Property Tax Law and applicable rules and regulations as is required to obtain the benefits thereof, and assuming presently applicable ICAP provisions apply, it is Metropolitan's opinion that:

- The premises, after construction is completed, will be eligible for partial real estate tax exemption under Section ICAP, for up-to a 25-year period, as outlined above.
- All Section ICAP partial real estate tax benefits may be revoked or reduced if the application misstates or omits to state a material fact and/or for non-payment or underpayment of taxes and for certain other reasons. In addition, the benefit can be revoked for business or labor violations.

Assuming the 2023 tax rate of 12.267% for tax class 2 (i.e., $12.267 per $100 of the assessed value), Metropolitan's projection for the taxes for the **second year** following the condominium operation (from 7/1/24 thru 6/30/25), will be as follows:

Commercial Tax Liability without ICAP	
Assessed Value	$664,350
Tax Liability	**$39,852**

Commercial Tax Liability with ICAP	
Assessed Value	$664,350
Tax Liability	$70,727
ICAP Abatement Amount	-$60,553
Commercial Tax Liability	**$10,173**

Although the aforesaid estimate of actual assessed valuation is a good faith estimate, it is not possible to estimate the same with any degree of certainty. Assessed valuations, when actually made, may be lesser or greater based on interpretation of the administrative code and the applicable rules and regulations of the City of New York. The estimates are not intended, and should not be construed as warranties as to future assessed valuations of the Property. In no event will the consultant, the Sponsor, the Sponsor's counsel or any other person be liable if the assessed valuation, when actually made, is lesser or greater than that predicted above or if the administrative code and the applicable rules and regulations of the City of New York are in the future changed or if the facts as represented, prove to be untrue. In the event actual real estate taxes differ than from the estimates provided herein, Purchasers will not be offered rescission.

After the condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units. In addition, pursuant to the provisions of the Internal Revenue Code of 1986 and the Tax Cuts and Jobs Act of 2017, the real estate taxes payable by a Residential Unit Owner, which are assessed against their Residential Unit by any governmental taxing authority, up to a maximum of $10,000 (inclusive of local and state tax deductions), are a proper deduction in connection with Federal and State Income Taxes payable by such Residential Unit Owner.

Projected tax deductions (where applicable) may vary in future years due to changes in the interest rate on the Residential Unit Owner's mortgage (if any) or from changes in the allocation of constant debt service payments to interest and principal, or due to changes in real property taxes, or from changes in the assessed value, the tax rate or the method of assessing real property.

6. The Sponsor is not offering and has not procured mortgage financing. As a result, the projected monthly carrying charges for financing have not been included in Schedule A. In the event a Purchaser obtains a mortgage, the Purchaser's monthly carrying charges will increase by the amount of the mortgage payment. Any Purchaser who applies for a mortgage from a lending institution should check with that institution as to the monthly mortgage costs as well as any Closing Costs that the Purchaser will be obligated to pay the lending institution. The total monthly carry charges combined with real estate taxes re included in Schedule A.

   Purchasers are encouraged to review the projected real estate taxes with counsel and/or a real estate tax professional.

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

VI. SCHEDULE B

PROJECTED TOTAL BUDGET
THE 35TH AVENUE CONDOMINIUM
ESTIMATED SCHEDULE OF RECEIPTS AND EXPENSES
FOR FIRST FULL YEAR OF CONDOMINIUM OPERATION BEGINNING
JULY 1, 2023 to JUNE 30, 2024

(1) INCOME	**Amount**
General Common Charges -Residential	$245,949
EXPENSES	**Amount**
(2) Labor	$ -0-
(3) Electricity Charges (Includes Heating)	$24,692
(4) Gas	$ -0-
(5) Water & Sewer (Utilities)	$67,318
(6) Repairs, Maintenance & Supplies	$ 4,800
(7) Service Contracts	$35,420
(8) Insurance	$18,910
(9) Management	$45,600
(10) Professional Fees	$ 1,000
(11) Other Expenses	$ 3,000
(12) Reserve Fund	$22,359
TOTAL:	**$245,949**

*In the event the actual first year budget differs from the actual commencement of the budget year by six (6) months or more, Sponsor will amend the Plan to include a revised budget. See explanatory footnotes. If the total of the amended budget exceeds the total of the above budget by twenty-five percent (25%) or more, the Sponsor must offer all Purchasers the right to rescind and a reasonable period of time, that is not less than 15 days after the date of presentation of such offer of rescission to exercise the right, to have their deposits returned, with interest, if any, provided such election to rescind is received by Sponsor within fifteen (15) days of the date of presentation of the amendment disclosing the revised budget. Sponsor may not declare the Plan effective where there are material changes to the budget if these changes have not been disclosed in a duly filed amendment to the Plan.

FOOTNOTES TO SCHEDULE B

(1) COMMON CHARGES — (Budget - $245,949)

The estimated common charges to be collected from unit owners during the first year of condominium operation are based upon the assumption that the first year of condominium operation will be the twelve months commencing July 1, 2023. The actual first year of operation may be earlier or later.

In the event the projected commencement date of the first year of condominium operation is to be delayed more than six (6) months from the anticipated date of the First Closing, the Plan will be amended to include a revised budget disclosing the then current budget projections. Sponsor will not declare the Plan effective if any material changes to the budget are not yet disclosed in an amendment to the Plan.

If the common charges in the revised budget projections exceed the earlier budget projections by twenty-five percent (25%) or more, the Sponsor must offer all Purchasers the right to rescind and a reasonable period of time, that is not less than 15 days after the date of presentation of such offer of rescission to exercise the right, to have their deposits returned, with interest, if any, provided such election to rescind is received by Sponsor within fifteen (15) days of the date of presentation of the amendment disclosing the revised budget, whether or not the sponsor offers to guarantee the earlier budget projections. There are no special allocations of Common Expenses in this Offering Plan.

Pursuant to Section 528 of the Internal Revenue Code, certain Condominiums, substantially all of whose Residential Units are used for residences, are afforded the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium Properties, which properties, as defined in Section 528 of said Code, include property held by the Condominium, property commonly held by the members of the Condominium, or property within the Condominium held by the members of the Condominium. This Condominium has been structured so that it will meet the requirements of Section 528 of the Internal Revenue Code and as a result the Condominium will be eligible to be treated as a tax-exempt organization under Section 528 of the Internal Revenue Code. Purchasers should refer to the Opinion of Counsel in Section XXI of the Offering Plan.

(2) LABOR — (Budget - $-0-)

The Budget does not include a line item for Labor as the Building will not have any direct employees. All janitorial and cleaning services will be provided by an outside service provider, see the Service Contracts footnote (Footnote 6) below.

(3) ELECTRICITY- (Budget - $24,692)

Based upon a report from HPL Engineering, P.C., 201 46th Street, Brooklyn, New York, 11220, in their report dated November 15, 2019, annual cost for electric of common usage. It is anticipated that this electrical usage will cover operation of the common area heating, lighting and elevator usage.

a. General lighting:
   1. Stairs and vestibule (assume stays on all time) = about 7,346 sq. ft x 1/2 W/sq. ft x 24 x 365 = 32,175 KWH
   2. Utility rooms = about 1,170 sq. ft x 1 W/sq. ft x 1 x 12 = 14 KWH
   3. Parking lot about = 16,081sq. ft x 1/2W/sq. ft x 2 x 12 = 193 KWH
   4. Exterior = 90 W x 20 x 365 = 657 KWH

   KWH Total lighting —33,039 KWH

b. HVAC:
   1. Cooling = for elevator machine room = 2 KW x 4 x 90 = 720 KWH

c. Plumbing = Domestic cold-water booster pump = 2.5 KW x 4 x 365 = 3,650 KWH

d. Elevator for residential= 14,500 KW x 2 = 29,000 KW

e. Elevator for car = 14,500KW x 1 = 14,500KW

Estimated annual electric consumption = 77,163 KWH or = 6,430 KWH/month

Estimated annual cost for electric = $0.32/KWH x 77,163 KWH = $24,692 or = $2,057.68/month

Electricity rates were determined using a custom-built tariff engine that converts energy usage to monthly charges, assuming Con Edison Service Class 9, Rate 1 (common). The supply component was based off typical supply rates, $0.20/kWh. Charges were increased by 10% to account for projected inflation and model uncertainty.

All units will be separately metered for electricity used within the Units. Each owner will pay the charges for all electricity furnished to their unit, as measured by such separate meter, directly to the utility, as and when billed. See schedule B-1 for estimated costs for each Unit.

(4) GAS (INCLUDES HEATING)

There will be no gas for heating in the common areas of the building.

(5) WATER & SEWER— (Budget - $67,318)

Based on a report from HPL Engineering, P.C., 201 46th Street, Brooklyn, New York, 11220, in their report dated November 15, 2019 for annual cost for water and sewer services provided to the Building, as follows:

Projected Consumption Average Cost Projected Cost

Estimated numbers of occupants in 69 units residential = average 2 persons in each = 69 x 3 = 207.
Estimated water consumption = 62 gallons/person/day = 62 x 207 x 365 = 4,684,410 gallons or = 6,262HCF.
Estimated annual cost for water and sewer for residential units = $ 10.61/HCF x 6,262HCF = $66,441.36.

Commercial store water consumption estimated = 150 gallons x 365 = 54,750 gallons or = 73
HCF=$776.55.

Estimated annual cost for water and sewer for Commercial store = $ 10.61/HCF x 73 HCF = $ 776.55.
Estimated annual cost for water and sewer for the facility = $66,441.36 (residential) + $776.55(Commercial store) + $100.00(common use) = $ 67,317.91.

Water and Sewer charges will be commonly metered to the Building and included as part of the Common Expenses. It may be possible for the Commercial Units to obtain a sub-meter for water and sewer charges in the future, but Sponsor has not made inquiries to this point at this time.

The above calculations contain an inflation factor of ten percent (10%).

(5) REPAIRS, MAINTENANCE & SUPPLIES — (Budget - $4,800)

This budgeted figure is based on the cost of various items or regular maintenance such as, painting, along with minor plumbing, electrical and mechanical work, etc. Due to the fact that this is a newly constructed building this item does not contemplate that any major repairs will be made. Each unit owner will be responsible for the costs or services to their units including all equipment and appliances.

(6) SERVICES CONTRACTS — (Budget - $35,420)

The budgeted amount includes the projected cost of: (1) janitorial and cleaning services, and (2) maintaining the building's passenger elevator.

Janitorial and Cleaning Services (Footnote 2) ($22,000)

The Administrative Code of the City of New York, § 27-2052, et seq., which requires one of the following when a building has 9 or more (rental) units: (1) that the owner performs the janitorial services; or (2) that there be a full time superintendent who resides in the building or within 200 feet of the building; or (3) that there be a janitorial service approved by the Department of Buildings available 24 hours per day.

Based on an estimate from HS Brothers Property Management, the building will enter into an agreement for cleaning and janitorial services, in compliance with The Administrative Code of the City of New York, § 27-2052, et seq., section (3). The services

shall include: 1) removing trash twice per week; 2) cleaning of the interior staircase and hallway, once per week; and 3) sweeping the sidewalk and street-front twice per week. As this agreement will be with an outside janitorial service provider, the Building will not hire a direct employee for this position and will not be required to maintain payroll, etc.

Elevator Maintenance ($22,850)

All of the mechanical systems within the building will be new, and some will be under a full-service maintenance contract for the first year of condominium operation from the contractor who will install the system. As of the date of the Plan, Sponsor has entered into an agreement for elevator maintenance, based upon a one (1) year contract with UTEK Elevator Inc, 29 Imlay Street, Brooklyn, NY 11231, (718) 596- 6661, at the rate of four hundred and thirty-five ($435) dollars per month, plus tax. UTEK Elevator Inc will also conduct annual elevator inspection -Cat1 with a third-party witness elevator company and periodic inspection company.

(7) INSURANCE— (Budget - $ 18,910)

Based upon the proposal, dated March 15, 2022, from United Innovation Group Inc, 8 Chatham Square Suite 802, New York, NY 10038, the following insurance coverage will be obtained for the building for the first year of condominium operation:

COVERAGES & LIMITS	**PREMIUMS**
Building Replacement, 15,000,000 Limit, Subject to a Deductible of $1,000 Per Occurrence	$18,910
Boiler & Machinery, Subject to Building Deductible	Included
Maintenance Fees — Actual Loss — No Deductible	Included
Liability — Comprehensive Form - $1,000,000 Per Occurrence and $2,000,000 Per Aggregate	Included
Fire Damage - Covered, Subject to Building Deductible	Included
Flood Damage - Covered, Subject to Building Deductible	Included
Total Anticipated Annual Premium	$18,910

The above proposed coverages are provided by a New York licensed company and provide for the following:

Director's and Officer's Liability is an additional cost of $2,000.
All Unit Owners are listed as an additional insured party.
Waiver of Subrogation Clause is included.
Replacement Cost coverage endorsement is included.
Notice to Owners and Board of Managers in event of cancellation.
Waiver of Subrogation Clause is included.
Waiver of Pro-rata reduction if Unit Owners obtain additional coverage is included.
The fire insurance coverage in the Unit Owners amount of $1,000,000 budgeted in the

Plan is adequate so that insured shall not be a co-insurer if the policy contains a coinsurance provision.

(8) MANAGEMENT FEES - (Budget - $45,600)

Based on a proposal from HS Brothers Property Management, located at 140-75 Ash Avenue, Office 2E, Flushing, NY 11355 (hereinafter the "Agent") to manage the Condominium for an initial term of one (1) year at an annual fee of $38,000 for the condominium. The Agent will have normal management responsibility, subject to the directives of the Board of Managers, including engaging personnel; performing bookkeeping services; involvement in collection of assessments; review of contracts to be entered into on behalf of the Condominium (subject to approval of the Board of Managers); causing maintenance and repair of the Property, but, unless provided for in the budget for the Condominium, the Manager shall not obligate the Condominium for any single item of repair, replacement, refurnishing or refurbishing in excess of $500 without the prior approval of the Board of Managers; maintaining the books and records of the Condominium; assistance in the preparation of annual budgets; attendance at monthly meetings of the Board of Managers; maintenance of bank accounts for the deposit of funds collected from Residential Owners; routine visual inspections of the property and presentation of recommendations to the Board of Managers. The rate indicated for management services is substantially similar to prevailing costs for similar services. Principals of the Sponsor are not Principals of and/or affiliated with HS Brothers Property Management.

(9) PROFESSIONAL FEES- (Budget - $1,000)

The condominium will enter into an agreement with United Express Accounting and Tax Inc, located at 7-8 Chatam Square, Suite 302, New York, NY 10038 to provide audit, tax returns preparation, and financial statement preparation services for the condominium. At this time Sponsor has not entered into an agreement for legal services, however, Sponsor is including $200 as a reserve for such fees.

(10) OTHER EXPENSES — (Budget - $3,000)

This item is to provide a fund for permits, inspection, taxes, registration fees, violations and unanticipated expenses.

(11) RESERVE FOR EQUIPMENT REPLACEMENT — (Budget — $22,359)

Provides for a reserve to offset future replacement of capital items, such as building facade, and common building elements. An amount equal to at least 10% of the operating income is budgeted towards a capital reserve account. No representation is or can be made that this amount is adequate to cover all such expenses, when required. The reserve fund will be placed in an interest-bearing account separate and apart from the general operating funds and if not used in any specific year will accrue on a yearly basis. In view of the fact this Condominium is a new construction development, although Sponsor cannot make any guarantees, it is unlikely there will be any major capital

improvements during the first five (5) years of Condominium operation. The level of reserve set forth herein should be sufficient to pay for major capital repairs or replacements items likely to be needed within the first five years of Condominium operation.

(12) TOTAL PROJECTED EXPENSES — (Budget — $245,949)

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from July 1, 2023—June 30, 2024.

IN THE OPINION OF HS BROTHERS PROPERTY MANAGEMENT HAVING AN OFFICE ADDRESS AT 140-75 ASH AVENUE OFFICE 2E, FLSUHING, NY 11355, THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. THE BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

VII. SCHEDULE B-1

FOR FIRST FULL YEAR OF CONDOMINIUM OPERATION BEGINNING JULY 1, 2023 to JUNE 30, 2024

The following are the projected individual Residential Units in the Condominium electric costs for lighting, power and air conditioning, heating, washer/dryer based on information provided by HPL Engineering P.C., 150 River Rd., Suite 2, Montville NJ 07045.

	ELECTRICTY		NATURAL GAS		TOTAL UTILITIES	
	Monthly	**Annually**	**Monthly**	**Annually**	**Monthly**	**Annually**
3A~10A	$73.27	$879.22	$29	$346	$102.27	$1,225.22
3B~10B	$71.71	$860.57	$29	$346	$100.71	$1,206.57
3C~10C	$72.90	$874.83	$29	$346	$101.90	$1,220.83
3D~10D	$88.53	$1,062.41	$35	$418	$123.53	$1,480.41
3E~10E	$85.97	$1,031.69	$35	$418	$120.97	$1,449.69
3F~10F	$96.49	$1,157.84	$35	$418	$131.49	$1,575.84
3G~10G	$71.99	$863.86	$29	$346	$100.99	$1,209.86
11A	$73.27	$879.22	$29	$346	$102.27	$1,225.22
11B	$71.71	$860.57	$29	$346	$100.71	$1,206.57
11C	$72.90	$874.83	$29	$346	$101.90	$1,220.83
11D	$88.53	$1,062.41	$35	$418	$123.53	$1,480.41
11E	$86.89	$1,042.66	$35	$418	$121.89	$1,460.66
11F	$107.00	$1,283.99	$35	$418	$142.00	$1,701.99
11G	$60.65	$727.83	$29	$346	$89.65	$1,073.83
12A	$73.27	$879.22	$29	$346	$102.27	$1,225.22
12B	$71.71	$860.57	$29	$346	$100.71	$1,206.57
12C	$72.90	$874.83	$29	$346	$101.90	$1,220.83
12D	$88.53	$1,062.41	$35	$418	$123.53	$1,480.41
12E	$90.73	$1,088.74	$35	$418	$125.73	$1,506.74
12F	$142.93	$1,715.10	$48	$576	$190.93	$2,291.10
GARAGE#01	$2,111.94	$25,343.28	-0-	-0-	$2,111.94	$25,343.28
COMMERCIAL STORE	$1,634.51	$19,614.14	-0-	-0-	$1,634.51	$19,614.14
RES.COMMON	$900.24	$10,802.82	-0-	-0-	$900.24	$10,802.82

The above costs are estimated only and are based on conditions outlined herein and electric and water rated currently in effect which include the latest utility company surcharges for fuel adjustments plus applicable taxes. It also takes in account the variation of family size and lifestyle. The above costs may also vary depending upon the setting of the apartments' thermostats and the maintenance of the equipment in good and efficient condition. The projected costs presented herein cannot be guaranteed and should only be used as a guide. A true assessment of the costs can only be made after several years of stable building operation. In addition, the effect of inflation, fuel shortages and other factors

may raise the cost of electricity and gas substantially higher than the current or projected rate. Residential Units will be commonly metered for gas.

Although the Sponsor is under obligation to provide accurate information to prospective Purchasers, factors beyond its control may substantially affect the cost of electricity and gas after the purchase of a Residential Unit or in subsequent years. Sponsor represents however, that it has followed the plans and specifications provided by the manufacturer of the appliances together with the recommendation of the manufacturer and other experts to enable these items of equipment to operate at an optimum efficiency at the lowest cost.

VIII. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

ANTHONY J. FICARA
PARTNER
AFICARA@MORITTHOCK.COM

March 8, 2023

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

Re: **35TH AVENUE CONDOMINIUM**

Gentlepeople:

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

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

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

I hereby authorize inclusion of this opinion in the Offering Plan for 35th Avenue Condominium to be filed with the Department of Law.

Very truly yours,
MORITT HOCK & HAMROFF LLP

By: Anthony Ficara
Anthony J. Ficara, Partner

IX. NON-RESIDENTIAL UNIT

The Condominium will initially contain one (1) Commercial Unit which will be referred to as referred to as the Non-Residential Unit, subject to the rights of the Non-Residential Unit Owner to subdivide and merge same.

The Condominium will contain one (1) Commercial Unit, which may be used for any lawful purposes permitted under the local zoning code, including, without limitation, for Commercial sales uses.

The Sponsor and/or Owner(s) of a Non-Residential Unit will have the right, without the consent of the Condominium Board, other Unit Owners or the holders of mortgages on Units, whether before or after the recording of the Declaration of Condominium, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary into and upon their Units; or (b) alter or improve any Limited Common Elements applicable to their Unit; provided, however, that in each instance the Non-Residential Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Boards and all other Unit Owners harmless from any liability arising therefrom. The aforementioned right is not provided to Residential Unit Owners; however, this will not have a material adverse impact upon the Condominium.

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

Nothing contained in the Declaration shall prohibit the division or consolidation of any Non-Residential Unit(s) and Common Interest appurtenant thereto, including but not limited to a change in the number of rooms. In no case, however, may such division or consolidation result in a different percentage of Common Interest for the total of the new

Non-Residential Unit(s) than existed for the total of the original Non-Residential Units(s) before division or consolidation.

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

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

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

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

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

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

The Condominium Board will not have any right to restrict or limit the method of operation, use or appearance of any Non-Residential Unit, which are permitted by law. No rules affecting the operation of the Non-Residential Units may be adopted or modified by the Condominium Board without the consent of the respective Non-Residential Unit Owners. All or any part of a Non-Residential Unit may be leased or subleased by the Non-Residential Unit Owner. The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of any of the Non-Residential Units. Notwithstanding the foregoing, no Non-Residential Unit shall be used for any illegal uses or for the following uses: pornography stores, drug treatment facilities or homeless shelters.

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

The Owner(s) of the Non-Residential Units will be obligated to pay a share of the cost of insurance and maintenance and operation of the Common Expenses shared with the Residential Units and other costs reflected in Schedule B proportionate share of the General Common Expenses of the Condominium as determined in accordance with the special allocation of said Units proportionate share of the expenses of the Condominium, as described in Article VII, Section 8 of the By-Laws. The Non-Residential Unit Owners will also be responsible for the entire cost of the maintenance and operation of the Non-Residential Units Limited Common Elements. However, the Condominium Board may also make allocations and assessments of Common Charges to the Common Expenses in accordance with sub metering, contract allocations and usage (both projected and

actual) so long as such allocations are reasonable under the circumstances and are based on special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular Unit Owners. In the event of any dispute relating to the expenses to be borne by the Non-Residential Unit Owners such dispute shall be submitted to arbitration in accordance with the provisions contained in Article XII of the By-Laws. In addition, pursuant to Section 339-bb of the Real Property Law a larger portion of the insurance costs may be applied to a Non-Residential Unit.

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

X. CHANGES IN PRICE AND UNITS

The prices for these condominium interests may be changed from those set forth in this Offering Plan so that Purchasers may pay different prices for similar interests. No such change will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the Offering Plan prices without filing an amendment to the Plan at any time during the offering where a reduction in sales prices does not constitute a general offering but is rather the result of an individually negotiated Unit purchase. All changes in prices which are an across the board increase or decrease affecting one or more lines of Units or models, or is to be advertised or is a price increase for an individual Purchaser will be done by a duly filed amendment to the Offering Plan.

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

No change will be made in the size or number of Residential 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 Offering Plan and, when applicable, to the Declaration of Condominium.

Unless an affected Purchaser consents, no material change will be made in Residential Unit size, layout, or percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Residential 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 Common Elements.

Purchasers should note that there is a rebuttable presumption that a variation of 5% or less in the estimated square footage of the Units shall not be considered a material adverse change that would trigger a right of rescission. Notwithstanding the foregoing, a decrease of less than five (5%) percent could be material and may require consent of any affected purchaser under contract.

XI. INTERIM LEASES

The Sponsor will not enter into interim leases with Purchasers for Residential Units prior to closing. In no event shall Purchaser take possession of the Residential Unit prior to the time of the delivery of the deed, nor shall Purchaser enter the Residential Unit or have his or her contractors or agents enter the Residential Unit to perform work prior to closing without the written authorization of the Sponsor. Should the Purchaser violate this provision, Sponsor will have the right to remove Purchaser from the Residential Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default of the Purchase Agreement and Sponsor may retain the funds being held in escrow to a maximum of ten (10%) percent of the sales price plus the cost of extras ordered, as liquidated damages. Purchasers should refer to Paragraph 22 of the Purchase Agreement.

The Sponsor may, at any time, enter into leases for Non-Residential Units in the Condominium.

XII. PROCEDURE TO PURCHASE

The Sponsor hereby offers for sale the Residential Units under construction in the Condominium for mixed use occupancy in accordance with applicable municipal zoning regulations. Occupancy of the Residential Units, or portion of a Residential Unit, by a lessee or lessees of the Unit Owner, for the purposes set forth in this paragraph conform with the zoning regulations permitting construction of this Condominium.

Sponsor will endeavor in good faith to sell the Residential Units in the Condominium in a reasonably timely manner. However, Sponsor is retaining the unconditional right to rent rather than sell the Units. Because Sponsor is retaining the unconditional right to rent rather than sell the Residential Units, this plan may result in the creation of a condominium in which a majority of the Residential Units are not owned by owner-occupants or investors who are unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell the Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent necessary to declare the plan effective (11 Residential Units) and owner-occupants may never gain effective control and management of the Condominium.

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

Any person may accept Sponsor's offer to sell the Unit by entering into a Purchase Agreement with the Sponsor. The Agreement provides that the Purchaser will purchase from the Sponsor a designated Unit in the Condominium as described in the Declaration creating such Condominium. A Purchaser will be afforded a minimum of three (3) business days to review the Offering Plan and all filed amendments prior to executing a Purchase Agreement. If a Purchaser has not received the Plan and all amendments thereto at least three (3) business days prior to Purchaser's signing a Purchase agreement, Purchaser shall have the right to rescind the Purchase Agreement within seven (7) days from the date the Purchase Agreement is executed. Any conflict between the Offering Plan and the Purchase Agreement shall be resolved in favor of the Offering Plan.

Upon signing the Purchase Agreement the Purchaser shall make a down payment of ten (10%) percent of the purchase price of a Unit plus the cost of any special work ordered by the Purchaser. Upon full payment of the balance of the purchase price and the balance of the cost of any special work ordered, in cash or by mortgage at the Closing, Purchaser will receive a bargain and sale deed with covenant against grantor's acts and containing the provisions set forth in Section 13 Subdivision 5 of the Lien Law, which will convey good and marketable title to the ownership of fee ownership in the Unit and such percentage of Common Interest in the Common Elements as is set forth on Schedule A,

free and clear of all liens and encumbrances other than those set forth in Section XV of the Offering Plan. Sponsor must either return a fully executed Purchase Agreement within twenty (20) days to the Purchaser or reject the Purchase Agreement and refund the deposit monies. In the event the Sponsor does not act within said twenty (20) day period the Purchase Agreement will be deemed accepted by the Sponsor so long as the Purchase Agreement has not been modified by the Purchaser or Purchaser's attorney.

The Power of Attorney attached to the Purchase Agreement must be executed by Purchaser at the Closing of Title. Failure to execute the Power of Attorney will result in a default under the Purchase Agreement.

It is anticipated that the Closing to the first Unit will occur on or about July 1, 2023. In the event said date is delayed by twelve (12) months or more, Purchasers will be offered a right of rescission.

After the Offering Plan is declared effective, the Sponsor will give each Purchaser who enters into a Purchase Agreement not less than thirty (30) days prior written notice of the date, time and place for the Closing of Title to the Unit unless a Purchaser waives such thirty (30) day notice. A form for such waiver is contained as Schedule D-2 to the Offering Plan.

The Purchase Agreement may not be assigned, marketed or advertised for sale by Purchaser without the written consent of Sponsor, which consent may be withheld in Sponsor's sole discretion.

The risk of loss or damage to the Unit by fire or any other cause until the delivery of the deed to the Purchaser is assumed by the Sponsor. Any Purchaser who takes possession of a Unit prior to closing assumes the risk of losses not covered by insurance.

The Purchase Agreement may not contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law. Any conflict between the Purchase Agreement and the Plan will be resolved in favor of the Plan. The Purchase Agreement and Plan comply with Section 71.a (3) of the New York Lien Law. Said statute provides that the initial advance of the Purchase Agreement be deposited in an escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in New York State. The escrow and trust fund provisions disclosed below complies with said statute.

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

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

ESCROW AND TRUST FUND PROVISIONS

The Escrow Agent:

The law firm of Moritt Hock & Hamroff LLP, whose address is 1407 Broadway, 39th Floor, New York, NY 10018, and whose telephone number is 212-239-2000, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Anthony J. Ficara, Ted A. Berkowitz, Gary C. Hisiger, David H. Cohen and Robert M. Finkel. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at Popular Bank, 85 Broad Street, New York, New York 10006, 1120 Avenue of the Americas, New York, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled “Moritt Hock & Hamroff LLP, IOLA/FBO 35th Avenue Condominium" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Moritt Hock & Hamroff LLP, 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 attached hereto as Schedule D in Part II of the Plan. The relevant escrow trust fund provisions are included in Paragraph 29 of the Purchase Agreement, which must be executed by the Escrow Agent.

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 of placing the deposit in the Escrow Account, 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, NY, 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

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.

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 Purchase Agreement upon closing of title to the Unit; or

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

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

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

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

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

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

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

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.

Purchasers should note as a special risk that although all funds received by Sponsor for upgrades or extras to a Residential Unit will initially be placed in the escrow account, such funds may be released from the Escrow Account without the requirements outlined below as long as the Sponsor uses the funds for such upgrade or extra. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds paid to the Sponsor for upgrades or extras to the extent expended. Notwithstanding the foregoing, in the event

Sponsor abandons the Offering Plan, Sponsor will be obligated to return any funds paid for upgrades or extras.

Should Purchaser bring an action against Seller in any court of proper jurisdiction (including small claims court), the Purchase Agreement contains a clause requiring that disputes regarding the disposition of deposits, down payments, or advances received by Sponsor be submitted to arbitration. The arbitration forum shall be the American Arbitration Association. Purchasers shall be required to bear the costs of any arbitration, including compensation of the arbitrator(s), if Sponsor is the prevailing party. Additional details, if any, concerning the arbitration clause, may be found in the Procedure To Purchase Section of the Plan and Purchase Agreement.

Purchaser and Seller hereby waive trial by jury in any action, proceeding or counterclaim arising out of this Purchase Agreement, provided such waiver is not prohibited by any laws of the State of New York. Any action or proceeding brought by either party hereto against the other, directly or indirectly, arising out of this Purchase Agreement, shall be instituted in a court in Kings County and all motions in any such action shall be made in Kings County. If arbitration is used to resolve a dispute herein, the arbitrator will be an independent third party not related to any party in the dispute.

Disputes regarding the disposition of deposits, down payments, or advances received by Sponsor shall be submitted to arbitration. The Purchase Agreement requires arbitration of disputes concerning the disposition of escrowed funds. Purchaser should be advised of the following:

1) the arbitrator will be neutral and independent of the Sponsor and its principal(s);

2) the arbitration forum shall be the American Arbitration Association and the arbitrator selected shall be agreed upon by the parties;

3) that the arbitration will take place in the County of Kings County, New York;

4) the parties to the Purchase Agreement are giving up the right to bring suit in court, including the right to a trial by jury, concerning disputes over the disposition of escrowed funds, except as provided by the rules of the arbitration forum in which a claim is filed;

5) arbitration awards are generally final and binding, and that a party's ability to have a court reverse or modify an arbitration award is very limited, see New York Civil Practice Law and Rules § 7511;

6) the ability of the parties to obtain documents, witness statements and other discovery may be more limited in arbitration than in court proceedings;

7) the arbitrators may not have to explain the reason(s) for their award;

8) the rules of some arbitration forums may impose time limits for bringing a claim in arbitration;

9) New York law does not authorize the filing of a notice of pendency based on ongoing arbitration proceedings, unlike litigation;

10) the rules of the American Arbitration Association may be found at: www.adr.org/Rules;

11) Purchasers shall be required to bear the costs of any arbitration, including compensation of the arbitrator(s), if Sponsor is the prevailing party. Additional details, if any, concerning the arbitration clause, may be found in the procedure to purchase section of the plan and Purchase Agreement; and

12) that the deposit shall not be released from escrow until at least 90 days has elapsed from the issuance of a final arbitration award (see CPLR § 7511). If the purchaser brings a proceeding pursuant to CPLR § 7511 to vacate the award, the funds must remain in escrow until that proceeding is finally adjudicated.

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

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

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

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

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

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

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

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

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

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

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

XIII. FINANCING FOR QUALIFIED PURCHASERS

THIS PLAN DOES NOT CONTAIN ANY FINANCING ARRANGEMENTS FOR PURCHASERS. PROSPECTIVE PURCHASERS WHO ARE INTERESTED IN SUCH FINANCING SHOULD CONTACT LENDING INSTITUTIONS, SUCH AS MUTUAL SAVINGS BANKS AND COMMERCIAL BANKS, MANY OF WHICH HAVE ADVERTISED THAT THEY OFFER FINANCING TO PURCHASERS OF CONDOMINIUM UNITS.

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

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

NO REPRESENTATION IS MADE BY THE SPONSOR AS TO WHETHER ANY PURCHASER WILL QUALIFY FOR FINANCING OR AS TO THE TERMS, COST OR AVAILABILITY OF SUCH FINANCING. THE SPONSOR SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ANY APPLICANT IF THEIR APPLICATION FOR FINANCING IS NOT ACCEPTED.

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

XIV. EFFECTIVE DATE OF THE PLAN

Sponsor's offer to sell the Units is contingent upon the Plan being declared effective and no Closing to a Unit will be held until the Plan is declared effective. This Offering Plan will not become effective until bona fide purchasers, have executed Purchase Agreements which have been accepted by Sponsor for at least fifteen (15%) percent in number of the Residential Units offered for sale under the Plan (15% x 69 = 11 Residential Units).

The Plan may be declared effective by personal service of notice on every Purchaser, or by commencement of service by mail in the manner required by 13 NYCRR §20.1(d), stating that the Plan is declared effective and Sponsor will, within five (5) business days of said notice, submit for filing an amendment to the Plan to the Department of Law confirming that the Plan was declared effective on a specified date. The Sponsor will not Close Title to the first Unit until the Amendment disclosing the effectiveness of the Condominium has been accepted for filing by the Attorney General.

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

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

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

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

Further, the Sponsor has the option not to Close Title to the Units and to abandon the Plan at any time if less than eighty (80%) percent in number of the Residential Units offered hereby are sold and title to any Unit has not been conveyed. In the event Sponsor exercises such option, it shall forthwith return to the Purchaser all monies paid with interest, if any, within twenty (20) days of the abandonment of the Plan. When Purchase Agreements for eighty (80%) percent of the Units have been entered into the Sponsor must declare the Plan effective (80% x 69 = 56 Residential Units).

Once the Plan has been declared effective, it may not be abandoned except for (i) a defect in title which cannot be cured for less than ½% of the total amount of the offering; (ii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than ½% of the total offering; or (iii) the taking of any material portion of

the property by condemnation or eminent domain. Any stated dollar amount relied upon as basis for abandonment after effectiveness will exclude all attorneys' fees as well as any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record. In the event Sponsor abandons the Plan, it shall do so by means of a filed amendment to the Plan. All monies advanced by Purchasers will be returned to them within twenty (20) days of the abandonment of the Plan. If Sponsor decides to abandon the Plan before declaring the Plan effective, Sponsor will file an amendment disclosing such abandonment and file a RS-3 Form with the Department of Law.

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. Said funds must be returned within five (5) days after the amendment abandoning the plan has been accepted for filing. If there are no outstanding purchase agreements the Sponsor need not submit an amendment but shall submit a form RS-3 to the Office of the Attorney General which shall be served simultaneously by the Sponsor on all commercial or professional tenants, if any, in the manner specified by Section 20.1(d)(1) of Part 20 of Title 13 NYCRR.

Pursuant to the terms of this Plan, the Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent of the Residential Units being offered for sale. Even if the Plan is declared effective with a minimum number of sales, it is possible if Purchasers counted towards effectiveness do not ultimately purchase a Residential Unit that, in such limited circumstances, the Sponsor may be able to close Residential Units with fewer than the minimum number of sales. In addition, in the event all purchase agreements entered into 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. Purchasers should further 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 Residential Units in a building or group of buildings be under contract 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 has not sold a substantial percentage of the Residential Units 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 a Residential Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

XV. TERMS OF SALE

After the Plan has been declared effective the Sponsor will fix a date for the Closing of 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. Notice will be sent to all Purchasers who have executed and delivered Purchase Agreements to the Sponsor and whose Purchase Agreements are then in effect by (i) personal delivery or (ii) mailing by regular mail or registered or certified mail with or without return receipt requested, addressed to the Purchasers at the last known residence of such Purchaser or, if the Purchaser has provided written information of an alternative address for notices, addressed to the Purchaser at the alternative address. If Sponsor has no information of the last known residence address, but has written information of the place of business or employment of such Purchaser, the mailing shall be addressed to such last business or employment address. Said notice will also include notice of the obligation to pay the balance of the purchase price.

Such notice will be served no less than thirty (30) days before the date set for the Closing of the Units for Purchasers. Sponsor may permit Purchasers to waive the thirty (30) day provision by a written waiver. A form for such waiver of the thirty (30) day notice is contained as Schedule D-2 to the Offering Plan.

On the Closing Date fee title to the Unit will be conveyed to the Purchaser together with the Units and undivided interest in the Common Elements. The Closing of Title to the first Unit is expected to commence on or about. Such Closing, however, will only take place after or simultaneously with the happening of the following events:

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

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

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

4. Title to each Unit and its appurtenant interest in the Common Elements will be conveyed at the closing free and clear of all liens, encumbrances and

title exceptions other than those described in the Offering Plan and the proposed Unit Deed.

5. If applicable, prior to closing, the sponsor will procure the real property transfer gains tax tentative assessment and return (or statement of no tax due) and will, at closing, pay all real property transfer gains tax and all other transfer taxes due and comply with the requirements of the New York State Department of Taxation and Finance.

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

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

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

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

10. The Sponsor will give each Purchaser who has entered into a Purchase Agreement not less than thirty (30) days' prior written notice of the date, time and place for the transfer of title to their Unit unless a Purchaser waives such thirty (30) days' notice. A form of such waiver is contained as Schedule D-3 to the Plan.

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

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

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

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

1. The state of facts shown on a stated survey and any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable.
2. Any sewer, water, gas, electric, drainage, telephone, cable television or utility easements granted or to be granted hereafter.

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

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

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

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

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

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

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

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

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

If existing mortgages or construction loans will not be satisfied at or prior to the closing of the first Unit, at the time of conveyance of the first Unit, each mortgagee will either: (i) consent to the formation of a condominium and acknowledge that its lien will be

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

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

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

XVI. CLOSING COSTS AND ADJUSTMENTS

The estimated Closing Costs to be borne by each Purchaser are estimated to be as follows:

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

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

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

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

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

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

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

4. In the event the Purchaser shall obtain a purchase money first mortgage, Purchaser shall pay recording fees for the mortgage of approximately $100. For first mortgages in an amount less than $500,000, Purchaser shall pay mortgage tax of 2.05% of the amount of the mortgage less $25 and for first mortgages in an amount in excess of $500,000, Purchaser shall pay

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

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

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

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

   The steps to compute the tax are:

   (a) Multiply the purchase price by the State Tax Rate to compute the tentative NYSTT.

   (b) Multiply the purchase price by the New York City Tax Rate to compute the tentative NYCRPTT.

(c) For NYSTT purposes, add the NYCRPTT to the purchase price (item "b")

(d) For NYCRPTT purposes, add both the NYSTT and NYCRPTT to the purchase price (items "a" and "b").

(e) Multiply the total of "c" above by the NYS tax rate for the NYSTT due.

(f) Multiply the total of "d" above by the NYC Tax Rate for the NYCRPTT due.

EXAMPLE: Purchase Price = $801,600

(a) $801,600 x .004 = $3,206 = tentative NYSTT
(b) $801,600 x .01425 = $11,423 = tentative NYCRPTT
(c) $801,600 + $11,423 = $813,023= Purchase Price for NYSTT
(d) $801,600 + $3,206 + $11,423 = $816,229 = Purchaser Price for NYCRPTT
(e) $816,229 x .004 = $3,265 = amount due for NYSTT
(f) $816,229 x .01425 = $11,631 = amount due for NYCRPTT

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

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

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

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

The seller is required to pay the additional base tax, but here Sponsor is transferring its statutory obligation to the Purchaser. If the seller fails to pay

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

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

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

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

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

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

As an example, a Purchaser of a Residential Unit in which the purchase price is $801,600 and who procures a first mortgage in the amount of $641,280 will pay the following approximated closing costs:

Fee Title Insurance:	$ 3,003
Mortgage Insurance:	$ 735
Deed Recording Fee:	$ 235
Power of Attorney Recording Fee:	$ 100
Mortgage Recording Fees:	$ 225
§339-ee Affidavit Recording Fee:	$ 50
New York State Transfer Tax:	$ 3,206
New York City Transfer Tax:	$11,423
Mortgage Tax:	$12,315
Condominium Working Capital:	$ 615
Pro-Rata Insurance	$ 413
Sponsor Attorney Fees for Preparation of Deed, Power of Attorney and other Closing Documents:	$ 2,500
TOTAL	$34,820

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

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

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

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

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

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

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

XVII. RIGHTS AND OBLIGATIONS OF THE SPONSOR

No bond or other security has been furnished to secure performance of the following obligations. All obligations pertaining to the Common Elements shall be enforceable only by the Board of Managers on behalf of the Unit Owners and not by the individual Unit Owners. During the time the principals of the Sponsor control the Board, it is within their sole power to enforce the obligations of the Sponsor pertaining to the Common Elements. If there are non-Sponsor members of the Board, and there is a vote on whether to sue the Sponsor, the Sponsor's Board representatives cannot lawfully vote on that issue. Sponsor must enforce its obligations under the Plan, as those obligations are described in the Plan, and owes a duty to the Condominium to do so. Sponsor will endeavor in good faith to sell the Residential Units in the Condominium in a reasonably timely manner. However, Sponsor is retaining the unconditional right to rent rather than sell the Units. Because Sponsor is retaining the unconditional right to rent rather than sell the Residential Units, this plan may result in the creation of a condominium in which a majority of the Residential Units are not owned by owner-occupants or investors who are unrelated to the Sponsor. Due to the fact Sponsor is not limiting the conditions under which it will rent rather than sell the Residential Units, there is no commitment to sell more Residential Units than the fifteen (15%) percent necessary to declare the plan effective (11 Residential Units) and owner-occupants may never gain effective control and management of the Condominium. The following shall pertain to the Sponsor:

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

2. 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.

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

4. The Sponsor's repair of any damage from a casualty or other cause that occurs before the closing of Purchaser's Residential Unit. In the event a

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

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

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

7. Sponsor has obtained financing (the "Building Loan") from S3 RE Funding III LLC, a Delaware limited liability company ("Lender"), having an address at 535 Madison Avenue, 19th Floor, New York, New York 10022, which has enabled Sponsor to purchase and update the Development. The Sponsor will be obligated to pay off and otherwise comply with the terms of the Building Loan on the entire Condominium. After the recording of the Declaration and before the closing of title to the first Unit, the lender will set a release price for Unit so that Sponsor can pay-off such amount of the underlying mortgage with the sale of the Unit. In addition, before the closing of title to the first Unit, all liens and mortgages affecting the Condominium shall be paid and satisfied or the Unit being conveyed and its appurtenant Common Interest shall be released therefrom by partial release duly recorded. In order to obtain partial releases, the Lender will require that the Sponsor pay a release price on the sale of each Unit, until the loan is repaid in full. Such minimum release price shall be determined prior to the closing of a Unit and be based on the total outstanding loan at that time. This portion of the loan will not be added to the Purchase price, but rather Sponsor may use the proceeds from such sale to pay towards the underlying mortgage. Therefore, there will be no resulting costs from Sponsor's Building Loan

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

Purchaser shall not be obligated to pay any adjournment fee as a result of a delay caused by any assignment/consolidation of Sponsor's construction loan. The terms of the Construction Loan contemplate the project as a "for-sale" condominium project. Sponsor may declare the Plan effective by selling a minimum of fifteen (15%) percent (eleven (11) of the Units being offered for sale.

At the time of conveyance of the first Unit, each mortgagee will either:

(i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units;
(ii) subordinate the lien of its mortgage to the declaration of condominium; or
(iii) release its lien on the condominium unit being conveyed and its interest in the common elements.

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

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

8. The Sponsor will diligently, expeditiously and at its own cost, complete construction of the Condominium in accordance with the plans and specifications described in the architects and/or engineers property description report(s) contained herein and will diligently perform all of its obligations set forth in this Offering Plan and will deliver to the Board of Managers a copy of the "as built" plans filed with the recording of the Declaration or any amendment thereto and in addition will provide the Board with a full set of building plans filed with the local Municipality together with any "field changes" made during the course of construction. Purchasers should note that there is a rebuttable presumption that a variation of 5% or less in the estimated square footage of the Units shall not be considered a material adverse change that would trigger a right of rescission. Notwithstanding the foregoing, a decrease of less than five (5%) percent could be material and may require consent of any affected purchaser under contract. Furthermore, Sponsor reserves the right to select the ultimate

location of the kitchen and bathroom cabinets, counters and drawers, as same may differ from the locations set forth on the floorplans. Although the Sponsor intends to use the materials, fixtures, appliances and equipment described herein and in the building plans, the Sponsor reserves the right to substitute materials, fixtures, appliances and equipment of Equal or Better quality or design for any of those set forth. The substitution of materials, fixtures, appliances and equipment will be disclosed in an amendment to the Offering Plan.

Sponsor may not change the size, location of buildings or Units other improvements or common elements if such changes affect the percentage of common interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees' consent in writing to such change. Sponsor further reserves the right to determine the ultimate Residential Unit type mix to be constructed at a Building; determine the location of electric, gas and water meters, electric transformers, air conditioning compressors, speed bumps, mailboxes; and make any other changes required by the City of New York. Any such changes may not adversely affect the value of any Unit to which title has closed or for which a purchase agreement has been executed unless all Unit Owners or contract vendees, who are not in default, have consented.

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

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

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

10. The Purchaser of a Residential Unit will inspect such Residential Unit prior to the Closing Date and will execute at such time an inspection statement acknowledging Purchaser's acceptance of the Residential Unit in good condition and in accordance with the terms of the Plan, provided that if Purchaser finds that Sponsor's improvements have not been completed as

described in the Plan then Sponsor and the Purchaser in question will agree to include on the inspection statement a list of incomplete work of a material nature to be completed in the Residential Unit by Sponsor as provided in the Purchase Agreement. Sponsor will have no obligation to complete any work, which is not specifically designated by the Purchaser on the inspection statement. Notwithstanding the foregoing, Sponsor's obligation is to construct the premises in accordance with all applicable codes and filed plans and specifications and Sponsor will complete any work that does not meet such obligations. A Purchaser will receive prior notice that a Residential Unit is available for inspection pursuant to this Paragraph, as more particularly set forth in the Purchase Agreement in Part II of the Plan. A Purchaser who fails to inspect such Residential Unit will be deemed to have accepted the Residential Unit in good condition and in accordance with the terms of the Plan. After Closing of title to each Residential Unit the Purchaser thereof must comply with the procedures established by the Managing Agent or the Board of Managers regarding such Purchaser's move into the Residential Unit. This will include "move in" fees, which will be refunded to the Purchaser unless the Purchaser or the Purchaser's agents cause damage to the Building during the move in. In such an event the move in fees will be used to repair said damage. In the event the move in fees are less than any damage caused, the Purchaser will be responsible for the additional amount. In the event the move in fees are greater than the damage caused, the Purchaser will be refunded the excess amount. At this time the Sponsor will be collecting move in fees from Purchasers in the initial amount of $1,000. In addition, Purchasers will be required to utilize licensed professional movers when moving in and out of the Building. Said movers must carry all-risk general liability insurance in a minimum amount of $1,000,000 per occurrence and name the Board of Managers of the Condominium as additional insured. A copy of said policy must be tendered to the Board a minimum of three (3) business days prior to the scheduled move date.

11. In view of the fact the Condominium will consist of a Building containing more than five (5) stories the Housing Merchant Implied Warranty Law contained in Article 36-B of the General Business Law is not applicable. Notwithstanding said fact, the Sponsor will correct any materially adverse condition in the construction of the Residential Unit or in the installation or operation of any mechanical equipment therein due to materials or improper workmanship materially at variance with the plans and specifications set forth in the architects and/or engineers property description report(s), as may have been changed by Sponsor from time to time provided that it is notified of such materially adverse construction condition in writing by certified mail: a) for patent defects within the Unit, or patent defects in the Common Elements affecting the Unit, 6 months from the date of closing; b) for latent defects within the Unit, or latent defects in the Common Elements affecting the Unit, one year from date of closing; c) for general Common

Element defects, one year from the later of issuance of the Certificate of Occupancy or completion of that portion of the Common Elements which is claimed to be defective ("Limited Warranty"). If a materially adverse construction condition occurs in an item, which is covered by this warranty, the Sponsor or Sponsor's contractors will (a) repair or (b) replace the item. The choice between repair or replacement is strictly the Sponsors. **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.**

Purchaser should note that:

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

(b) Sponsor accepts no responsibility for any warranty obligation for incidental or consequential damage caused by any materially adverse construction condition.

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

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

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

Regarding the Common Elements of the Condominium the Sponsor will correct any materially adverse condition in the construction of the Common Elements, or in the installation or operation of any mechanical equipment therein, due to improper workmanship or material materially at variance with this Offering Plan as may be changed by Sponsor from time to time provided and on condition that Sponsor is notified of or becomes aware of such material adverse construction condition(s) within twelve (12) months from the Date of the Closing of the first Residential Unit. In no event will Sponsor be liable for consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations under the Plan will be to repair or, at Sponsor's option, replace

(or cause to be repaired or replaced) any materially adverse condition of construction (whether arising as a result of defects in material or improper workmanship or material materially at variance with the plans and specifications contained within the architects and/or engineers property description report(s)), subject to the terms and conditions (and within the time limits) set forth in this paragraph. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications contained within the architects and/or engineers property description report(s).

In no event will Sponsor be responsible for any condition in the Residential Unit or the Common Elements resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or building materials; (ii) construction issues or adverse construction condition of an immaterial nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements that may abut the Building, nail pops, protruding dry wall fastenings, ridging on gypsum board, lumber shrinkage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square; electrical plates not straight; discoloration or shrinkage; slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the Building; (iv) deviations in the level of ceilings, and imperfections in ceiling finishes; (v) imperfections in painting finishes; (vi) deviations in the level of a floor or failure of finished floors and walls to be straight or on plane or at less than 90º from each other; (vii) alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows in accordance with customary practice and professional standards; (ix) noise from normal plumbing and the HVAC system; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching; (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood; (xiii) repair of chips, scratches, mars, breaks, dents, cracks or other defects in: exterior stone; windows, window glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, back splashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances (except if appliances are dented or chipped due to improper installation); woodwork, millwork and doors; mirrors and after the Residential Unit Closing, paint touch-ups, repair of

dented appliances, or replacement of light bulbs; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or variations in veining of any natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks or discoloration in concrete and/or paving; (xix) discoloration to hardware and plumbing finishes; (xx) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xxi) scratched, dirty or cracked lenses in light fixtures; or (xxii) terrace tiles not laid flat, or color variation in tiles or mortar, or stained tiles; (xxiii) subsequent to the Residential Unit Closing, paint touch-ups, repairs of dented appliances or replacement of fluorescent light ballasts, or (xxiv) salting or color variation in exterior colored mortar and deep colored brick; (xxv) remove mold from the Building or any Unit therein, which was not a result of construction or Sponsor's actions or failure to act, or (xxvi) or normal water penetration in frameless shower doors. Sponsor will be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair will be made by filling the stone or formica or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, formica or porcelain surfaces. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS OR MATERIALLY ADVERSE CONSTRUCTION CONDITIONS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING OR RESIDENTIAL UNIT. PURCHASERS WHO PURCHASE A RESIDENTIAL UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR RESIDENTIAL UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING OR RESIDENTIAL UNIT. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE BOARD THEREOF. IF PURCHASERS OR ANY BOARD DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SPONSOR.

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

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of (i) any immaterial variations from the Plans and specifications contained within the architects and/or engineers property description report(s) or the description of any portion of the Building or a Residential Unit set forth in the Plan or (ii) minor variations from the Plans

and specifications contained within the architects and/or engineers property description report(s) or the description of any portion of the Building or a Residential Unit set forth in the Plan which are neither in violation of applicable building codes, nor require the approval of any governmental authority having jurisdiction, provided such minor variations are of Equal or Better Quality than as set forth in the plans and specifications contained within the architects and/or engineers property description report(s) or description in this Plan as solely determined by Sponsor's architect. There is a rebuttable presumption that 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. Any such variation affecting the Property, which is material will be disclosed in a duly filed amendment to the Plan. Furthermore, Sponsor reserves the right to select the ultimate location of the kitchen and bathroom cabinets, counters and drawers, as same may differ from the locations set forth on the floor plans, however, Sponsor may not do so for any Unit under contract without written consent of the Purchaser. Notwithstanding anything to the contrary set forth herein, Sponsor has the obligation 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.

Sponsor shall specifically list items that are present in the Units or Common Elements which will not be included in the conveyance. As such, Sponsor specifically excludes all personal property located within the Units or within the Common Elements, which have been, or are being utilized in connection with the construction of the Building (such as building supplies, tools and equipment) and any furnishings, material and/or electronics utilized in connection with the sale of Units and marketing of the Condominium.

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

13. Sponsor agrees to pay for the authorized and proper work involved in the construction and establishment and sale of the Condominium that Sponsor is obligated to complete under the Plan and will cause all mechanics liens with respect to such construction to be promptly discharged or bonded. The Sponsor will pay all expenses incurred prior to the establishment of the Condominium and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred or in connection with the sale of all of the Residential Units held or owned by the Sponsor and will pay all selling expenses

including, but not limited to, advertising and printing costs, architect fees, and costs of filing this Offering Plan and amendments thereto.

14. No bond or other security has been posted to secure Sponsor's obligations.

15. The Sponsor reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Elements of the Condominium for the purpose of completing its construction and sale of the Units and facilities in the Condominium and, towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, and other utilities and for any other materials or services necessary for the completion of the work. Sponsor also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the Common Elements. Sponsor will be obligated to pay for the cost of any utilities it uses as a result of its use of the easements, licenses, rights and privileges of a right-of-way. Finally, the Sponsor reserves the right to continue to use the Common Elements and any facilities, sales offices, model units and signs located on the Common Elements, in its efforts to market the Units in the Condominium. Sponsor will be obligated to repair any damage to the Common Elements and Units caused as a result of its use of the easements, licenses, rights and privileges of a right-of-way to complete the construction of the Condominium. Sponsor's use of the easements, licenses, rights and privileges of a right-of way to complete the Condominium will not preclude a Unit Owner from using its Unit as a single-family residence. Sponsor's right to use of the Common Elements, as described herein, will terminate when the Sponsor ceases to own any Units in the Condominium.

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

17. In accordance with Section 339-p of the Real Property Law, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the floor plans filed with the recording of the declaration are

an accurate copy of portions of the plans of the buildings as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.

18. Sponsor reserves the right to delay the commencement of collection of Common Charges. During any such delay, the Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments. Upon commencement of collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium. Sponsor shall remain obligated to update the budget for the Condominium as provided for in governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice, or statement to Purchaser's. Thereafter, Sponsor shall also disclose such fact in the post-closing Amendment to the Offering Plan as a benefit to subsequent Purchasers. Such Amendment will also disclose the anticipated period of delay. Sponsor will notify all Owners in writing the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan. Regardless of any delay in collection of common charges, sponsor shall also provide certified financial statements for the Condominium.

XVIII. CONTROL BY THE SPONSOR

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

At the first annual meeting of Unit Owners called pursuant to Section 9 of Article II a total of seven (7) Members shall be elected or designated. Two (2) members shall be elected/appointed collectively by the Commercial Unit Owners and five (5) members shall be elected by the Residential Unit Owners. The term of office of one (1) of the Commercial Unit Members shall be fixed for three (3) years, the term of office of one (1) of the Residential Members shall be fixed at three (3) years, the term of office of one (1) of the Commercial Unit Members shall be fixed for two (2) years, the term of office of one (1) of the Residential Members shall be fixed at two (2) years, and the term of office of one (1) of the Residential Members shall be fixed at one (1) year. After Sponsor's initial control period Sponsor shall retain the right to designate one (1) Member of the Board of Managers until such time as Sponsor no longer owns a Unit. During the Sponsor Control period, Sponsor will have voting control of the Board of Managers. Until the Commercial Units are sold, Sponsor will retain the right to designate one member to the Board as the Commercial Unit Owner, which is in addition to Sponsor's right to designate a members based on Sponsor's ownership of Residential Units. Notwithstanding the foregoing, Sponsor shall not be entitled to designate a majority of the Board after the expiration of the Sponsor Control Period. See Section XIX of the Offering Plan. Notwithstanding that the Board is comprised of Sponsor's designees, all Board members have a fiduciary obligation to manage in the best interests of the Unit Owners, even if doing so conflicts with Sponsor's interests. In the event, however, that a Sponsor controlled Board does not enforce Sponsor's obligations under the Plan, Unit Owners may have to seek other means to enforce such obligations.

Purchasers for their own occupancy may never gain control of the Board of Managers under the terms of this Offering Plan. The By-Laws do not contain a provision requiring that after the sponsor-control period expires the Board must be made up of owner-occupants or members of an owner-occupant's household who are unrelated to the Sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed as a result of their different reasons for purchasing, i.e. purchasing a Residential Unit to live in as opposed to purchasing as an investment. The Sponsor will also, during this indeterminate period, have control of maintenance, facilities and services to be provided and will determine the Common Expenses to be paid by all Unit Owners, including the Sponsor and the enforcement of the Sponsor's obligations through the Board of Managers. Sponsor must enforce its obligations under the Plan, as those obligations are described in the Plan, and owes a duty to the Condominium to do so. Purchasers individually or as a group may take legal or administrative action to enforce the Sponsor's obligations to the Condominium. However, they will be unable to do so in the name of the Condominium. In addition, the funds utilized for such actions will either have to be obtained by a special assessment of all Unit Owners excluding the Sponsor or obtained through independent funds of the Unit Owners. In the event the Unit Owners are unsuccessful in an action against the Sponsor, Sponsor has the right to request that the court or administrative department hearing the action grant the Sponsor reimbursement of legal fees, which would be payable by the Unit Owners, excluding the Sponsor.

Sponsor may exercise veto power over expenses other than those required to comply with applicable laws or regulations; to remedy any notice of violation; or to remedy any work order by an insurer for a period ending not more than five (5) years after the closing of the first Unit or whenever the Unsold Units constitute less than 25 percent of the Common Interest, whichever is sooner.

The first Board of Managers of the Condominium will consist of Linzhong Zhuo, Ken Huang, and TBD. Ken Huang and Linzhong Zhuo are principals of the Sponsor and have a business address of 201 46th Street, FL 1, Brooklyn, NY 11220. The Sponsor shall retain the right to substitute other persons in the place of the above-named individuals until the resignation of the first Board as set forth below. The first Board of Managers will call for the first Annual Meeting of the Residential Unit Owners to elect and designate a new Board within one (1) year of the closing of the first Residential Unit. Sponsor will continue to hold annual meetings during the period it controls the Board of Managers. At such time as all of the Residential Units are closed, Sponsor must relinquish control of the Board of Managers. Upon the election and designation of the new Board, the Members of the first Board will resign. Members of the Board of Managers shall not be compensated for their services. Members of the Board of Managers may be removed for cause by an affirmative vote of a majority of the Residential Unit Owners. Officers of the Condominium may be removed with or without cause, at anytime, by the affirmative vote of a majority of the whole Board of Managers.

For a period ending (i) five (5) years from date of the closing of the first Unit, or (ii) one hundred and twenty (120) days after the closing of ninety (90%) percent of all Units

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

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

(i) to comply with applicable laws or regulations; or
(ii) to remedy any notice of violation; or
(iii) to remedy any work order by an insurer.

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

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

XIX. BOARD OF MANAGERS

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

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

Board of Managers

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

At the first annual meeting of Unit Owners called pursuant to Section 9 of Article II a total of seven (7) Members shall be elected or designated. Two (2) members shall be elected/appointed collectively by the Commercial Unit Owners and five (5) members shall be elected by the Residential Unit Owners. The term of office of one (1) of the Commercial Unit Members shall be fixed for three (3) years, the term of office of one (1) of the Residential Members shall be fixed at three (3) years, the term of office of one (1) of the Commercial Unit Members shall be fixed for two (2) years, the term of office of one (1) of the Residential Members shall be fixed at two (2) years, and the term of office of one (1) of the Residential Members shall be fixed at one (1) year. Separate ballots shall be conducted for each of the three terms of office. Each Residential Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units) shall be entitled to cast one vote for each .01% (rounded off to the nearest .01%) of Common Interest attributable to its Unit or Units, for each Residential Board Member to be elected, in proportion to the Common Interest of all Units unless otherwise mandated by law or expressly provided for in the Declaration. Each Commercial Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units) shall be entitled to cast one vote for each .01% (rounded off to the nearest .01%) of Common Interest attributable to its Unit or Units, for the Commercial Board Member to be elected, in proportion to the Common Interest of all Units unless otherwise mandated by law or expressly provided for in the Declaration, if not appointed. The one nominee(s) on each of the ballots, as the case may be, receiving the highest number of votes on their ballot shall constitute the duly elected Board of Managers. At the expiration of the initial term of office of each respective Member, the Member's successor shall be elected to serve a term of three (3) years. The Members shall hold office until their successors have been elected and hold their first meeting. Elections are to be held annually. After Sponsors initial control period, Sponsor shall retain the right to designate one (1) Residential Member of the Board of Managers until such time as Sponsor no longer owns a Residential Unit. Until the Commercial Unit is sold Sponsor will retain the right to

designate one member to the Board as the Commercial Unit Owner, which is in addition to Sponsor's right to designate a member based on Sponsor's ownership of Residential Units. Notwithstanding the foregoing, Sponsor shall not be entitled to designate a majority of the Board after the expiration of the Sponsor Control Period.

Any provisions that give the Sponsor control of the enforcement of the Sponsor's obligations are not lawful. If there are non-Sponsor members of the Board, and there is a vote on whether to sue the Sponsor, the Sponsor's board representatives cannot lawfully vote on that issue. The By-Laws do not include a provision that a majority of the Board of Managers must be Owner-occupants or members of an Owner-occupant's household who are unrelated to the Sponsor and its principals, after the end of an initial Sponsor control period.

The first Board of Managers of the Condominium will consist of The first Board of Managers of the Condominium will consist of Linzhong Zhuo, Ken Huang, and TBD. Ken Huang and Linzhong Zhuo are principals of the Sponsor and have a business address of 201 46th Street, FL 1, Brooklyn, NY 11220.

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

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

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

Removal of Members of the Board of Managers

Residential Unit Members of the Board of Managers may be removed for cause by an affirmative vote of a majority of the respective Residential Unit Owners. No representative of the Board of Managers, other than a member of the first Board of

Managers or Sponsor's designees or nominees, shall continue to serve on the Board if, during their term of office, the Member shall cease to be a Residential Unit Owner.

Powers and Duties of Board of Managers

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

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

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

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

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

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

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

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

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

copy of such rules and all amendments shall be delivered to each Residential Unit;

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

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

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

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

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

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

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

Owners, the consent of all such affected Unit Owners shall be required in writing before such easement shall be granted); and

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

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

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

Liability of Board of Managers and Residential Unit Owners

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

Indemnification of Board of Managers

The Unit Owners of the Condominium shall indemnify and hold harmless each of the Members of the Board of Managers against all contractual liability to others arising

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

Officers

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

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

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

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

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

The Treasurer shall disburse the funds of the Condominium.

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

Repairs, Alterations and Improvements to Common Elements

All maintenance, repairs and replacements to the General Common Elements including but not limited to exterior walls of a Building, windows, roof and roof members, as well as all maintenance, repairs and replacements to any pipes, wires, conduits and

public utility lines, any portion of which is located outside the Unit shall be made by the Board of Managers and the cost thereof shall be a Common Charge payable by all Unit Owners. The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the General Common Elements. All maintenance, repairs and replacements within and to the Residential Units, whether structural or nonstructural, Ordinary or Extraordinary, will be made by the respective Residential Unit Owners at their expense.

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

The Condominium shall be responsible for the maintenance, repairs and replacements to all elements of the building which service two (2) or more Residential Units and which are located in the space between the exterior face of the sheetrock wall enclosing the interior of a Residential Unit and the exterior face of the exterior masonry wall. As such, any Common Elements located within a Residential Unit shall not be considered a part of such Unit.

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

Restoration or Reconstruction After Fire or Other Casualty

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

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

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements insuring a Building, including all of the Units and the bathroom, kitchen and laundry equipment initially installed therein by the Sponsor, together with all heating, air conditioning equipment and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of a Building. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each mortgagee of a Unit which shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine.

Reports to Residential Unit Owners

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

Amendments

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

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

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

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

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

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

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

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

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

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

Units Acquired by the Board of Managers

All Units which are acquired by the Board of Managers, or its designee as a result of foreclosure of a lien for non-payment of Common Charges, shall be held by the Board

on behalf of all Unit Owners. The percentage of Common Interest acquired by the Board shall remain as originally designated in Schedule A of the Offering Plan and the Declaration of Condominium and the Board shall be responsible for paying all Common Charges appurtenant to said Unit. The Board shall be entitled to cast all votes that are appurtenant to said Units at any Unit Owners meeting for all purposes except for the election of Members to the Board of Managers.

Termination of Condominium

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

Covenant Against Partition of Common Elements

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

XX. RIGHTS AND OBLIGATIONS OF RESIDENTIAL UNIT OWNERS AND THE BOARD

Sale or Lease of Units

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

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

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

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

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

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

Condominium as described in Article Tenth, Section (c) of the Declaration of Condominium.

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

Real Property Law Section 339-kk

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

Restrictions on Occupancy and Use

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

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

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

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

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

Restrictions on Pets

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

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

Mortgage of Residential Units by Residential Unit Owners

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

Common Charges Assessment and Collection

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

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

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

The estimate of Condominium expenditures in Schedules A and B were made by the Sponsor and passed upon HS Brothers Property Management, having an office address at 140-75 Ash Avenue, Office 2E, Flushing, New York 11355. Although the Sponsor is of the opinion that such estimates are accurate and reasonable, they are not intended and cannot be construed as an assurance of the actual expenses and are merely based upon information available at this time. Actual costs may be lesser or greater than as set forth herein.

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

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

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

the name of the Board of Managers in a bank authorized to do business in the State of New York.

Sponsor reserves the right to delay the commencement of collection of Common Charges. During any such delay, the Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments. Upon commencement of collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium. Sponsor shall remain obligated to update the budget for the Condominium as provided for in governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice, or statement to Purchaser's. Thereafter, Sponsor shall also disclose such fact in the post-closing Amendment to the Offering Plan as a benefit to subsequent Purchasers. Such Amendment will also disclose the anticipated period of delay. Sponsor will notify all Owners in writing the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan. Regardless of any delay in collection of common charges, sponsor shall also provide certified financial statements for the Condominium.

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

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

Liens for the Non-Payment of Common Charges

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

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

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

During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges.

Repairs, Alterations and Improvements to the Units

No Residential Unit Owner shall make any addition, alteration or improvement (of either a temporary or permanent nature) of a structural nature in or to the Residential Unit Owner's Residential Unit, any Limited Common Element or any portion of the Condominium which affects two (2) or more Residential Units, without the prior written approval of the Board of Managers. Furthermore, no Residential Unit Owner may alter or remove any interior wall without the prior written approval of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural addition, alteration or improvement in such Residential Unit Owner's Residential Unit within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed addition, alteration or improvement. No Residential Unit Owner will make any addition, alteration or improvement of a structural nature in or to any Residential Unit, any Limited Common Element or any portion of the Condominium which affects two (2) or more Residential

Units, without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board, its members and officers, and all Residential Unit Owners from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from the City of New York or any other governmental agency. In the event the Board of Managers chooses to have the proposed addition, alteration or improvement reviewed by an independent architect or engineer, the Residential Unit Owner shall pay the charges of such architect or engineer. The Residential Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from their alterations, additions or improvements to their Residential Unit.

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

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

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

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

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

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

Insurance

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

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

The proceeds of all policies of physical damage insurance carried by the Board shall be payable to the Insurance Trustee if the loss shall amount to more than $40,000

to be applied for the purpose of repairing, restoring or rebuilding a Building unless otherwise determined by the Residential Unit Owners, as hereinafter set forth.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by the Residential Unit Owners or of the invalidity arising from any acts of the insured or any Residential Unit Owners and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

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

A New York Bank or Trust Company shall be the Insurance Trustee unless or until replaced by a bank or trust company in the State of New York, designated by the Board of Managers. In the event that the Insurance Trustee shall resign or not qualify, the new Insurance Trustee shall also be a bank or trust company in the State of New York designated by the Board of Managers. The Insurance Trustee shall hold all proceeds of insurance policies in accordance with Section 254.4 of the Real Property Law.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a General Common Expense. The Board of Managers shall also obtain and maintain, to the extent obtainable: (1) fidelity insurance covering all employees of the Condominium who handle Condominium funds; (2) Worker's Compensation insurance; and (3) in order to limit the liability of Unit Owners for personal injury and tort, public liability insurance covering each Member of the Board of Managers and each Unit Owner, in such limits as the Board of Managers may deem proper. The Board of Managers shall review such limits once each year.

The public liability insurance policy to be maintained until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will be a limit of $1,000,000 per occurrence covering all claims for bodily injury and for property damage arising out of any one (1) occurrence in the Common Elements.

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

THE CONDOMINIUM INSURANCE COVERAGE DOES NOT COVER FIRE AND LIABILITY INSURANCE FOR THE PURCHASER'S PERSONAL EFFECTS AND INTERIOR OF THE RESIDENTIAL UNIT. PURCHASERS ARE ADVISED TO SECURE SUCH COVERAGE.

The insurance the Sponsor will initially procure for the Condominium will contain officers and director's liability or fidelity bond insurance.

The Board will arrange for repair of the Units in the event of casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs will be assessed against all Unit Owners. For further provisions regarding repair or reconstruction of Units, after fire or casualty and condemnation provisions see Article VII and XII of the By-Laws. In the event of a casualty loss, the Unit Owners will continue to pay the Common Charges on his or her Unit.

Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals are required prior to renewal of any fire policy. See Schedule B for the estimated insurance costs of the Condominium.

Access by Board of Managers

The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under the Declaration and By-Laws. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use of the Units but no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Condominium or its property, or the Units, or for the safety of Condominium residents or other persons, or required to avoid the suspension of any necessary service to the Condominium.

By-Laws and Rules and Regulations

Ownership of a Unit in the Condominium subjects the Unit Owner to compliance with the provisions of the Declaration and By-Laws as well as any rules and regulations contained in the Declaration or By-Laws or established by the Condominium in accordance therewith. The rules and regulations set forth in the Declaration and By-Laws can be found in Part II of the Plan in Schedule I, Article Seventeenth and Schedule J, Article VIII. The Board of Managers can institute legal actions to enforce compliance with the provisions of the Declaration and By-Laws as well as the rules and regulations established therewith.

The provisions of the By-Laws which requires Members of the Board of Managers to be Residential Unit Owners will not apply to the first Board of Managers or any Sponsor designees to the Board of Managers.

Easements

Each Unit Owner will have an easement in common with all other Unit Owners for the use, maintenance and repair of all pipes, wires, conduits and public utility lines located in the Common Elements or located in other Units and servicing the Unit Owner's Unit. Further, each Unit Owner will have an easement for the continuance of any encroachment by their Unit on any adjoining Unit or Common Element now existing or which may come into existence hereafter as a result of the settling of the Units or repair or alteration of the Unit by the Board of Managers, after damage by fire or other casualty or as a result of condemnation or eminent domain proceedings, or by reason of an alteration made by the Board to the Common Elements so that any such encroachment may remain undisturbed so long as the Unit stands. Each Unit will be subject to such encroachments and easements in favor of all other Units.

Each Residential Unit Owner will have, in common with all other Residential Unit Owners and each Residential Unit will be subject to, an easement for the use of a Residential Unit's Limited Common Elements and any facilities located therein, including but not limited to, such easement as will be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, such Residential Unit Owner's Residential Unit and an easement to connect to existing utilities including, but not limited to, utilities for gas, electricity, water and ventilation.

Each Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving the Building and any replacements thereof and additions thereto and an easement of necessity, and each Unit will be subject to an easement of support and necessity in favor of all other Units and the Common Elements. Each Unit will have an easement for lateral and vertical support among all adjoining Units and Common Elements.

The Board of Managers, its agents and employees shall have a right of access to the Units and to the Common Elements (irrespective of the restricted nature of such Common Element) to inspect, maintain or repair the Common Elements or any pipe, wire, or conduit therein or to make repairs to the Unit to prevent damage to the Common Elements or any other Unit.

Allocation of Common Interest

The Common Interest of the Condominium establishes the Unit Owners percentage of ownership in the Common Elements of the Condominium and percentage of liability for the payment of General Common Charges. Each Unit Owner has the percentage of Common Interest in the Condominium set forth on Schedule A.

The Common Interest of each Unit has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. Said method of determining the percentage of Common Interest in a condominium complies with and

is pursuant to Section 339-i (1) (iv) of the Real Property Law of the State of New York. This percentage determines the amount that the Residential, Commercial and Parking Space Unit Owners will pay for their Common Charges.

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

Copies of both the Declaration and By-Laws are contained in Part II of the Offering Plan.

XXI. REAL ESTATE TAXES

In accordance with the New York State Condominium Act, real estate taxes applicable to each Unit will be separately assessed and taxed as a separate Lot and the Unit Owner will not be responsible for payment of or subject to any lien arising from nonpayment of taxes for another Unit. The estimated monthly costs and charges to be incurred by the Owner of each Unit in the first year in which the Property will be fully subject to real estate taxes together with estimated insurance costs for the fire and liability insurance on each Unit and other carrying costs are set forth on Schedule A. Pursuant to an estimate from Metropolitan Realty Exemptions, Inc. ("Metropolitan"), 381 South 5th Street, Brooklyn, New York 11211, dated February 13, 2023:

The Condominium is not eligible for 421-a tax benefits, as such, Schedule A reflects the estimated taxes for the Residential Units without the 421-a tax abatement.

2023/24 Partial Assessed Value and Tax Liability

The first year of condominium operation is anticipated to begin on July 1, 2023, and end on June 30, 2024. Since the construction of the project was not yet completed by the tentative Assessment Date of January 5, 2023, the assessed value for tax year 2023/24 does not reflect the full increase in valuation.

Assuming the 2023 tax rate of 12.267% for tax class 2 (i.e., $12.267 per $100 of the assessed value {as the assessment is for the entire building prior to the subdivision}), our projection for the taxes for the first year of condominium operation (from 7/1/23 thru 6/30/24), will be as follows:

Assessed Value	Tax Rate	Real Estate Tax
$1,733,595	12.267%	$212,660

Upon completion of construction, it is anticipated that the first tax year during which full valuation (with the above-estimated amounts) will be reflected will be tax year 2024/25.

ICAP Real Estate Tax Benefits

An abatement is granted on that portion of a property's assessed valuation known as the abatement base. The abatement base for each year is limited to the increase in assessed valuation solely attributable to improvements made to the commercial portion of the property.

The ICAP program has replaced the Industrial and Commercial Incentive Program (ICIP) in New York City. The Industrial and Commercial Abatement Program (ICAP) reduces a portion of the increase in real property taxes due to new construction, modernization or rehabilitation of industrial/commercial buildings, by providing up to a maximum of 25-year property tax abatements for qualified projects.

Eligible ICAP applicants receive an abatement of their taxes equal to a percentage of the "Abatement Base". The "Abatement Base" is equal to the "Post-completion Tax" minus 115% of the "Initial Tax". The "Post-completion Tax" is the taxable assessed value (the lower of the actual or transitional assessed values) shown on the assessment roll with a taxable status date immediately following the earlier of either, upon the completion of construction (issuance of a Final Certificate of Occupancy), or four years from the date of issuance of the project's first building permit multiplied by the "Initial Tax Rate". The "Initial Tax Rate" is the tax rate applicable to the assessment roll with a taxable status date immediately preceding the issuance of the first building permit.

The "Initial Tax" is the taxable assessed value indicated on the assessment roll with a taxable status date immediately preceding issuance of the first building permit multiplied by "Initial Tax Rate". Neither the post-completion Tax nor the Initial Tax includes the assessed value of the subject property's land, and the ICAP abatement is not available to reduce the real estate tax attributable to its land.

It is important to note that the ICAP benefits are implemented only following the initial tax year (July 1 of any year) after completion of construction. Completion of construction is determined upon the issuance of a Final Certificate of Occupancy.

Eligibility Requirements

The preliminary applications must be filed prior to the issuance of the first building permit (or, if no permit is required, prior to the start of construction). Projects will NOT receive benefits if a building permit is issued prior to filing a preliminary application.

The final application must be filed within one year from the date of the issuance of the building permit, or if no permit is required, within one year from the start date of construction. The final application may be filed no later than one year after the issuance of the initial permit or the commencement of construction.

Time Limit for Construction

There is a 5-year time limit in which to complete construction. Failure to do so will result in termination of inflation protection, if applicable.

Minimum Required Expenditure (MRE)

The MRE for all projects is 30% of the property's assessed value in the tax year with a taxable status date immediately preceding the date of issuance of the project's first building permit. Applicants have 4 years from the date of issuance of the first building permit in which to spend the full MRE.

ICAP Eligibility

Based upon the foregoing information furnished to Metropolitan, and subject to Sponsor's timely completion of work and filing of all documentation pursuant to ICAP of the Real Property Tax Law and applicable rules and regulations as is required to obtain the benefits thereof, and assuming presently applicable ICAP provisions apply, it is Metropolitan's opinion that:

- The premises, after construction is completed, will be eligible for partial real estate tax exemption under Section ICAP, for up-to a 25-year period, as outlined above.
- All Section ICAP partial real estate tax benefits may be revoked or reduced if the application misstates or omits to state a material fact and/or for non-payment or underpayment of taxes and for certain other reasons. In addition, the benefit can be revoked for business or labor violations.

Real Property tax rates set each year by the City Council are applied to these property values, to determine each homeowner's annual tax liability. The current 2021/22 tax rates are 10.755% for tax class 4 and 12.235% for tax class 2.

Proposed Real Estate Tax Liabilities

Metropolitan has taken the following factors in account when formulating their opinion: (a) the recent tax assessment history on the property; (b) comparable residential projects in Queens (specifically, in the Flushing neighborhood) which have been newly constructed; (c) market conditions in the general area; (d) proposed estimate of the cost of construction; (e) calculation of the total floor area of usable space.

Assessments in New York City are made on a fiscal year basis, beginning on July 1st of each year and ending on June 30th the following year. The status of the building on January 5th of each year is the basis of the assessment for the fiscal year beginning that July 1st.

Post-Completion Projected Assessed Value and Tax Liability

Considering the aforementioned factors, Metropolitan is estimating that for the post construction tax year the DOF will set the Total Assessed Value at approximately $5,428,298.

2024/25 Projected Full Assessed Value and Tax Liability

Considering the aforementioned factors, Metropolitan estimates that DOF will set the assessed value of the property at approximately $5,428,298 following completion of construction.

Assuming the 2023 tax rate of 12.267% for tax class 2 (i.e., $12.267 per $100 of the assessed value), our projection for the taxes for the second year following the condominium operation (from 7/1/24 thru 6/30/25), will be as follows:

Commercial Tax Liability without ICAP	
Assessed Value	$664,350
Tax Liability	**$70,727**
Commercial Tax Liability with ICAP	
Assessed Value	$664,350
Tax Liability	$70,727
ICAP Abatement Amount	-$60,553
Commercial Tax Liability	**$10,173**

Residential Tax Liability	
Assessed Value	$3,872,448
Tax Liability	**$475,033**
Parking Tax Liability	
Assessed Value	$891,500
Tax Liability	**$94,909**

** **All ICAP benefit recipients must complete a CCU (Certificate of Continuing Use) to renew the abatement biennially, regarding certain business operation data relating to the recipient's economic impact and outcomes. Such report shall contain information including tenancy data, information regarding employment creation and job retention and any other information deemed relevant by the department.**

Although the aforesaid estimate of actual assessed valuation is a good faith estimate, it is not possible to estimate the same with any degree of certainty. Assessed valuations, when actually made, may be lesser or greater based on interpretation of the administrative code and the applicable rules and regulations of the City of New York. The estimates are not intended, and should not be construed as warranties as to future assessed valuations of the Property. In no event will the consultant, the Sponsor, the Sponsor's counsel or any other person be liable if the assessed valuation, when actually made, is lesser or greater than that predicted above or if the administrative code and the applicable rules and regulations of the City of New York are in the future changed or if the facts as represented, prove to be untrue. In the event actual real estate taxes differ than from the estimates provided herein, Purchasers will not be offered rescission.

After the condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units. In addition, pursuant to the provisions of the Internal Revenue

Code of 1986 and the Tax Cuts and Jobs Act of 2017, the real estate taxes payable by a Residential Unit Owner, which are assessed against their Residential Unit by any governmental taxing authority, up to a maximum of $10,000 (inclusive of local and state tax deductions), are a proper deduction in connection with Federal and State Income Taxes payable by such Residential Unit Owner.

Projected tax deductions (where applicable) may vary in future years due to changes in the interest rate on the Residential Unit Owner's mortgage (if any) or from changes in the allocation of constant debt service payments to interest and principal, or due to changes in real property taxes, or from changes in the assessed value, the tax rate or the method of assessing real property.

Purchasers are encouraged to review the projected real estate taxes with counsel and/or a real estate tax professional.

Each Unit will be given a separate block and lot designation.

The estimate of real estate taxes for each Unit for the first year of Condominium operation further assumes that the amount of real estate taxes payable with respect to each Unit will be calculated by dividing the total tax liability among the Units in proportion to their percentage of Common Interest as indicated in Schedule A. There is no assurance that the City of New York will allocate taxes between Units in proportion to their percentage of Common Interest. If they do not, Owners of Units with the same Offering Price will pay different amounts of real estate taxes.

Although in the Sponsor's opinion this method of calculating the real estate taxes applicable to each Unit is reasonable, there can be no assurance that the final exemptions applied for will be granted or that this method of calculation of real estate taxes applicable to each Unit will be the final method used by the New York City taxing authorities in establishing the real estate tax assessment for each Unit. If for any reason a different method of calculation is used or a different assessment is placed upon any of the Units by such authorities, real estate taxes may increase or decrease, depending upon the final decision of such taxing authorities.

Since the New York State Condominium Act provides that real estate taxes will be separately assessed against each individual Unit Owner, the result of the tax exemption program will be to give each individual Unit Owner the full benefit of the tax exemption program.

In the event the Units have not been separately assessed for real estate tax purposes prior to the Closing of Title to the first Unit, Sponsor may place in escrow, in the name of the Condominium Board, an amount equal to the unpaid real estate taxes which will be levied against the Units in the Condominium for the six (6) month period following the first Closing. Thereafter, at each closing during said period, each Purchaser will reimburse the Sponsor for the pro-rata amount paid on behalf of said Unit. In the event the actual assessment is greater than the amount adjusted, Purchaser agrees to

reimburse Sponsor after the Closing to the extent of the actual assessment. In the event the actual assessment is less than the amount adjusted, Sponsor agrees to reimburse the Purchaser after the Closing to the extent of the actual assessment.

Alternatively, Sponsor may place in escrow, in the name of Condominium Board of Managers, an amount equal to the real estate taxes attributable to the Unsold Units for such six (6) month period and may collect at each Closing the estimated amount of taxes attributable to such Unit for the balance of the six (6) month period. The Condominium Board will pay the real estate taxes from the Escrow Account when taxes are due and payable and the funder of the Escrow Account will be entitled to reimbursement from Unit Owners to the extent of the actual assessment.

If prior to consummation of the Offering Plan, as evidenced by the acceptance of a post-closing amendment to the Plan, Sponsor rents any Residential Unit (or portion thereof) to any person other than an interim lessee, the Sponsor will be obligated to abandon the Plan in accordance with the provisions of 13 NYCRR 20.1(1)(2) and 20.5(g).

Sponsor must declare the Plan effective within fifteen (15) months from the date of issuance of a final certificate of eligibility from the New York City Department of Housing Preservation and Development, pursuant to 28 RCNY 6-02(g)3.

Unit Owners will not be responsible for or subject to any lien arising from the non-payment of real estate taxes on any other Unit.

There are no tax certiorari proceedings currently pending for the property. The Board may act as an agent for one (1) or more Residential Unit Owners to file a single complaint and bring a special proceeding on behalf of Unit Owners who wish to contest the real estate tax assessments of their Residential Unit pursuant to Section 339-y(4) of the New York Real Property Law. In such event, the Board may retain counsel on behalf of such Residential Unit Owners and charge each Residential Unit Owner for whom it is acting a pro-rata share of expenses, disbursements and legal fees, the payment for which would be secured by a lien on each Unit. The Board is not obligated to perform such services and it is necessary to obtain the written authorization of the Residential Unit Owners it will perform such service for.

The Condominium Board may commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate taxes exemption or abatement, with respect to any or all of the Non-Residential Units for the benefit and on behalf of the respective Unit Owners thereof; but only to the extent requested and authorized to do so in writing by the respective Non-Residential Unit Owners thereof and provided such Non-Residential Unit Owners indemnify the Condominium Board and all other Unit Owners from and against all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) (collectively, "Costs") resulting form or incurred in connection with such proceedings.

Upon Closing of Title to the first Unit in the Condominium, Sponsor will make all tax benefit documents available to both the Residential and Condominium Board of Managers for inspection and copying, for the life of the benefits. Furthermore, Sponsor will file all tax benefit applications and timely comply with all procedures required to property process and maintain the tax benefits.

The Sponsor anticipates that the real estate tax rate will vary in future years rather than remain constant. The estimates of projected real estate taxes in this Offering Plan have been prepared by the Sponsor and cannot be construed as an assurance of the final tax costs, but are merely estimates based upon information available to the Sponsor at this time. In no event will the Sponsor or Sponsor's counsel be liable to any Purchaser under this Plan, nor will any Purchaser have the right to rescind their Purchase Agreement, in the event the amount of the taxes differ from those projected.

XXII. INCOME TAX DEDUCTIONS TO RESIDENTIAL UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

MORITT HOCK HAMROFF, LLP IS COUNSEL TO THE SPONSOR AND NOT TO ANY PURCHASER UNDER THE OFFERING PLAN. EACH PURCHASER SHOULD CONSULT WITH HIS OR HER OWN TAX COUNSEL, ACCOUNTANT OR OTHER FINANCIAL ADVISOR AS TO THE CONSEQUENCES OF THE OWNERSHIP OF A RESIDENTIAL UNIT.

The Sponsor has been advised by its counsel, Moritt Hock & Hamroff LLP, that each Residential Unit Owner will be entitled under present law to a deduction for Federal and New York State income tax purposes for the real estate taxes paid by him covering his Residential Unit, up to a maximum of $10,000 per year, inclusive of state and local taxes, and, provided the Residential Unit is used as the Residential Unit Owner's primary residence or one (l) other residence that the Residential Unit Owner selects pursuant to Section 163(h) of the Internal Revenue code of 1986 and the Tax Cuts and Jobs Act of 2017, for the interest paid by the Residential Unit Owner on any mortgage covering the Residential Unit Owner's Unit, up to a maximum loan amount of $750,000. Purchasers should note that the $10,000 per year tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $10,000 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000 threshold. See the Opinion of Counsel in Section XXIII of the Offering Plan. Similarly, the Sponsor has been advised by counsel that certain Residential Unit Owners who are veterans of the United States Armed Forces may be entitled to deductions covering part of the real estate taxes applicable to their respective Residential Units.

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

Sponsor has also been advised that pursuant to Section 528 of the Internal Revenue Code, certain Condominiums, substantially all of whose Residential Units are used for residences, are afforded the opportunity to elect to be treated as tax exempt organizations, as it relates to income derived from Common Charges. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium Properties, which properties, as defined in Section 528 of said Code, include property held by the Condominium, property commonly held by the members of the Condominium, or property within the Condominium held by the members of the Condominium. This Condominium has been structured so that it will meet the requirements of Section 528 of the Internal

Revenue Code and as a result the Condominium will be eligible to be treated as a tax-exempt organization under Section 528 of the Internal Revenue Code. Purchasers should refer to the Opinion of Counsel in Section XXI of the Offering Plan.

Moritt Hock & Hamroff LLP
ATTORNEYS AT LAW

XXIII. OPINION OF COUNSEL

March 8, 2023

Main & Northern Partners LLC
201 46th Street, Fl.1
Brooklyn, New York 11220

Re: 35TH AVENUE CONDOMINIUM

Gentlepeople:

We note that the Offering Plan for the above-captioned Condominium states that it is believed that the monthly payments of interest on any mortgage up to a maximum loan amount of $750,000 in the aggregate, which becomes a lien on a Condominium Residential Unit and real estate taxes payable by a Residential Unit Owner, up to a maximum of $10,000 per year (inclusive of state and local taxes), which are assessed against their Residential Unit by any governmental taxing authority, are a proper deduction in connection with Federal and New York State Income Taxes payable by the owner of such Condominium Residential Unit. Purchasers should note that the $10,000 per year tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $10,000 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000 threshold.

We have given this matter careful study, and it is our opinion that, pursuant to the provisions of the Internal Revenue Code of 1986 (the "Code") (See Revenue Ruling 64-31, C.B. 1964-300) and the corresponding provision of the New York State Law (See Section 615 of the Tax Law) and the Tax Cuts and Jobs Act of 2017, such interest payments and the aforesaid real estate payments are proper deductions by the Home Owner of a Condominium Residential Unit, in connection with their Federal and New York State income taxes. Similarly, we are of the opinion that each Condominium Residential Unit Owner whose Residential Unit is either their principal residence or the one other residence they select pursuant to Section 163 (h) (5) (A) (i) (II) of the Code will be entitled, under Section 216 (a) (2) of the Code and Section 615 (a) of the State Law, and the Tax Cuts and Jobs Act of 2017, to deduct interest paid or accrued by them on any mortgage which becomes a lien on their Condominium Residential Unit, up to a maximum amount of $750,000.

The Residential Unit may be so selected if the Residential Unit Owner either uses it as a residence within the meaning of Code Section 280A (d) (1) (i.e., they use it for personal purposes for a number of days which exceed the greater of fourteen (14) days, or ten (10%) percent of the number of days during the year for which the Residential Unit is rented at a fair rental), or neither rents nor uses the Residential Unit at any time during the year.

In addition, certain Residential Unit Owners who are veterans of the United State Armed Forces may be entitled to deductions covering part of the real estate taxes applicable to their Residential Unit.

In adding a new Section 528 to the Code, the Tax Reform Act of 1976 affords certain Condominiums and Associations, substantially all of whose Residential Units are used for residences, the opportunity to elect to be treated as tax exempt organizations. In order to qualify, sixty (60%) percent or more of the gross income of each must consist of amounts received as membership dues, fees or assessments from the Residential Unit Owners and ninety (90%) percent or more of the expenditures of each must be for the acquisition, construction, management, maintenance and care of the Condominium or Association properties, which properties, as defined in Section 528 of the Code, include property held by the Condominium or Association, or property within the Condominium or Association. Based upon our examination of the Offering Plan and subject to the Condominium or Association, if one is formed, actually satisfying the minimum percentage income and expenditure criteria set forth above, which is likely, it is our opinion that the Condominium or Association will be eligible to be treated as a tax-exempt organization under Section 528 of the Code.

Such an election will exempt from Federal and New York State Income Taxation all amounts received by the Condominium from the Residential Unit Owners as membership dues, fees or assessments. The Condominium will be taxed, however, on any excess of income over expenses from unrelated sources. Examples of unrelated sources of income include interest earned on reserve funds, income from concessions and income from dues or fees received from persons other than the Residential Unit Owners. In the event either the Condominium or the Association fails to qualify for and elect Section 528 taxation status in any year, it may, to the extent it has any income from accumulated revenues received by virtue of dues, fees and assessments received from Residential Unit Owners and unrelated sources of income, not expended in any taxable year, be subject to Federal and New York State Income Taxation (see Rev. Ruling 74-99, 1974-1 C.B. 131).

We have considered the relevant cases and rulings on the tax status of the Condominium including Revenue Rulings 74-17, 74-99, 75-370 and 75-371. These rulings, under certain circumstances, permit assessments for capital replacements and new or replacement equipment to be excluded from the Condominium's income and be treated for tax purposes as additional capital contributions. In such case each Residential Unit Owner's assessment for such purposes would add to their tax basis.

Although the Condominium described in the Plan may be deemed a taxable entity under such Rulings, assuming that all expenses are designated and accounted for, and that certain other special purpose assessments are properly treated as trust funds, the Condominium should not realize any significant amount of taxable income, other than with respect to incidental investment income, such as interest earned on reserve funds deposited in bank accounts.

We have examined the exceptions to title set forth in Section XIII of the Offering Plan, and we are of the opinion that none of such exceptions of title are contrary to the terms of the Purchase Agreement nor do they interfere with the quiet use or enjoyment of the Purchaser's Unit as set forth in the Offering Plan.

We have examined the Declaration and By-Laws pertaining to the proposed Condominium. It is our opinion that the Declaration and By-Laws, when recorded, will validly create a Condominium in accordance with Article 9-B of the Real Property Law of the State of New York.

In addition, we note that the percentage of Common Interest for each Residential Unit as contained in Schedule A has been determined based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular unit. In our opinion, this is a proper method of determining the percentage of Common Interest in a Condominium and complies with Section 339-i (1)(iv) of the Real Property Law.

In our opinion, the Condominium will be eligible for tax exempt status, if it so elects, and Residential Unit Owners will be entitled to the above-mentioned income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the given facts and documents referred to above Owners not to be or to cease to be entitled to the benefits or the level or duration of benefits described above).

Moritt Hock & Hamroff LLP
ATTORNEYS AT LAW

No assurances can be given that the tax laws upon which counsel base this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium, the selling agent or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause the Condominium to cease to meet the requirements of section 528 of the Internal Revenue Code of 1986, as amended, or the New York State Tax Law, as amended, and cause the Unit Owners not to be entitled to income tax deductions (or which cause Unit

It is our understanding that this letter will be made a part of the Offering Plan of 35th Avenue Condominium and we consent to its inclusion therein.

Very truly yours,

MORITT HOCK & HAMROFF LLP

By: Anthony Ficara
Anthony J. Ficara, Partner

METROPOLITAN
Realty Exemptions

Office: 381 South 5th Street, Brooklyn, NY 11211
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Email: martin@mretax.com |Web: www.mretax.com

May 18, 2022

Main & Northern Partners LLC
201 46th Street, Fl.1
Brooklyn, New York 11220

RE: 35th Avenue Condominium
135-25 Northern Boulevard Queens, NY
Block & Lot: 4958 – 120
Part of Former lot: 55

Letter of Opinion with the Proposed Real Estate Tax Liabilities and ICAP Exemption

To Whom It May Concern,

You have requested us to advise you with our opinion in respect to the applicability of the above property for partial real estate tax exemption the regulations adopted by the Department of Housing Preservation and Development, and the Industrial Commercial Abatement Program (ICAP) and the regulations adopted by the Department of Finance, as amended. In addition, advising with an estimate of the real tax liabilities with and without the above-mentioned program and its benefits.

Project Details
In order to prepare this letter and the opinion set forth herein, you have supplied us with the following information upon which we have relied:

1. The subject property is located at 134-16 35 Avenue, Queens, NY 11354, and is known as Block: 4958, Lot 120 with the New York City Department of Finance ("DOF").

2. Prior to commencement of construction the Building Classification was a miscellaneous warehouse, which is a Tax Class 4 property with the DOF.

3. The proposed is to construct a new mixed-use building with a retail store, sixty-nine (69) residential condominium units and an indoor parking garage.

4. According to the information provided to our firm, the approximate gross square footage for the commercial space will be 7,725 SF, the residential space will be 46,656 SF and the parking garage will be 17,830 SF.

5. There will be separate condominium tax lots filed with the DOF for the commercial unit, each residential unit and the parking units.

6. Based on assessment guidelines, the DOF Surveyor's Office shall class the commercial unit and the parking area as a tax class four (4) and levy the assessed value ("AV") on a 45% rate of the market value.

7. The residential units will be classed as a tax class two (2) and thus levy the assessed value on a 45% rate of the market value too.

ICAP Real Estate Tax Benefits

An abatement is granted on that portion of a property's assessed valuation known as the abatement base. The abatement base for each year is limited to the increase in assessed valuation solely attributable to improvements made to the commercial portion of the property. The ICAP program has replaced the Industrial and Commercial Incentive Program (ICIP) in New York City. The Industrial and Commercial Abatement Program (ICAP) reduces a portion of the increase in real property taxes due to new construction, modernization or rehabilitation of industrial/commercial buildings, by providing up to a maximum of 25-year property tax abatements for qualified projects.

Eligible ICAP applicants receive an abatement of their taxes equal to a percentage of the "Abatement Base". The "Abatement Base" is equal to the "Post-completion Tax" minus 115% of the "Initial Tax". The "Post-completion Tax" is the taxable assessed value (the lower of the actual or transitional assessed values) shown on the assessment roll with a taxable status date immediately following the earlier of either, upon the completion of construction (issuance of a Final Certificate of Occupancy), or four years from the date of issuance of the project's first building permit multiplied by the "Initial Tax Rate". The "Initial Tax Rate" is the tax rate applicable to the assessment roll with a taxable status date immediately preceding the issuance of the first building permit.

The "Initial Tax" is the taxable assessed value indicated on the assessment roll with a taxable status date immediately preceding issuance of the first building permit multiplied by "Initial Tax Rate". Neither the post-completion Tax nor the Initial Tax includes the assessed value of the subject property's land, and the ICAP abatement is not available to reduce the real estate tax attributable to its land.

According to the above calculation: if there is no considerable construction in the first 4 years after the Initial permit, there will be no benefit in the ICAP.

It is important to note that the ICAP benefits are implemented only following the initial tax year (July 1 of any year) after completion of construction. Completion of construction is determined upon the issuance of a Final Certificate of Occupancy.

Eligibility Requirements

The preliminary applications must be filed prior to the issuance of the first building permit (or, if no permit is required, prior to the start of construction). Projects will NOT receive benefits if a building permit is issued prior to filing a preliminary application.

The final application must be filed within one year from the date of the issuance of the building permit, or if no permit is required, within one year from the start date of construction. The final application may be filed no later than one year after the issuance of the initial permit or the commencement of construction.

Time Limit for Construction
There is a 5-year time limit in which to complete construction. Failure to do so will result in termination of inflation protection, if applicable.

Minimum Required Expenditure (MRE)
The MRE for all projects is 30% of the property's assessed value in the tax year with a taxable status date immediately preceding the date of issuance of the project's first building permit. Applicants have 4 years from the date of issuance of the first building permit in which to spend the full MRE.

ICAP Eligibility
Based upon the foregoing information furnished to us by you and your architect, and subject to your timely completion of work and filing of all documentation pursuant to ICAP of the Real Property Tax Law and applicable rules and regulations as is required to obtain the benefits thereof, and assuming presently applicable ICAP provisions apply, it is our opinion that:

- The premises, after construction is completed, will be eligible for partial real estate tax exemption under Section ICAP, for up-to a 25-year period, as outlined above.

- All Section ICAP partial real estate tax benefits may be revoked or reduced if the application misstates or omits to state a material fact and/or for non-payment or underpayment of taxes and for certain other reasons. In addition, the benefit can be revoked for business or labor violations.

DOF Assessment Guidelines
The New York City Department of Finance assesses the values regarding all New York City residential and commercial properties annually. Based on the assessor's determination of the assessment on taxable status date January 5th, the Department of Finance releases tentative assessments of the property value in January of every year and final assessments every May, prior to the beginning of each tax year. Assessments in New York City are made on a fiscal year basis, beginning on July 1st of each year and ending on June 30th the following year.

The property tax assessment process commences when the city's assessors determine the market value of the property. Property tax is only levied on a portion of the market value. This portion is called the assessed value. Regarding 1-3 family homes and condominiums with no more than three (3) stories, provided such property was previous classified as class one (1), the assessed values are levied on 6% of the market value. Regarding all other properties, taxes are levied on 45% of the market value.

Real Property tax rates set each year by the City Council are applied to these property values, to determine each homeowner's annual tax liability. The current 2021/22 tax rates are 10.755% for tax class 4 and 12.235% for tax class 2.

Proposed Real Estate Tax Liabilities

We have taken the following factors in account when formulating our opinion: (a) the recent tax assessment history on the property; (b) comparable residential projects in Queens (specifically, in the Flushing neighborhood) which have been newly constructed; (c) market conditions in the general area; (d) proposed estimate of the cost of construction; (e) calculation of the total floor area of usable space.

Assessments in New York City are made on a fiscal year basis, beginning on July 1st of each year and ending on June 30th the following year. The status of the building on January 5th of each year is the basis of the assessment for the fiscal year beginning that July 1st.

Real Property Tax Law Section 1805 provides for the creation of a transition assessment system within the City of New York. Under the transition assessment system, the usual increase in the actual assessed value of a property between one year and the next is phased in over a five-year period in equal installments. The five-year phase in does not apply to new construction or other increases due to physical improvements to the property. Increases due to such physical improvements or new construction are added in full to the next year's assessment. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transition assessed valuation.

We believe there will be a substantial increase in value for 2024/25 as a result of the new construction, and that such increase will be placed on the assessment roll immediately. However, in future years increases in assessed value will likely result in the taxable assessment being based on a phased-in transition assessment.

Post-Completion Projected Assessed Value and Tax Liability

Considering the aforementioned factors, we are estimating that for the post construction tax year the DOF will set the Total Assessed Value at approximately $5,428,298.

Assuming the 2021/22 tax rates of 10.755% for tax class 4 and 12.235% for tax class 2, the projected tax liabilities will be as follows:

Commercial Tax Liability without ICAP	
Assessed Value	$664,350
Tax Liability	**$71,451**
Commercial Tax Liability with ICAP	
Assessed Value	$664,350
Tax Liability	$71,451
ICAP Abatement Amount	-$60,553
Commercial Tax Liability	**$10,897**

Residential Tax Liability	
Assessed Value	$3,872,448
Tax Liability	**$473,794**
Parking Tax Liability	
Assessed Value	$891,500
Tax Liability	**$95,881**

In determining the assessed values for the individual units, the Department of Finance may use the common interest percentages set forth in the condominium declaration if such percentages are rationally and fairly determined.

Important! biennially ICAP Renewal

Please note: All ICAP benefit recipients must complete a CCU (Certificate of Continuing Use) to renew the abatement biennially, regarding certain business operation data relating to the recipient's economic impact and outcomes. Such report shall contain information including tenancy data, information regarding employment creation and job retention and any other information deemed relevant by the department.

Blended Taxes for First Year of Condo Operation

The first year of condominium operation will begin on January 1, 2023 and end on December 31, 2023. Taxes for the first year of condominium operation (before the ICAP abatement) will be as follows:

2022/23 Tax Year

Component	Area (Square Feet)	Assessed Value	Tax Rate	Real Estate Tax
Commercial Portion	7,725	$76,735	10.755%	$8,253
Residential Portion	46,656	$463,452	12.235%	$56,703
Parking Space	17,830	$177,112	10.755%	$19,048
Total:	72,211	$717,300		$84,005

2023/24 Tax Year

Component	Area (Square Feet)	Assessed Value	Tax Rate	Real Estate Tax
Commercial Portion	7,725	$664,350	10.755%	$71,451
Residential Portion	46,656	$3,872,448	12.235%	$473,794
Parking Space	17,830	$891,500	10.755%	$95,881
Total:	72,211	$5,428,298		$641,126

Estimated Taxes for First Year of Condo Operation

50% of year 2022/23 and 50% of year 2023/24		Assessed Value	Tax Rate	Real Estate Tax
Commercial Portion	7,725	$370,543	10.755%	$39,852
Residential Portion	46,656	$2,167,950	12.235%	$265,249
Parking Space	17,830	$534,306	10.755%	$57,465
Total:	72,211	$3,072,799		$362,565

Disclaimer

Although the aforesaid estimate of the Actual Assessed Valuation is a good-faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, when made, may be lesser or greater based on the interpretation of the administrative code and the applicable rules and regulations of the City of New York.

Though we believe our opinions are well-founded, they are not intended, and should not be construed as warranties or guaranties or representations as to future assessed valuations of the property under discussion and we accept no responsibility or liability in the event that the figures or projections set forth herein are incorrect or inaccurate. In no event will this firm, the Sponsor, the Sponsor's counsel or any other person be liable if the assessed valuation, when actually made, is lesser or greater that that estimated above, or if the administrative code and the applicable rules and regulations of the City of New York are changed in the future, or if the facts as represented prove to be untrue.

Sincerely yours,

Martin Joseph

Martin Joseph
Metropolitan Realty Exemptions, Inc.

XXIV. RESERVE FUND

The Condominium budget includes an annual Reserve Fund in the amount as reflected in Schedule B. Such sum will be deposited into a separate reserve fund account. Prospective Purchasers should refer to Schedule B for a more detailed explanation of the Reserve Fund.

No representation is made that Reserve Fund line item will be adequate for future expenses including repairs or replacements of Common Elements during the first five (5) years of the Condominium. If additional funds are required over and above said funds, it may be necessary to increase the Common Charges payable by the Unit Owners, collect a Special Assessment from each Unit Owner or borrow money.

During the period Sponsor is in control of the Board of Managers, the Reserve Fund line items will not be used to reduce the estimated Common Charges.

Neither the Department of Law nor any other Governmental Agency has passed upon the adequacy of the Reserve Fund line item.

XXV. WORKING CAPITAL FUND

At each Closing of a Residential Unit the Sponsor will collect as amount equal to two (2) months Common Charges from each Residential Unit Purchaser to be paid to the Board as initial working capital. While Sponsor is in control of the Board, the working capital funds will not be used to reduce the Common Charges. The working capital fund may be utilized to reimburse Sponsor for prepaid expenses of the Condominium. The only budgetary item that might require a substantial credit to the Sponsor would be the insurance disclosed in Schedule B. If any portion of the working capital fund is used during this period to pay for prepaid expenses, such amounts will be repaid to such fund out of future Common Charges collected. At such time as the Sponsor relinquishes control of the Board, the working capital fund will be turned over to the Board.

At each Closing of a Non-Residential Unit the Sponsor will collect as amount equal to two (2) months Common Charges from each Non-Residential Unit Purchaser to be paid to the Condominium Board as initial working capital. While Sponsor is in control of the Condominium Board, the working capital funds will not be used to reduce the Common Charges. The working capital fund may be utilized to reimburse Sponsor for prepaid expenses of the Condominium. The only budgetary item that might require a substantial credit to the Sponsor would be the insurance disclosed in Schedule B. If any portion of the working capital fund is used during this period to pay for prepaid expenses, such amounts will be repaid to such fund out of future Common Charges collected. At such time as the Sponsor relinquishes control of the Condominium Board, the working capital fund will be turned over to the Condominium Board.

Neither the Department of Law nor any other governmental agency has passed upon the adequacy of such funds.

XXVI. MANAGEMENT SERVICES, CONTRACTS AND LEASES

Based on a proposal from HS Brothers Property Management, located at 140-75 Ash Avenue, Office 2E, Flushing, NY 11355 (hereinafter the "Agent") to manage the Condominium for an initial term of one (1) year at an annual fee of $38,000 for the condominium. The Agent will have normal management responsibility, subject to the directives of the Board of Managers, including engaging personnel; performing bookkeeping services; involvement in collection of assessments; review of contracts to be entered into on behalf of the Condominium (subject to approval of the Board of Managers); causing maintenance and repair of the Property, but, unless provided for in the budget for the Condominium, the Manager shall not obligate the Condominium for any single item of repair, replacement, refurnishing or refurbishing in excess of $500 without the prior approval of the Board of Managers; maintaining the books and records of the Condominium; assistance in the preparation of annual budgets; attendance at monthly meetings of the Board of Managers; maintenance of bank accounts for the deposit of funds collected from Residential Owners; routine visual inspections of the property and presentation of recommendations to the Board of Managers. The rate indicated for management services is substantially similar to prevailing costs for similar services. Principals of the Sponsor are not Principals of and/or affiliated with HS Brothers Property Management.

The Agent will have normal management responsibility, subject to the directives of the Board, including engaging personnel; performing bookkeeping services; involvement in collection of assessments; review of contracts to be entered into on behalf of the Board (subject to approval of the Board); causing maintenance and repair of Condominium property; maintaining the books and records of the Board; assistance in the preparation of annual budgets; attendance at monthly meetings of the Board; maintenance of bank accounts for the deposit of funds collected from Residential Unit Owners; and routine visual inspections of the property and presentation of recommendations to the Residential Board. The Agent may charge additional fees for matters beyond the scope of the Agreement, such as with respect to extraordinary or repeated requests for inspection of the Condominium records and the like. The Board shall be obligated to reimburse the Managing agent for expenses it incurs and it shall indemnify the agent against liability for acts properly performed by it pursuant to the Management Agreement.

XXVII. IDENTITY OF PARTIES

Sponsor

The Sponsor is Main & Northern Partners LLC, a New York limited liability company, with an address of 201 46th Street, FL 1, Brooklyn, NY 11220. The Corporation was formed on January 27, 2021.

The principals of the Sponsor are Linzhong Zhuo and Ken Huang.

Ken Huang, with a business address of 201 46th Street, FL 1, Brooklyn, NY 11220, has been actively involved in the development and management of numerous residential and mixed-use real estate projects in the New York Metropolitan area for several years.

Linzhong Zhou, with a business address of 201 46th Street, FL 1, Brooklyn, NY 11220 has been involved in real estate investment in the New York Metropolitan area for over the past five (5) years.

Linzhong Zhuo is also principal of the following Condominium: (1) Sunlight Barclay Tower Condominium which was accepted for filing on 5/19/2022 as File No. CD19-0363. Mr. Zhuo is current in all obligations with respect to said project.

Ken Huang has not been involved in any prior public offerings in the past five (5) years nor does he own ten (10%) percent or more of any unsold units in any other condominium, home owner's association or cooperative in the State of New York.

Neither the Sponsor nor the Principals of the Sponsor have any prior bankruptcies, convictions, injunctions or judgments against Sponsor, or its principals, and/or entities in which the principals of Sponsor was a principal, that may be material to the Offering Plan or to an offering of securities generally and that occurred within the 15 years prior to the submission of the proposed Offering Plan.

Selling Agent

The Selling Agent is Global Real Estate Ventures Group, LLC, with an address at 322 W 57th Street, Ste. 55K, New York, New York 10019. The Selling Agent is a licensed real estate broker in the State of New York, experienced in the sale of condominium units and currently selling units in 16+ buildings in Queens, Manhattan and the Brooklyn area.

There are no (i) prior felony convictions of the selling agent, or any principals of the selling agent; and no ii) prior convictions, injunctions and judgments against the selling agent, or any principals of the selling agent that may be material to the Offering Plan or an offering of securities generally, that occurred within 15 years prior to the submission of the proposed Offering Plan.

A few Condominium properties of the Selling Agent are: 144-69 Barclay Avenue, Flushing; 138-18 Maple Avenue, Flushing; 220 Central Park South, New York; 3 Court Square, Long Island City.

The Managing Agent

The Managing Agent is HS Brothers Property Management, located at 140-75 Ash Avenue, Office 2E, Flushing, NY 11355 (hereinafter "HS Brothers"). HS Brothers has been managing condominiums, cooperatives and rental apartments in the New York Metro area, for over ten years. Principals of the Sponsor are not affiliated with HS Brothers.

There are no (i) prior felony convictions of the managing agent, or any principals of the managing agent; and no (ii) prior convictions, injunctions and judgments against the managing agent, or any principals of the managing agent that may be material to the Offering Plan or an offering of securities generally, that occurred within 15 years prior to the submission of the proposed Offering Plan.

Attorneys

Moritt Hock & Hamroff LLP, 1407 Broadway, 39th Floor, New York, New York 10018, counsel to the Sponsor, have been selected by the Sponsor to represent the Condominium in connection with all legal matters incident to the operation and management of the Condominium. No legal fee will be charged for such representation except for work actually performed after the formation of the Condominium. The Condominium can, at any time, choose to select different attorneys to represent it.

All legal matters in connection with the establishment of the Condominium, the tax opinion of counsel contained herein and the preparation of this Offering Plan have been passed upon for the Sponsor by Moritt Hock & Hamroff LLP. The individual attorney in said firm responsible for said work is Anthony J. Ficara, Esq.

Moritt Hock & Hamroff LLP will also represent the Sponsor in connection with the individual Unit closings and will also act as the Escrow Agent as described in Section X of the Offering Plan.

Moritt Hock & Hamroff LLP has no financial interest in the Property, the Sponsor, the Condominium or any other party involved in this transaction, except for fees for services rendered in connection with the Condominium.

Insurance

The estimated insurance rates have been passed upon by United Innovation Group Inc, 8 Chatham Square Suite 802, New York, NY 10038.

Engineer

The Engineer who prepared the report in Part II and who executed the Certification in Part II is Fran Huang, of HPL Engineering P.C., 150 River Rd., Suite 2, Montville NJ 07045. The Engineer has no financial interest in the Property, the Sponsor, the Condominium or any other party involved in this transaction, except for its fee for services rendered in connection with the Condominium. The architect has had prior experience in the preparation of plans and specifications for other condominiums in the Metro area.

A few Condominium properties of the Engineer are: 50-11 Queens Boulevard Queens, New York; 2751 Jackson Ave, Long Island City, Queens, New York; 138-31 58th Rd Apartments, Queens, New York; Parsons Boulevard Apartments, Fresh Meadows, New York.

XXVIII. REPORTS TO UNIT OWNERS

It is the obligation of the Board of Managers of the Condominium to give all Unit Owners annually:

(i) a financial statement of the Condominium prepared by a certified public accountant or public accountant; such statement shall be certified while the Sponsor retains a majority of the Members of the Board of Managers and such statement shall be provided no later than four (4) months after the close of the fiscal year.

(ii) prior notice of the annual Unit Owners' meeting; and

(iii) a copy of the proposed annual budget of the Condominium within thirty (30) days of the date set for adoption by the Board of Managers. While Sponsor is in control of the Board of Managers such budget will be certified in accordance with the regulations of the Department of Law.

During the period Sponsor retains control of the Board of Managers of the Condominium, the Sponsor shall be required to provide certified financial statements for the Condominium. The cost of such reports shall be a Condominium expense. In addition, during said period the Sponsor will be required to provide a Certification of Adequacy of the budget for the Condominium from a Managing Agent or other expert who is unaffiliated with the Sponsor.

XXIX. DOCUMENTS ON FILE

Sponsor shall keep copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the Plan, on file and available for inspection without charge and copying at a reasonable charge at Sponsor's office for six (6) years from the date of first Closing. The Sponsor shall deliver to the Condominium Board a copy of all documents filed with the appropriate recording office at the time of the Closing of the first Unit.

XXX. GENERAL

Pending Litigation

As of the date of this Offering Plan, there is no litigation or administrative proceedings pending against the Condominium or the Sponsor or any other party which would affect their ability to perform their obligations relating to this offering, or which would in any way affect this Offering.

Prior Offerings

This Property has not been the subject of any prior public offerings. No contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the Residential Units being offered for sale in the Plan and no deposits or advances of funds have been taken by or on behalf of Sponsor in connection with the reservation, sale or transfer of such Residential Units, prior to submission of the Plan to the Department of Law. The property forming the Condominium is vacant land and therefore, there are no residential or commercial tenants occupying the premises.

Non-Discrimination

In accordance with the provisions of the laws of the State of New York, the Sponsor represents that it will not discriminate against any person because of his or her race, creed, sex, sexual orientation, color, disability, marital status, national origin or ancestry in the sale of Residential Units under this Plan.

Amendment of Plan

The Plan may be amended at any time and from time to time provided that, if the amendment is a material and substantial modification of the Plan which adversely affects Purchasers, then anyone who has theretofore executed a Purchase Agreement shall be given not less than thirty (30) days after a copy of the duly filed amendment is mailed or otherwise delivered to them by written notice to the Sponsor to cancel the Purchase Agreement and to obtain a refund, in full, of the down payment made therewith with interest, if any. No person has been authorized to make any representation which is not expressly contained herein. This Plan may not be changed or modified orally.

XXXI. SPONSOR'S STATEMENT OF SPECIFICATIONS OR BUILDING CONDITION

Sponsor adopts the Description of Property set forth in Part II of the Plan. Sponsor has no knowledge of any material defects or need for major repairs except as set forth in the Description of Property Report set forth in Part II of the Plan.

Date of Offering Plan: March , 2023
New York, New York

Main & Northern Partners LLC
Sponsor

OFFERING STATEMENT

35TH AVENUE CONDOMINIUM

135-25 Northern Boulevard
Flushing, New York 11354

PART II

35TH AVENUE CONDOMINIUM
PURCHASE AGREEMENT

Unit No._____ **Date** _____

Anticipated Closing Date:_____

Seller: Main & Northern Partners LLC

Address: 201 46 Street, Floor 1, Brooklyn, New York 11220

Purchaser(s): _____

Home Address: _____

Residential Telephone Number: _____

Business Telephone Number(s): _____

Social Security Number(s): _____

Purchaser's Attorney: _____

Attorney's Address: _____

Attorney's Phone/Fax Numbers: Phone:_____ Fax _____

Seller and Purchaser agree as follows:

1) **PURCHASE PRICE:**

_____ Unit	$_____
Builder upgrades & options ("Extras")	$_____
	TOTAL $_____

PAYABLE AS FOLLOWS:

On the signing of this Purchase Agreement, 10% of the Purchase Price plus Extras, the receipt whereof is hereby acknowledged (the "Downpayment")	$_____
Purchaser's certified or bank cashier's check (drawn on a New York Bank payable directly to the order of Seller or Seller's designee on the Closing of Title	$_____
	TOTAL $_____

Any payment made by check is accepted subject to collection. If any check tendered is not honored, Purchaser shall provide a certified check or bank cashier's check payable directly to the payee on the dishonored check within seventy-two (72) hours after demand for replacement therefore.

Notwithstanding the foregoing, if for any reason whatsoever the check given by Purchaser as the down payment hereunder is dishonored, Seller shall have the right to cancel this Purchase Agreement. Seller's election to cancel shall not be deemed a waiver by Seller of its right to pursue other remedies.

THE PAYMENT DUE AT CLOSING IN ACCORDANCE WITH THIS PURCHASE AGREEMENT ON ACCOUNT OF THE PURCHASE PRICE MUST BE MADE BY PURCHASER'S PERSONAL CERTIFIED CHECK OR OFFICIAL TELLERS CHECK ON A NEW YORK CLEARINGHOUSE BANK PAYABLE DIRECTLY TO SELLER OR SELLER'S DESIGNEE. IF PAYMENT SHALL BE MADE TO SELLER'S DESIGNEE, SELLER SHALL GIVE PURCHASER PRIOR INSTRUCTIONS. UNCERTIFIED CHECKS OF FUNDING COMPANIES, ATTORNEY'S ESCROW CHECKS AND CHECKS PAYABLE TO PURCHASER OR ANOTHER PARTY AND ENDORSED TO SELLER WILL NOT BE ACCEPTED AND TENDER OF SAME WILL NOT CONSTITUTE COMPLIANCE BY PURCHASER OF THEIR OBLIGATIONS HEREUNDER.

2) **DESCRIPTION OF UNIT** - Seller agrees to sell, and Purchaser shall buy from Seller, the condominium unit(s) known as Unit No. ___ (the "Unit"), together with a _____ percent undivided interest in the Common Elements of the condominium (the "Common Elements") known as 35th Avenue Condominium (the "Condominium"), located at 135-25 Northern Boulevard, Flushing, New York 11354, and as described in the Declaration of Condominium to be recorded in Queens County Clerk's Office on property comprising the Condominium Map (the "Property") filed or to be filed in the Queens County Clerk's Office. All dimensions are approximate and may vary from the floor plans. The Unit shall also include the items contained in an attached Rider (if applicable).

3) **OFFERING PLAN** - Seller has exhibited and delivered to the Purchaser, and Purchaser acknowledges having received, read and understood, the Offering Plan for condominium ownership of the Property and all amendments thereto filed to date, all of which are incorporated by reference and made a part of this Purchase Agreement, with the same force and effect as if fully set forth in this Purchase Agreement. Purchaser agrees to be bound by the Offering Plan, including all amendments thereto now or hereafter filed by Seller (collectively the "Plan"). Seller may freely amend the Plan in any respect from time to time, without Purchaser's approval or consent. However, in the event any amendment materially and adversely affects Purchaser, Purchaser shall be given the right to rescind this Purchase Agreement. **Any conflict between the Plan and this Purchase Agreement shall be resolved according to the terms of the Plan**. Purchaser acknowledges having received and read the Plan at least three (3) business days prior to signing this Purchase Agreement and having had full opportunity to examine all papers and documents and investigate all matters set forth in the Plan.

Purchaser shall deliver all documents to Seller and perform all acts required by Seller to carry out the provisions of the Plan, establish the Condominium and conform to all applicable laws and regulations. This Paragraph shall survive Closing and delivery of the deed.

4) **MORTGAGE FINANCING** - This Purchase Agreement is not conditioned upon Purchaser obtaining mortgage financing. In the event Purchaser is unable to obtain a mortgage, this Purchase Agreement shall remain in effect and Purchaser shall have an ongoing obligation to consummate the transaction. If a Purchaser does not consummate the transaction and Close title to the Unit as a result of Purchaser's inability to obtain a mortgage, Purchaser will be in default under this Purchase Agreement and Seller may retain all monies as provided for in Paragraph 18 herein.

5) **CLOSING DATE; ADJOURNMENTS.** The act of transferring ownership of the Unit in return for payment in full of the Purchase Price and all other sums due from Purchaser under this Purchase Agreement is known as the "Closing". The Anticipated Closing Date indicated on the first page of the Purchase Agreement is an approximate date and Seller cannot make any guarantees that such date will be the actual Closing Date. Seller shall have the right to adjourn or advance such Closing Date as provided herein. The Closing shall take place at such time and place and on such date as Seller shall designate by prior written notice ("Notice for Closing") delivered in accordance with Paragraph 26 herein, which shall be given no less than thirty (30) days before the date set for Closing. Purchaser may waive the thirty (30) day notice period by execution and delivery of a waiver in the form set forth as Schedule D-2 to the Purchase Agreement in the Plan.

Should Seller be unable to convey title to Purchaser in accordance with the Notice for Closing, Seller shall have the right, from time to time, to adjourn or advance the date and time for Closing on written notice to Purchaser. In such event, Seller shall, by a new Notice for Closing, fix a new date and time for Closing, which shall be no less than ten (10) days before the new scheduled date and time for Closing.

If the Closing takes place at the request of Purchaser at any location other than the office of Seller's attorney, Purchaser shall pay to Seller's attorney a travel fee in the sum of $450. The Closing may not take place in any other location without Seller's prior written consent.

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

If Purchaser is not in default under this Purchase Agreement and the Closing has not taken place within twelve (12) months after the Anticipated Closing Date set forth on the first page of this Purchase Agreement, either Seller or Purchaser may cancel this Purchase Agreement by forwarding written notice of cancellation to the other no later

than ten (10) days after expiration of such twelve (12) month period whereupon Seller shall refund to Purchaser, subject to the escrow provisions as disclosed in Section IX of the Plan, all payments, other than funds used towards upgrades, options or extras, made by Purchaser to Seller on account of the Purchase Price and neither party shall thereafter have any further liability or obligation to the other in connection with this Purchase Agreement or transaction. Purchaser shall be obligated to notify Seller in writing of its intent to exercise said option no later than ten (10) days after the twelve (12) month period. Failure to so notify Seller shall be deemed a waiver of this provision, and Purchaser shall continue to be bound by the terms of the Purchase Agreement. In the event Seller shall be unable to convey title to the Unit within twenty-four (24) months of the proposed date of delivery through no fault of the Purchaser, the Purchase Agreement shall be deemed null and void and Seller shall return all monies being held in escrow within thirty (30) days thereafter.

6) **ADDITIONAL MONEY TO BE PAID BY PURCHASER AT CLOSING** - In addition to all other sums payable or reimbursable elsewhere under this Purchase Agreement, Purchaser shall at Closing pay, or reimburse to Seller if Seller has already made payment, or pay to any Lender, all applicable charges for:

(a) Any Lender's charges for inspections, appraisals, title examination and policy insuring the Lender's interest, Lender's attorneys' fees for preparation of all loan documents, all commitment fees, points, origination fees and other fees and charges (however characterized) imposed or exacted by the Lender or incurred by Seller or Purchaser in connection with Purchaser's mortgage loan;
(b) any mortgage recording taxes on Purchaser's mortgage;
(c) governmental charges which may be assessed on account of any mortgage loan;
(d) mortgage insurance, if required, on Purchaser's mortgage;
(e) New York State real estate transfer tax on the deed;
(f) New York City real estate transfer tax on deed;
(g) all recording and filing charges payable on account of the transfer of title and recording of all documents in connection therewith including without limitation any mortgage, the deed, power of attorney, affidavit required pursuant to Section 339-ee of the New York State Real Property Law and any blanket mortgage release documents;
(h) a sum equal to the partial mortgage tax credit to which Purchaser may be entitled under any applicable law by reason of mortgage taxes having been previously paid by Seller;
(i) an initial non-reimbursable capital contribution of $750 to the Condominium;
(j) a pro-rata portion of the Condominium's estimated first year insurance, based on the Unit's percentage of Common Interest; and
(k) $2,500 to Seller's attorney for the preparation of the Closing documents.

Purchaser shall also apportion with Seller as of the end of the day prior to Closing, and pay to Seller at Closing, the apportioned amount due for taxes, Condominium Common Charges, sewer use, water use, fuel oil (if any) and any other utility costs. Purchaser shall also pay the deposits required by the Lender to establish the estimated or escrow fund for future payments of taxes, Condominium Common Charges, sewer use and insurance premiums (if applicable). If through no fault of Seller, Purchaser fails for any reason to Close Title on the date originally scheduled in Seller's Notice for Closing, or such later date (if applicable) to which Seller in a subsequent Notice for Closing adjourned the Closing, all of the aforementioned apportionments shall be made as of the end of the day preceding (i) the date originally scheduled for Closing or (ii) Seller's adjourned Closing Date (as the case may be).

Purchaser shall pay to Seller at or prior to the date of the actual adjourned Closing, an amount equal to .0438% per diem (which equals an annual rate of 16%) of the Purchase Price for the Unit for each day beyond such originally scheduled or Seller adjourned or advanced Closing Date, to and including the date of actual Closing, for reimbursement and defrayal of Seller's carrying costs and other charges, which amount Purchaser acknowledges to be reasonable and proper.

Any errors or omissions in computing apportionments or any other sums payable under this Paragraph which are communicated to the other party within six (6) months after Closing shall be corrected and payment made to the proper party promptly after such communication. This Paragraph shall survive Closing and delivery of the deed.

7) **CONSTRUCTION LOAN MORTGAGE** - This Purchase Agreement is subject and subordinate without the necessity of Purchaser signing or delivering any documents or papers, to the lien of any existing or future construction loan mortgage and all payments or expenses already made or incurred or which may hereafter be made or incurred in connection with such construction loan mortgage. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the construction loan schedule of payments or accelerated thereunder by virtue of the construction lender's right to make advances before they become due in accordance with the schedule of payments. The Unit and its/their appurtenant percentage of Common Interest in the Common Elements (as such term is defined in the Plan), shall be released from the lien of such construction loan mortgage upon Closing, except where such mortgage is converted to Purchaser's individual mortgage on the Unit. In such case, the Unit shall remain subject to the lien of such construction loan mortgage and Purchaser shall reimburse to Seller at Closing, in addition to all other sums to be reimbursed by Purchaser to Seller under this Purchase Agreement, an amount equal to the mortgage tax paid by Seller on such construction loan mortgage. In all other cases, any mortgage tax credit available under Real Property Law Section 339-ee shall inure exclusively to the benefit of Seller.

8) DEED AND ENCUMBRANCES UPON OWNERSHIP - The deed to be given by Seller to Purchaser at Closing shall be a Bargain and Sale with Covenant against Grantor's Acts deed, but subject, nevertheless, to the matters set forth in sub-

paragraphs (a) through (f) below which need not be recited in the deed given at Closing but shall survive Closing, and Seller's covenant in the deed against encumbrances shall be deemed modified accordingly. The deed shall be duly executed and acknowledged by Seller in proper statutory form for recording (except for payment of the New York State transfer tax which is the obligation of Purchaser) so as to convey to Purchaser fee simple title to the Unit, free and clear of all liens and encumbrances, except as herein stated. The deed shall also contain the covenant required by subdivision 5 of Section 13 of the Lien Law. Purchaser shall accept such title and deed description of the Unit subject to the liens, encumbrances and other matters set forth in this Purchase Agreement, as Cornerstone Land Abstract, LLC 48-52 Jericho Turnpike, Bellerose Village, New York 11101; Phone: 516-327-5400. ("Cornerstone"), a title company authorized to do business in the State of New York, is willing to approve and insure without additional premium. Purchaser may obtain title insurance from any title insurance company or abstract company, or Purchaser may decline to obtain any title insurance at all; however, Seller recommends that Purchaser utilize Cornerstone Land Abstract, LLC.

Purchaser shall be responsible for payment to the title company of the entire premium for Purchaser's title insurance, and shall also pay the applicable New York State transfer tax and mansion tax, if applicable.

The sale and transfer of ownership of the Unit to Purchaser shall, even though not stated in the deed, be subject to:

(a) Ordinances, rules, regulations, requirements and approvals of applicable governmental authorities, provided not violated by the Unit to be constructed.

(b) Rights for installation, use and/or maintenance of easements and rights of way for utilities, sewer, cable television, drainage, scenic purposes, screening and planting which have already been granted or may be granted after this Purchase Agreement is signed or after Closing, provided they do not prevent use of the Unit for their intended purposes.

(c) Declarations, covenants, restrictions, reservations, exceptions, easements and agreements which have been recorded, or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of the Unit for their intended purposes.

(d) Unpaid taxes and liens, provided the title insurance company shall insure against collection of same out of the Unit.

(e) The filed Condominium Map and all matters reflected thereon.

(f) The Declaration and By-Laws of the Condominium and any amendments or supplements thereto.

Purchaser shall deliver to Seller's attorney at least ten (10) days prior to Closing, a written notice setting forth each objection to title, if any (other than those specifically set forth herein subject to which the Property are being sold), and a copy of Purchaser's title report. Seller shall have the right to a reasonable adjournment of Closing, not to exceed sixty (60) days, for the purpose of curing any title defect; however, no such action taken by Seller shall be deemed an admission by Seller that such defect is one that would entitle Purchaser to cancel this Purchase Agreement.

8) **PERSONAL PROPERTY INCLUDED IN SALE** - All articles of personal property, fixtures and equipment for the Unit which are included in this sale will be delivered free and clear of all liens and encumbrances, except as stated in Paragraph 8 herein, if applicable.

9) **POWER OF ATTORNEY** - At Closing, Purchaser shall execute, acknowledge and deliver to Seller in recordable form, a power of attorney in the form set forth as Schedule E to the Plan (the "Power of Attorney"), in favor of the Board of Managers of the Condominium relative to leasing and purchasing of units in the Condominium under certain circumstances and to foreclose upon Units in the Condominium for which the payment of Common Charges is delinquent, and in favor of Seller relative to amending the Condominium documents to the extent provided for in the Plan.

10) **ENCUMBRANCES/LIENS EXISTING AT CLOSING** - The existence of anything affecting the sale at Closing, including unpaid taxes or liens of any kind, shall not constitute an objection to title provided Federal Standard, or another title or abstract company selected by Purchaser, is willing to insure Purchaser's title clear of the matter or is willing to insure against enforcement or collection out of the Unit upon Seller's doing whatever acts as may be required by said company and/or the depositing of money. The parties agree that the Seller may pay and discharge any liens and encumbrances upon the Unit, not provided for in this Purchase Agreement, out of the monies to be paid by the Purchaser at the time of Closing.

11) **AS IS CONDITION** – Except as otherwise set forth in the Offering Plan or this Purchase Agreement, the Purchaser is purchasing the Unit "as is", and as described in the Offering Plan. Further, Purchaser acknowledges that the Building and Common Elements of the Condominium will be in their "as is" condition as of the Closing of Title to Purchaser's Unit.

12) **PERSONAL PROPERTY INCLUDED IN SALE; EXCLUDED ITEMS**

(a) At Closing, the Unit will contain only those fixtures, equipment and furnishings currently installed therein that are owned by Seller. Any furnishings, equipment, fixtures and other personal property owned by any tenant of a Unit are not included in this sale.

(b) There will be no modification or extras unless agreed to in writing by the parties. All modifications, alterations and additions to the Unit that Seller

agrees to do must be approved by Seller in writing and, if approved, will be performed by Seller at Purchaser's expense (payable in the manner to be set forth in an addendum to this Agreement or in a separate agreement). All modifications, alterations and additions that Seller has not agreed to do shall be the sole obligation of Purchaser at Purchaser's sole cost and expense.

13) **OCCUPANCY BY PURCHASER PRIOR TO CLOSING DEEMED A DEFAULT** It is expressly understood and agreed that the Purchaser shall in no event take possession of the premises prior to the time of the delivery of the deed and full compliance by the Purchaser with the terms of this Purchase Agreement, without the written consent of the Seller, and should the Purchaser violate this provision, the Purchaser consents that the Seller shall have the right to remove them from the premises 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 Seller, and upon such election, the amount paid hereunder shall belong to the Seller as liquidated damages. It is further understood and agreed that the Seller will not be responsible for damage or loss to any property belonging to Purchaser whether same is delivered to the property on or before the Closing of Title herein. THIS PARAGRAPH SHALL BE DEEMED DELETED IN THE EVENT PURCHASER IS PRESENTLY LEASING SAID UNIT FROM SELLER.

14) **INTERIM LEASE OR OCCUPANCY AGREEMENT** - If Purchaser has executed an Interim Lease or Occupancy Agreement in conjunction with the execution of this Purchase Agreement, the following shall apply: (a) Purchaser acknowledges that a breach of Purchaser's obligations under the Purchase Agreement shall be considered a default under the Interim Lease or Occupancy Agreement. Similarly, a failure to fully perform Purchaser's obligations under the Interim Lease or Occupancy Agreement shall be considered a default under this Purchase Agreement. In either case, the Seller shall be entitled to all of its remedies under the Interim Lease, Occupancy Agreement or this Purchase Agreement; (b) Purchaser recognizes and acknowledges that the Plan may be amended further. If any such amendment or any other clause in the Purchase Agreement or Plan entitles Purchaser to a right to rescission and Purchaser exercises the right of rescission, the return of any funds due under said rescission shall be paid simultaneously with Purchaser vacating the Unit and surrendering the Interim Lease or Occupancy Agreement. If Purchaser does not vacate the Unit within thirty (30) days of the exercise of Purchaser's rescission and does not comply with the other requirements of this Paragraph 15, the rescission shall be deemed ineffective and this Purchase Agreement shall remain in full force and effect. The Interim Lease or Occupancy Agreement shall terminate in any event as of the date that Purchaser exercises Purchaser's rescission right and Purchaser shall not be paid any funds deposited herewith until Purchaser vacates the Unit.

15) **CERTIFICATE OF OCCUPANCY** - Purchaser acknowledges that the Building has a Certificate of Occupancy. Purchaser shall be responsible to acquire a building permit and amend the Certificate of Occupancy if Purchaser makes alterations to

Purchaser's Unit either before or after the Purchaser Closes Title on the Unit. In addition, Purchaser shall be solely obligated to seek all necessary approvals or variances at Purchaser's own cost and expense in the event the Unit being purchased does not conform to existing zoning requirements of the City of New York.

16) **PURCHASER'S DEFAULT** - If Purchaser fails to appear and Close Title in accordance with this Purchase Agreement on the date and at the time and place stated in Seller's Notice for Closing, or if Purchaser fails to observe or perform any other thing to be observed or performed by Purchaser under this Purchase Agreement, Seller may send Purchaser a written notice of default giving Purchaser thirty (30) days from the date of such notice to cure any such default. Upon Purchaser's failure to cure such default within such thirty (30) day period, this Purchase Agreement shall, at Seller's option, be deemed canceled and Seller shall have the right to retain as and for liquidated damages, all sums paid by Purchaser to Seller on account of the Purchase Price plus all additional sums paid and/or payable by Purchaser for all Extras ordered by Purchaser, together with all interest credited thereon, if any, which total amount Purchaser acknowledges to be fair and reasonable.

The notice of default shall be deemed notice to the Purchaser by the Escrow Agent of the Escrow Agent's intent to release the funds being held in escrow on behalf of the Purchaser pursuant to the dispute resolution provisions of the Attorney General's escrow regulations as described in Section XI of the Offering Plan.

TIME IS OF THE ESSENCE FOR PURCHASER TO CURE SUCH DEFAULT WITHIN SUCH THIRTY (30) DAY PERIOD.

Upon cancellation of this Purchase Agreement for Purchaser's failure to timely cure any such default, Seller shall be released and discharged of all further liability and obligations to Purchaser under this Purchase Agreement. Thereafter the Unit may be sold or disposed of as though this Purchase Agreement had never existed and without any accounting to Purchaser for the proceeds of any subsequent sale. The foregoing remedy shall be in addition to any and all other remedies available to Seller under this Purchase Agreement or at law for any default by Purchaser under this Purchase Agreement.

17) **SELLER'S RIGHT TO CANCEL** - Seller may cancel this Purchase Agreement by forwarding a full refund of the Downpayment together with written notice of cancellation in the event the Plan is abandoned, withdrawn or not consummated for any reason.

Upon such cancellation and refund, this Purchase Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Purchase Agreement and the Offering Plan. The Escrow Agent shall be permitted to release the funds being held in escrow if Purchaser is entitled to a refund as a result of the above cancellation of the Purchase Agreement.

18) **INABILITY OF SELLER TO TRANSFER OWNERSHIP** - Except for Seller's willful default, if Seller is unable to transfer ownership of the Unit in accordance with this Purchase Agreement, Seller shall only be liable to Purchaser for the return to Purchaser of the Downpayment. Thereafter, this Purchase Agreement shall be deemed canceled and neither party shall have any further liability to the other in connection with this Purchase Agreement or transaction. Seller shall not be required to commence any action or proceeding or incur any expense in order to remove the condition, which prevents Seller from transferring ownership of the Unit in accordance with this Purchase Agreement.

19) **PROHIBITION AGAINST ASSIGNMENT OR RECORDING OF PURCHASE AGREEMENT** - Neither this Purchase Agreement nor Purchaser's interest hereunder may be assigned by Purchaser without the written consent of Seller. In addition, neither shall this Purchase Agreement nor any memorandum thereof be recorded in the office of any county clerk or anyone on Purchaser's behalf. Should Purchaser violate the provisions of the foregoing sentence, this Purchase Agreement, at Seller's option, shall become null and void, whereupon all rights of the Purchaser shall cease and terminate and Seller shall have the right to retain the Downpayment and all amounts paid by Purchaser for Extras, as and for liquidated damages on account of such default by Purchaser pursuant to the provisions of Paragraph 18 hereunder.

20) **PROHIBITION AGAINST SIGNS ON UNIT** - The Purchasers, for themselves and their successors, distributees, and/or assigns, do hereby covenant and agree that they will not place any sign or signs upon the premises herein described or any part of the Condominium Building or premises, without the prior written consent of the Seller or the Board of Managers of the Condominium. This Paragraph shall survive the Closing of Title and the delivery of the deed and a provision to such effect may be included therein.

21) **PROHIBITION AGAINST ADVERTISING OF UNIT FOR SALE** - From and after the date hereof, Purchaser shall not place an advertisement for the sale of the Unit in any newspaper or other publication or media, or list the Unit with any real estate broker prior to Closing. Such action will constitute a material breach of this Purchase Agreement entitling Seller to retain monies paid on account of the Purchase Agreement plus the cost of Extras as liquidated damages.

22) **NO BROKER CONSULTED BY PURCHASER** – Purchaser represents that no broker other than Seller's broker, Global Real Estate Ventures Group, LLC (the "Broker") brought about this sale, and Purchaser agrees to indemnify Seller against any claim brought by any other broker for brokerage commission based upon Purchaser's acts. Seller shall pay the Broker pursuant to separate agreement. In the event Purchaser is represented or has consulted with an outside broker (other than the Broker), Purchaser shall be responsible for all costs and commissions associated therewith and Seller shall not be responsible for any co-broker commission. This Paragraph shall survive Closing and delivery of the deed.

25) **TRUST FUNDS** –Law Offices of Moritt Hock & Hamroff LLP with an address at, 1407 Broadway, 39th Floor, New York, New York 10018 (2120 239-2000 shall serve as escrow agent ("Escrow Agent") for Seller and Purchaser. 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 Seller, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

The Escrow Agent has established the escrow account at Popular Bank, 85 Broad Street, New York, New York 10006, 1120 Avenue of the Americas, New York, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled “Moritt Hock & Hamroff LLP, IOLA/FBO 35th Avenue Condominium" ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

All Deposits received by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to the order of “Moritt Hock & Hamroff LLP” as Escrow Agent.”

The Escrow Account is an IOLA account and no interest will be paid to Purchaser. No fees of any kind may be deducted from the Escrow Account, and the Seller shall bear all costs associated with the maintenance of the Escrow Account.

The Purchase Agreement shall only be deemed accepted when countersigned by the Seller or Seller’s authorized agent. **In addition, although all funds received by Seller for Extras will initially be placed in the Escrow Account; such funds may be released from the Escrow Account as long as Seller uses the funds for such Extras. In the event Purchaser is entitled to a right of rescission, the return of their Downpayment shall <u>not</u> include any funds paid towards Extras.** At Closing the Downpayment shall be paid to Seller upon consummation of the Closing and execution of this Purchase Agreement shall be deemed a writing executed by both Seller and Purchaser authorizing the Escrow Agent to release said funds to Seller at Closing. Purchaser shall execute the Tender of Escrow form, as set forth in Schedule D-4 of the Plan upon execution of this Purchase Agreement; and shall execute the Release form, as set forth in Schedule D-1 of the Plan, at Closing.

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. With ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide

written notice to Purchaser and Seller, conforming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Seller.

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.

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 Seller, as per GBL § 352-h.

Under no circumstances shall Seller seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Seller of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement in Section 5 upon closing of title to the Unit; or

(b) in a subsequent writing signed by both Seller 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 Seller prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of

the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the [unit/building] is located and shall give written notice to both parties of such deposit.

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

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

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

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

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

Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

Seller agrees that Seller and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

Seller agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law’s regulations. Seller shall obtain or cause the selling

agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Seller from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

Seller agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

23) **NOTICES** - Any notices, statements, certificates, requests or demand required or permitted to be given or delivered under this Purchase Agreement shall be in writing and may be sent by mail, overnight courier or personal delivery, addressed to Purchaser or to Seller, as the case may be, at their respective addresses shown at the beginning of this Purchase Agreement, or to such other address as Purchaser or Seller may designate in the manner herein provided, or to their respective attorneys. Such notice, statement, certificate, request or demand shall be deemed to have been given

(a) when delivered to an overnight courier service, if sent by overnight courier,

(b) upon personal delivery actually being made, and

(c) upon receipt or first refusal of delivery or inability of delivery after delivery to the United States Post Office with proper postage prepaid, if sent by regular mail, registered or certified mail return receipt requested.

Notwithstanding the foregoing, any notice of default must be delivered only by overnight courier service, personal delivery, or certified mail return receipt requested.

24) **PURCHASER GENERAL REPRESENTATIONS -** Purchaser represents that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements, written or oral, of any nature, including but not limited to, any of the above relating to the description or physical condition of a Condominium Building or the Unit or the Property, the size or the dimensions of the Unit or the rooms therein contained or any physical characteristics thereof, the services offered by the Condominium, the estimated Common Charges for the Unit or any other matter or estimate not set forth herein and in the Plan. Purchaser

further represents that Purchaser has not relied on any verbal or written representations made by the Broker or any other agent of Seller. Purchaser further acknowledges having had full opportunity to examine all documents and investigate all facts referred to and stated herein and in the Plan. Purchaser agrees that the Seller shall have no liability or responsibility to Purchaser and that Purchaser will not be relieved from his or her obligations hereunder, by reason of any inaccuracy or error in the layout or dimensions of the Unit so long as the layout and specifications as they may be changed or amended are in accordance with the provisions of the Plan. Purchaser understands and acknowledges that the Seller cannot guarantee a firm availability date for the Unit and agrees that the Seller shall not be obligated to make, provide or compensate for any accommodations or costs to Purchaser as a result of delays in Closing of Title nor shall such delays serve to cancel, amend or diminish any of Purchaser's obligations hereunder.

25) **ACKNOWLEDGMENT THAT THERE ARE NO OTHER UNDERSTANDINGS** - All prior understandings and agreements are hereby superseded and merged into this Purchase Agreement, which alone contains the final and entire understanding and agreement between Seller and Purchaser. Neither Seller nor Purchaser shall be bound by any terms, conditions, statements, or representations, oral or written, not set forth in this Purchase Agreement or in the Offering Plan. Purchaser acknowledges that Purchaser is buying a Unit in a condominium development which may not yet have been formed at the time this Purchase Agreement is signed, and that, except as stated in this Purchase Agreement, the Declarations, By-Laws, Exhibits, Schedules and Plan, Purchaser has not relied on any representations or other statements of any kind or nature made by Seller or anyone else except as set forth in the Plan or any amendment thereto and this Purchase Agreement, including but not limited to, the description, size or dimensions of the Unit or rooms therein, or the estimated Common Charges, or other expenses relative thereto.

Purchaser also acknowledges that none of Seller's representatives has the authority to modify this Purchase Agreement or to make any oral promise, agreement or representation inconsistent or contrary to the terms of this Purchase Agreement. This Purchase Agreement may be changed only by a written document signed by both Purchaser and Seller's Authorized Agent. The invalidity or unenforceability of any particular provision of this Purchase Agreement will not affect the other provisions, and this Purchase Agreement will be interpreted in all respects as if such unenforceable provisions were omitted.

26) **RISK OF LOSS** - The risk of loss or damage to the Unit by fire or any other cause until delivery of the deed is assumed by Seller. In the event a substantial portion of the Unit or Condominium shall be destroyed or damaged prior to Closing, Seller shall be entitled to cancel this Purchase Agreement by written notice to Purchaser, together with a check in the amount of the Downpayment paid by Purchaser, with interest, if any; however, Purchaser will not receive a refund of any funds paid for Extras. The parties shall thereafter be released from any further liability hereunder. However, if Purchaser is or becomes the occupant or tenant of the Unit prior to Closing, then as of the date of

Purchaser's occupancy, Purchaser shall be responsible for all damage caused by any acts or omissions of Purchaser, Purchaser's agents, employees or invitees.

If any part of the Unit is damaged or destroyed by any casualty prior to Closing, Seller will have the option to restore the Unit to its previous condition as soon as reasonably possible. In the event Seller elects to restore the Unit, then the Closing Date and any other applicable date or deadline will be extended in a reasonable manner by Seller. Seller agrees to notify Purchaser of Seller's decision within ten (10) business days of the date of such casualty. In the event Seller elects not to restore the Unit, then this Purchase Agreement will terminate and Purchaser will receive a full refund of all monies paid to Seller. The parties shall thereafter be released from any further liability hereunder.

27) **DAMAGE TO PUBLIC IMPROVEMENTS, AMENITIES AND COMMON ELEMENTS** - Purchaser shall repair and/or restore to their original condition and standards any public improvement, amenity or Common Elements on the Property damaged by Purchaser or Purchaser's agents, employees, contractors or licensees. Upon failure of Purchaser to complete such repair and/or restoration work within thirty (30) days after written notice from Seller, then and in that event, Seller may complete same at the expense of Purchaser who shall reimburse Seller for the cost thereof immediately upon demand. This Paragraph shall survive Closing and delivery of the deed.

28) **STRICT COMPLIANCE; SEVERABILITY; WAIVER OF TRIAL BY JURY** - Any failure by Seller to insist upon strict performance by Purchaser of any of Purchaser's obligations under this Purchase Agreement shall not be deemed a waiver of such obligations, and Seller may at any time insist upon strict performance by Purchaser of any and all obligations to be performed by Purchaser under this Purchase Agreement irrespective of the number of times Purchaser failed to strictly comply with such obligations in the past. If any part of this Purchase Agreement or the Plan is invalid or unenforceable with respect to a particular individual or circumstance, the remainder of this Purchase Agreement or the Plan and the applicability to other individuals or circumstances shall not be affected thereby but shall continue in full force and effect. Purchaser waives all rights to trial by jury in any action, proceeding or counterclaim in any way arising out of or relating to this Purchase Agreement or the Plan. Purchaser agrees to pay all court fees, including reasonable attorney fees, should Purchaser bring an action against Seller in any court of proper jurisdiction (including small claims court) and be unsuccessful. Further Purchaser agrees to waive the right to file a Lis Pendens if not filed within sixty (60) days of the cancellation of this Purchase Agreement.

Purchaser and Seller hereby waive trial by jury in any action, proceeding or counterclaim arising out of this Purchase Agreement, provided such waiver is not prohibited by any laws of the State of New York. Any action or proceeding brought by either party hereto against the other, directly or indirectly, arising out of this Purchase Agreement, shall be instituted in a court in Queens County and all motions in any such action shall be made in Queens County.

This Paragraph shall survive Closing and delivery of the Deed.

29) **LIEN OF DEPOSIT** - All sums paid on account of this Purchase Agreement are hereby made liens upon the Unit, but such liens shall not continue after default by the Purchaser under this Purchase Agreement.

30) **MISCELLANEOUS:**

(a) The start of any activity by Seller in connection with the Unit is not to be deemed a waiver of any of Seller's rights under this Purchase Agreement.

(b) The personal property referred to in this Purchase Agreement shall be deemed conveyed by the deed, and no part of the Purchase Price shall be deemed allocated to such personal property.

(c) The attorneys representing the Seller or any Lender represent such parties only and not the Purchaser. The Purchaser may retain independent counsel at Purchaser's own expense in order to protect Purchaser's own interest.

(d) The delivery of the deed for the Unit to Purchaser or Purchaser's representative at Closing shall be deemed to mean that all things required to be done by Seller under this Purchase Agreement have been done and that Purchaser shall not claim otherwise except as to those things, if any, which are specifically stated in this Purchase Agreement or in a separate writing signed by Seller or Seller's attorney on Seller's behalf, to survive or continue beyond Closing or delivery of the deed.

(e) The paragraph headings set forth in this Purchase Agreement are inserted solely for convenience of reference and in no way deemed to affect, amend, define, describe or limit the scope or intent of the provisions set forth in this Purchase Agreement.

(f) No provision of this Purchase Agreement may be changed, waived, discharged, or terminated orally, by telephone, or by any other means, except an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge, or termination is sought and then only to the extent set forth in such instrument.

(g) Any singular word or term herein shall also be read as in the plural whenever the sense of this Purchase Agreement may require it. The use of the masculine gender shall be deemed to refer to the feminine gender, or neuter, whenever the context so requires.

(h) If two (2) or more persons are named as Purchaser in this Purchase Agreement, (i) each person shall be jointly and severally liable for payment,

observance and performance of all obligations under this Purchase Agreement and (ii) anyone of them is hereby made agent for the other in all matters of any and every kind or nature with respect to the Unit and/or this Purchase Agreement. The act, assent, election or approval by one shall conclusively constitute the act, assent, election and approval by all.

(i) The provisions of this Purchase Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Seller and its successors and assigns.

(j) This Purchase Agreement shall not be binding or effective until fully executed and delivered by Seller and Purchaser.

(k) Seller represents that its Federal Employer Identification Number is _____; and Purchaser represents that his/her/their social security number(s) is _____ and _____.

(l) In the event any portion of this Purchase Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Purchase Agreement and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Purchase Agreement.

(m) The parties agree that this Purchase Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

(n) Any inconsistency between the terms of the plan and the purchase agreement, the terms of the plan shall control

33) SMOKING POLICY : In compliance with Local Law 147 and pursuant to Article 17 of the New York City Administrative Code, the Board of Managers (the "Board") of 35th Avenue Condominium (the "Condominium"), have adopted the following smoking policy (the "Smoking Policy") for the Building:

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

For the purposes of this Smoking Policy, the term "smoking" includes, but is not limited to, inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or any

other form of lighted object or device which contains tobacco, including the use of electronic cigarettes or any similar device that delivers vapor for inhalation (including any refill, cartridge or other component of an electronic cigarette or similar device), or any other items or materials that may be smoked, whether such substance is a legal substance or an illegal substance. This Smoking Policy applies to all unit owners, tenants, subtenants, occupants and residents of the Building, and to any guests, agents, licensees and invitees of a Unit Owner. It is the Unit Owner's responsibility to ensure that its tenants, subtenants, occupants, residents, guests, agents, licensees and invitees comply with this Smoking Policy.

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

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

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

34) **NOTICES TO PURCHASER - WHEN SIGNED BY SELLER AND PURCHASER (OR PURCHASER'S AUTHORIZED AGENT), THIS PURCHASE AGREEMENT WILL BECOME A LEGALLY BINDING AGREEMENT. PURCHASER SHOULD MAKE SURE THAT ALL PROVISIONS ARE READ AND UNDERSTOOD BEFORE SIGNING. IF PURCHASER DOES NOT UNDERSTAND ANY PROVISION, PURCHASER SHOULD SEEK LEGAL ADVICE.**

PURCHASER MUST BE GIVEN A COPY OF THE PLAN PRIOR TO THE SIGNING OF THIS PURCHASE AGREEMENT. BY SIGNING THIS PURCHASE AGREEMENT, PURCHASER ACKNOWLEDGES RECEIPT OF THE OFFERING PLAN AND THAT PURCHASER HAS HAD AN OPPORTUNITY TO READ THE OFFERING PLAN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO SIGNING THIS PURCHASE AGREEMENT.

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

PURCHASERS:

_____
Signature

_____
Signature

MAIN & NORTHERN PARTNERS LLC

By:_____

ESCROW AGENT
MORITT HOCK & HAMROFF LLP

By:_____

FORM FOR THE RELEASE OF ESCROW FUNDS

Date

Moritt Hock & Hamroff LLP
1407 Broadway, 39th Floor
New York, New York 10018

Re: **35th Avenue Condominium**
Purchaser:
Unit #:

Dear Sirs:

You have been holding in a trust account my/our downpayment for the above-referenced Unit in the amount of $_____. I/we acknowledge that a closing has taken place this date. Accordingly, Moritt Hock & Hamroff LLP is authorized to release the funds being held in said amount to whomever the Sponsor so designates. In addition, Moritt Hock & Hamroff LLP as Escrow Agent on said account, is hereby released from any and all liability or further obligation to us with respect to said downpayment.

Very truly yours,

_____
Purchaser

_____
Sponsor's representative

WAIVER OF NOTICE OF CLOSING

, being duly sworn, does hereby depose and state:

1. I am the Purchaser of Unit # at 35th Avenue Condominium.

2. Pursuant to a Purchase Agreement dated , 20 , I am entitled to thirty (30) days' written notice of the closing for my Unit.

3. I hereby waive the applicable notice provision contained in the Purchase Agreement and agree to close on , 20 .

_____
Purchaser

Sworn to before me this day of 20 .

_____
Notary Public

EXPRESS ASSUMPTION OF RISK

I/We _____ understand that by entering onto a construction site, there are extraordinary risks of grave bodily injury and/or death. In consideration for being allowed to enter upon the premises herein, I/we expressly assume all risks associated with the construction site, including but not limited to:

1. Falling debris;
2. Falls associated with excavations, uncleared ice and/or snow incomplete sidewalks and roads and downed trees and/or bushes;
3. Injuries associated with incomplete construction;
4. Injuries associated with operating machinery;
5. Injuries associated with incomplete or no railings; and
6. Injuries associated with incomplete and/or insufficient lighting.

I/We _____ further agree to fully indemnify and hold harmless Main & Northern Partners LLC, its members, officers, directors, principals, shareholders, successors and assigns for any and all damage to any personal property.

_____

_____

TENDER OF ESCROW DEPOSIT

Date: _____

Tender of Deposit of $_____, for Unit _____ and Parking Space Unit ____ at 35th Avenue Condominium, located at 135-25 Northern Boulevard, Flushing, New York 11354.

Purchaser named below has tendered on _____, 20__, the above escrow deposit to Sponsor as a deposit for the above Unit and Parking Space Unit.

Purchaser: _____

Address of Purchaser: _____

_____

Phone number of Purchaser:

Cellular: _____

Social Security Number of Purchaser _____

Purchaser's Signature _____

RECEIPT

The SPONSOR of the above named property hereby acknowledges receipt of the above escrow deposit.

MAIN & NORTHERN PARTNERS LLC

By: _____

Date of Receipt: _____

POWER OF ATTORNEY

CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney by executing this Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

I (We) residing at _____ ("Principal") the owner of Condominium Unit No. ___ in the Condominium known as 35th Avenue Condominium, covering the property located in the Borough and County of Queens, City and State of New York, do hereby nominate, constitute and appoint the Members of the Board of Managers of and their successors, jointly, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf to acquire, in their own name or in the name of their designee by deed on behalf of all owners of Condominium Units in said property, any Condominium Unit whose owner desires to abandon the same, or which shall be the subject of a foreclosure sale or in lieu of a foreclosure sale, at such price and on such terms as my said attorneys-in-fact shall, in their sole discretion deem proper and thereafter to convey, sell, lease, sublease, mortgage, vote or otherwise deal in such Condominium Unit so acquired, at such terms as my attorneys-in-fact may in their sole discretion determine, granting to my said attorneys-in-fact the power to do all things in the said premises which I could do if I were personally present.

I (We) do further hereby nominate, designate, constitute and appoint the Members of the Board of Managers of 35th Avenue Condominium and their successors, jointly, my true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in my name and on my behalf, the right to act in my behalf to take any and all action necessary against any tenant(s) that may be residing in my Residential Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of 35th Avenue Condominium.

I (We) do hereby further irrevocably nominate, constitute and appoint Main & Northern Partners LLC 201 46th Street, Fl.1, Brooklyn, New York 11220. and its successors, my true and lawful attorneys-in-fact coupled with an interest in my name and on my behalf to vote at any Unit Owners meeting for, and to file an amendment to the Declaration of Condominium of 35th Avenue Condominium permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units, as built, and to amend any Filed Map or amending such Declaration to create any utility easements or to carry out any of the provisions of the Offering Plan of such Condominium as described in Article Eleventh, Section (c) of the Declaration of Condominium of Sunlight Barclay Tower Condominium.

Terms used in this Power of Attorney, which are used in the Declaration submitted by Main & Northern Partners LLC establishing a Plan for Condominium Ownership of the premises known as 35th Avenue Condominium under the Condominium Act (the "Declaration"), dated _____, 20__ and recorded in the Queens County Register's Office on _____, 20__ as CRFN _____ together with the Exhibits attached thereto, shall have the same meanings herein as in the Declaration.

This document does not revoke any power of attorney I/we have previously executed. In order to revoke a prior power of attorney, I/we will execute a revocation specifically referring to the power to be revoked.

Notwithstanding anything set forth herein to the contrary, this power of attorney is irrevocable and shall not be revoked by any subsequent power of attorney I/we may execute.

Whenever two or more powers of attorney are valid at the same time, the agents appointed on each shall act separately, unless specified differently in the documents.

IN WITNESS WHEREOF, I (we) have set my (our) hand(s) and seal this day of , 20__.

_____

_____

STATE OF NEW YORK)
:ss
COUNTY OF)

On the day of in the year 20__, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

STATE OF NEW YORK)
:ss
COUNTY OF)

On the day of in the year 20__, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IMPORTANT INFORMATION FOR THE AGENTS:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

1. act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;

2. avoid conflicts that would impair your ability to act in the principal's best interest;

3. keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;

4. keep a record or all receipts, payments, and transactions conducted for the principal; and

5. disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manner: (Principal's Name) by (Your Signature) as Agent, or (Your Signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the principal has specifically granted you that authority in this Power of Attorney or in a Statutory Major Gifts Rider attached to this Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent:

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT: It is not required that the principal and the agents sign at the same time, nor that multiple agents sign at the same time.

I, _____, Member of Main & Northern Partners LLC, have read the foregoing Power of Attorney. Main & Northern Partners LLC, is one of the entities identified therein as agent for the principal named therein. On behalf of Main & Northern Partners LLC, I acknowledge my/our legal responsibilities.

Agent(s) sign here:

MAIN & NORTHERN PARTNERS LLC

By: _____

STATE OF NEW YORK)
:ss
COUNTY OF)

On the day of in the year 20__, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT: It is not required that the principal and the agents sign at the same time, nor that multiple agents sign at the same time.

I, _____ of the Board of Managers of 35th Avenue Condominium have read the foregoing Power of Attorney. The Board of Managers 35th Avenue Condominium is one of the entities identified therein as agent for the principal named therein. On behalf of the Board of Managers, I acknowledge our legal responsibilities.

Agent(s) sign here:

BOARD OF MANAGERS OF 35TH AVENUE CONDOMINIUM

By: _____

STATE OF NEW YORK)
:ss
COUNTY OF)

On the day of in the year 20__, before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

POWER OF ATTORNEY

_____

to

Board of Managers of 35th Avenue Condominium

And

MAIN & NORTHERN PARTNERS LLC,
UNIT ___
135-25 Northern Boulevard
Flushing, New York 11354
Block
Lot
County of Queens

Record and Return to:

Moritt Hock & Hamroff LLP
1407 Broadway, 39th Floor
New York, New York 10018

DEED

THIS INDENTURE made the day of , 20__ between MAIN & NORTHERN PARTNERS LLC, a New York Limited Liability Company, having a place of business at , 201 46th Street, Fl. 1, Brooklyn, New York 11220, Party of the First Part and

Party of the Second Part;

WITNESSETH

That the Party of the First Part, in consideration of Ten Dollars ($10.00), lawful money of the United States, and other good and valuable consideration, paid by the Party of the Second Part, does hereby grant and release unto the Party of the Second Part, the heirs or successors and assigns of the Party of the Second part forever,

All that certain piece or parcel of real property, with the improvements therein contained, situate and being a Condominium Unit (the "Residential Unit") in Queens County, City and State of New York, known as Residential Unit No. _____ together with Parking Space Unit ___ (if applicable) in the Condominium known as 35th Avenue Condominium, said Residential Unit designated and described as Residential Unit No. ___ and said Parking Space Unit designated and described as Parking Space Unit No. ___ (if applicable), in the Declaration establishing a plan for Condominium Ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act"), dated and recorded in the Office of the City Register, Queens County (the "Register's Office") on _____in Reel _____page _____ and also designated as Tax Lot _____ in Block _____ of Section ____ of Queen County on the Tax Map of the Real Property Assessment Department of the City of New York, and on the Floor Plan of said building certified by _____on _____and filed with the Real Property Assessment Department of the City of New York on _____as Condominium Plan No. _____, and also filed in the Register's Office on _____ as Condominium Plan No. _____, Map No. _____.

TOGETHER with an undivided _____% (combined Residential and Parking Space Units, if applicable) interest in the Common Elements.

SCHEDULE F

The premises within which the Residential Unit is located are more particularly described as follows:

(PROPERTY DESCRIPTION)

TOGETHER with the appurtenances and all the estate and rights of the Party of the First Part in and to said premises.

TOGETHER with the benefits, rights, privileges, easements and subject to the burdens, covenants, restrictions, by-laws, regulations and easements all as set forth in the Condominium Documents filed and recorded as aforesaid.

SUBJECT TO: The provisions of the Declaration, By-Laws, site plan and floor plans of the Condominium as the same may be further amended from time to time by instruments recorded or filed in the Register's Office of the City of New York, Queens County, which provisions, together with any amendments thereto shall bind any person having at any time any interest or estate in the Residential Unit, as though such provisions were recited at length herein.

TO HAVE AND TO HOLD the premises herein granted unto the Party of the Second Part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the First Part covenants that the party of the First Part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the Party of the First Part, in compliance with Section 13 of the Lien Law, covenants that the Party of the First Part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for purpose of paying the cost of the improvement before using any part of the total of the same for any other purposes.

The use for which the Residential Unit is intended is that of a one family residence or non-residential use, subject to the applicable governmental regulations and the restrictions contained in the Declaration.

The use for which the Parking Space Unit is intended is that of a parking space for automobiles, subject to the applicable governmental regulations and the restrictions contained in the Declaration.

This conveyance is made in the regular course of business actually conducted by the Party of the First Part.

The word "Party" shall be construed as if it read "Parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Party of the First Part has duly executed this deed and the Party of the Second Part has duly assumed the mortgage therein referred to, the day and year first above written.

MAIN & NORTHERN PARTNERS LLC

By:_____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 20_, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his or her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
NOTARY PUBLIC

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

a. LOCATION AND USE OF PROPERTY

1. Address: 134-16 35th Avenue Queens NY 11354
2. Block: 4958 Lot: 120
3. Zoning: R6 with commercial overlay C2-2
4. Permissible Use:
   Use groups 1-9 & 14, residential, community facility and commercial uses shall be permitted on this property. The site shall propose one zoning lot with two tax lots under height factor zoning computation. Quality housing program is not required. Tax lot 55 with address 135-25 Northern Blvd shall be proposing two (2) stories and a cellar for commercial and community facility use. Tax lot 55 shall be included for zoning and air rights only and shall not be part of this description of property. Tax lot 55 shall contain approximately 20,002.64 square feet zoning floor area. The proposed building tax lot 120 shall contain one building of twelve (12) stories and a cellar for residential and commercial use. The proposed building shall be incompliance with permissible uses with NYC Zoning Resolution. This site has an approved Board Standard of Appeal # 2021-55-BZ dated November 14, 2022 for Special Permit in accordance with NYC Zoning Resolution Section 73-66 and Federal Aviation Administration.

b. STATUS OF CONSTRUCTION

1. Year built:
   The construction has commenced on November, 2021. The proposed construction shall be a new building consists of twelve (12) stories with cellar filed with New York City of Buildings under job application #Q00549624-I1 as alteration type I with a partial existing foundation and first floor walls at the rear and rear sides to remain. The existing building was built in year 1945. There shall be parking on cellar and second floor, commercial space on first floor, and residential units on third to twelve floor. The anticipated substantial construction completion date shall be November, 2023.
2. Class of construction:
   The Class of Construction shall be IB two (2) hours protected non-combustible and shall conform to all applicable regulations and Table 601 of the New York City 2014 Building Code. The proposed structural fire ratings of the building shall be as of the following; a. Exterior & interior bearing walls, floors and roof construction shall to be 2.0 hours fire resistant, b. Vertical exits, exit passageways, hoist-ways and shafts shall to be 2.0 hours fire resistant, c. Non-bearing interior walls shall to be 1.0 hour fire resistant, d. Unit separation walls shall to be 2.0 hours fire separation, f. Exterior walls on the property line shall be 2.0 hours fire resistant.
3. Certificate of Occupancy:
   The Certificate of Occupancy shall be issued when the work is complete to the satisfaction of the Department of Buildings inspections. The permanent Certificate of Occupancy shall be obtained by the Sponsor prior to unit closing.
4. Permit numbers & descriptions:
   The construction has recently commenced with excavation. Refer to section u. 'Permits and Certificates' for all related permits and sections a.4 & b.1 for description of new construction.

c. SITE

1. Size:
   The irregular lot area of the property is 10,469.17 square feet.
2. Number of buildings and use:
   There shall be one building on this proposed tax lot for residential and commercial use.
3. Streets:
   The Site is located South side of 35th Avenue, between Prince Street and Farrington Street. The site has a public roadway fronting 75 feet wide two way street along 35th Avenue. The existing roadway is paved with asphalt and is in fair condition. The roadway, fronting the property shall be repaired as necessary when construction is near completion as directed by the

New York City Department of Transportation (NYCDOT). The closest existing catch basin is located at the corner of 35th Avenue and Linden Place to drain the storm water run-off into the existing New York City Sewer System. The existing catch basin is in good condition. The streets beyond the property lines are New York City sidewalks, curbs and roadways. The existing approximate seventeen feet wide concrete sidewalk and curb fronting the property shall be replaced when construction is near completion, as directed by the New York City, Department of Transportation. After construction is complete the condominium remains responsible to maintain the sidewalk and curb and it shall comply with NYCDOT's/Local Law and ADA requirements. The condominium shall maintain any necessary repairs to provide access to the building, and be free of any tripping hazards and ponding. The condominium shall be responsible for maintaining the sidewalk in accordance with the requirements of the Authority Having Jurisdiction (AHJ).

Street lighting is provided by the City of New York, and consists of vertical stanchions surmounted with mercury arc lamps in metal enclosures. The existing street lights are located at the sidewalk close to the curb, on both sides of the roadway along 35th Avenue. The existing lights are in good condition.

d. UTILITIES

1. Water Supply:
   A 4-inch domestic water service and a 6-inch combined sprinkler and standpipe fire water service shall be connected to the existing street 8-inch water main on 35th Avenue. These water lines shall be extended to the sprinkler utility room in the cellar. The building's water service shall be provided by the City of New York. No water pumps or water storage tank shall be installed. There shall be a total of one water meter installed for residential units, commercial unit and all common spaces. Water usage shall be billed collectively to the condominium board based on the water meter reading. The cost shall be distributed within the common charges.
2. Sewer:
   An 8-inch combined sanitary and storm sewer service shall be located in cellar sprinkler room and shall be connected to the existing public 96-inch combined sanitary sewer of City of New York on 35th Avenue. A complete sanitary drainage system shall convey all soil and waste from plumbing fixtures and drains. The sanitary system is designed for gravity flow through vented branches, stacks and building drains. Drainage piping to fixtures located in cellar areas shall flow by gravity to sewage ejector duplex pump system including all remote fixtures that cannot drain by gravity on cellar floor. Sewage piping materials shall be in accordance with NYC Plumbing Code. Refer to section j.5 for sanitary equipements. The sewer shall not be metered either individually or collectively and shall be part of the property tax and shall be handled by the Condo Board.
3. Natural Gas:
   Con-Edison Company shall provide the service of gas usage total of 4,405 cubic feet per hour (CFH) for the building. There shall be a total of three (3) gas meters located in the cellar gas meter room. One (1) house gas meter shall be house gas meter with 1,605 CFH and two (2) residential twin-gas meters for cooking ranges with 2,800 CFH. The incoming gas shall be sized as per utility company requirement. Materials for gas piping shall be standard weight black steel pipe fittings for lines 1-1/2 inch and larger shall be welded steel fittings for lines 1-1/4 inch and smaller. The gas shall be metered collectively and usages shall be shared with all units by use of BTU metering.
4. Electricity:
   Con Edison Company incoming supply electric service shall be fed through the cellar electrical meter room. There shall be one (1) meter for each residential unit, one (1) meter for the common elements of electrical usage such as for lighting and/or A/C, and one (1) meter for commercial unit.. The total number of meter shall be seventy one (71). The electrical usage shall be separately metered and billed directly to each individual unit. All lighting for common spaces is connected to motion sensors. The operating expenses for all common areas shall be included in the individual maintenance fees.
5. Telephone:
   Telephone service shall be by Verizon and shall be subscribed by the owner of each condominium unit.
6. Cable Television:
   Cable Television service shall be by Verizon and shall be subscribed by the owner of each condominium unit.
7. Data Service:

Data Service shall be by Verizon and shall be subscribed by the owner of each condominium unit.

e. SUB-SOIL CONDITIONS

The soil boring was performed by Professional Solutions Group, Inc. dated April 23, 2021. Based on the four boring data performed, the building foundation system has accurately sized to support the proposed load. Based on three boring data approximately 30-feet, 32-feet and 33-feet below grade, moisture and wetness was found in coarse to medium sand and in trace silt. There is no land subsidence, expansive soils, hazardous materials, environmental restrictions presented on the property. There is no finding on any moisture, seepage, or ground water infiltration on the site. Vapor barrier shall be installed below the slab-on-grade. In addition, the building site is not in a flood hazard zone. There is no danger from flooding due to water table in the area or overflow from other bodies of water. There is no potential for mudslides or erosion on this building site. There is no environmental site issue such as hazardous materials, environmental restrictions. E- Designation as per zoning, and/or easements.

f. LANDSCAPE AND ENCLOSURES

1. Grass cover: None.
2. Plantings: None.
3. Trees: Planting street trees shall be in accordance with NYC Zoning Resolutions in providing tree fund to NYC Department of Parks.
4. Fencing: None.
5. Gates: None.
6. Garden walls: None.
7. Retaining walls: None.
8. Display pools and fountains: None.

g. BUILDING SIZE

1. Total height:
   The building shall have a total height of approximately 135-feet and 8-inches measured from the adjoining grade to the roof above the twelve floor level and 162'-8" measured from adjoining grade to top of elevator machine room bulkhead.
2. Crawl spaces: None.
3. Number of cellars:
   There shall be one cellar with ceiling height of approximately 12-feet 7-inches, 16-feet 11-inchees, and 12-feet 7-inches from slab to lowest point of structural element on ceiling.
4. Number of floors:
   The following description of height shall be floor to floor height for each floor;

Upper Cellar:	10'-5 1/4"
Lower Cellar:	14'-9"
Residential first floor lobby:	17'-10"
Commercial upper first floor:	12'-1"
Commercial lower fist floor;	14'-10"
Second floor:	15'-6"
Third floor:	10'-3"
Fourth floor:	10'-3"
Fifth floor:	10'-3"
Sixth floor:	10'-3"
Seventh floor:	10'-3"
Eighth floor:	10'-3"
Ninth floor:	10'-3"
Tenth floor:	10'-3"

Eleventh floor:	10'-3"
Twelve floor:	10'-3"
Roof & elevator machine room bulkhead:	9'-0".

5. Equipment rooms:
   The equipment rooms designated for electric meter room, sprinkler and /gas meter rooms shall be located in the cellar and water heater room shall be located on roof top. The vehicular elevator machine room shall be located in the cellar and passenger elevator machine room shall be located on roof top bulkhead. The compactor room shall be located on second floor. Each residential floor shall have a refuse room.
6. Parapet heights:
   All parapet heights shall be 3 feet 6 inches from finish level.

h. STRUCTURAL SYSTEM

The building shall consist of mainly conventional reinforced concrete flat plates with reinforced concrete shear walls providing the lateral resistance against wind and seismic loads. Waterproofing membrane shall be applied onto the exterior face of the entire new foundation walls and R-13 continuous insulation at the interior side of the foundation. Water-stop shall be installed at foundation joints. The existing brick foundation walls, existing footings, columns and existing first floor exterior walls located at the rear and both rear sides on side property line where the walls rise up to the proposed second floor roof terrace shall remain. The existing walls shall be structurally reinforced. Insulation and waterproofing shall be installed at the interior side of the existing walls. There shall be no new structure above the existing walls. Vapor barrier membrane shall be laid below concrete slab on grade. The slab shall be mostly mat slab and 6-inch slab on grade toward the rear of the cellar. The footings shall be bearing on 2.5 TSF minimum natural soil. Reinforced pour in-place concrete columns shall be throughout the building. Conventional reinforced concrete flat plates with thickness of 8 or 10-inch shall be formed over and connected to the concrete columns creating a floor of the building. The forming and pouring of concrete columns and floor slabs continues to the roof and bulkhead levels. The concrete floor structure of 8-inch minimum with one layer gypsum board type X on furring strips shall have 2-hour minimum fire resistant. An underlayment by Duracoustic S.T.O.P. or equal for floor impact noise reduction (IIC) and for sound transmission class (STC) shall meet or exceed New York City Building Code requirement of 50 IIC & STC.

There shall be no underpinning required and no sub-grade drainage system provided.

1. Exterior of Building:
   (i) Walls:
   The exterior facades including all bulkheads shall contain aluminum panel finish and where exterior wall abuts to adjacent building the finish shall be stucco.
   Exterior wall assembly for aluminum panel finish shall consist of the following; aluminum panel (with z-girt system anchored onto the studs) followed by 4-inch continuous semi-rigid mineral wool insulation, waterproofing membrane, sheathing board, 6-inch metal studs with R-13 batt insulation in-fill and a layer of gypsum board to conclude the wall assembly. This wall assembly shall be 1-hour fire rating minimum or exceeding NYC Building Code.

   Exterior wall assembly for the stucco finish located on side property lines abutting adjacent building including bulkheads shall consist of the following; stucco coatings on 8-inch fully grouted concrete masonry units followed by waterproofing membrane, 2-inch metal studs with R-13 batt insulation in-fill and a layer of gypsum board to conclude the wall assembly with 2-hours fire rating exceeding NYC Building Code.
   All exterior wall fire ratings shall meet or exceeds the New York City Building Code requirements. Local Law 11 of 1998, known as "Façade Inspection Safety Program" (FISP) shall be applicable to this building. This program shall require the owner of the building greater than six stories to have the building's exterior walls and appurtenances inspected once every five years and file a technical report to the Department of Buildings (DOB). The report for this building shall be filed five years from the date the first Temporary Certificate of Occupancy or Certificate of Occupancy is issued. The report shall include an executive overview that shall consist of a summary of findings and recommendations, a concise statement of the scope of the inspection and findings, the conclusions and recommendations and a determination as to whether the building is categorized as "safe", SWARMP", or "unsafe". The detailed inspection and reporting requirements, as well as additional law updates, will contain in RCNY 103-04 Periodic Inspection of Exterior walls and Appurtenances of Buildings.

(ii) Windows:

The windows shall be Manufacturer by Crystal Windows & Doors. The windows and glazed doors for balcony/terrace access shall be aluminum frame, insulated operable and fixed windows with thermal break. The thermal break shall consist of a continuous barrier between the inside and outside window frames that prevent conductive thermal energy loss. The barrier securely bonds the interior and exterior metal frames of the window sash. This thermal break shall create thermal energy loss resistance and combined with gas-filled double-pane glazing, which shall maintain the interior space of your window at a more comfortable temperature. The operable windows shall be provided with maximum 4" opening window stop for child safety as in accordance with state local law and the windows size shall be in accordance with code requirement for Light & Air. All windows shall be caulked from the both sides interior and exterior.

There shall be no lot line windows. There shall be a window size of 36"x84" in residential unit line 3G to 11G on West façade which shall be approximately 12.11-feet from the side property line. Water curtain sprinkler head shall be provided for these windows. These windows are permitted and are not required for light and air ventilation and shall conform to NYC building code table 705.8.

The size and location of windows shall comply with light and air requirement as per NYC building code. The windows shall be in accordance with the Energy Code. The windows shall have 5 years warranty from the manufacture.

Storefronts manufactured by Crystal Windows & Doors and shall be constructed of aluminum frames and insulated glass with deadbolt lock at residential building entrance. The manufacture shall provide a 5 years warranty. The thermal break system for storefronts shall be aluminum thermal break system.

The sponsor reserves the right to provide the products by the same or better quality than noted above.

(iii) Landmark status: None.

2. Parapets and Copings:
Parapets shall be constructed of finishes and backing support as indicated in Section h.1.(i) with stucco finish at the interior face of the parapet topped with aluminum coping.

3. Chimneys:
The chimney double walls for trash compactor requiring ducting to exterior shall consist of a NYC approved stainless steel chimney shall be two hour shaft enclosure at every floor extended to above roof at the height as required by NYC Building Code. Central exhaust system for kitchen and bathroom shall be located on the roof top. Hot water heater exhaust fans shall be located on the water heater room rooftop.

4. Balconies & Terraces:
All balconies and terraces perimeter shall be protected by 3-feet 6-inches high tempered glazed railing with steel frame. The railing shall have no ladder effect. The underside of the balconies assembly shall contain a layer of liquid applied barrier membrane onto the concrete slab followed by fiberglass z-girt to attach the finish 1/8-inch thick formed aluminum metal panel. Balconies shall have sealant coating on top of concrete as the finish. Second floor roof finish shall be Henry Dundeq vehicular and pedestrian traffic waterproofing system and shall be appropriate for daily vehicular and daily pedestrian foot traffic with ten (10) year warranty. Roof top finishes for private terrace for dwelling unit #12F shall be concrete pavers on pedestals and for common areas the finishes shall be a portion for vegetation green roof, a portion of roof by the elevator entrance area shall be concrete pavers on pedetals and the remaining area the finishes shall be Firestone 2 ply Builtup roofing system. All roof terraces finish and balcony finishes shall be appropriate for daily pedestrian foot traffic use. The doors to access the balconies and terraces shall be aluminum glazed doors with thermal break system. Refer to section 'W. Unit Information' for balcony and terrace designation for the residential units.

The Condominium Board of Managers shall have unlimited access to all areas of the roof for the purpose of making inspections or repairs. The Condominium Board of Managers shall have the financial responsibility for roof repair. All owners of units shall have financial responsibility for the repair of roof terraces. The Board of Managers shall have the power to decide the nature, appropriateness and timing of all roof repairs. The owners of units with terrace shall have the power to decide the nature, appropriateness and timing of all repairs to roof terraces.

In the event that the owners of units with terrace wish to do any construction on the roof, the Board of Managers shall have

the power to regulate one or more of the following aspects of that construction: (a). time periods during which work is permitted; (b). the manner in which construction debris would be handled; (c). measures which must be taken to prevent compromising of the security of the building during construction; (d). the interruption of services during construction; (e). Liability insurance for contractors during construction.

5. Exterior Entrances:
   The main residential entrance on 35th Avenue shall be storefront construction. Refer to section (h)(1)(ii) for storefront information. A vestibule shall be provided for the residential main entrance. Authorized mailboxes which shall meet post office specification shall be installed in the residential lobby. All exterior entrances shall be free of tripping hazards and with surface sloped away from the building for positive drainage. All exterior doors shall be provided with weather-strip, deadbolt lock and fasteners made of corrosion resistant metals. All entrances shall be lighted sufficiently with wall mount lighting fixtures. An exterior steel stair and steel ramp having a slope of 12:1 with 3'-6" high steel tempered glazing rails and steel frame fronting commercial unit shall be provided on grade level to access first floor commercial unit entrance in accordance with NYC building code.
6. Service Entrance: None.
7. Roof and Roof Structures:
   (i) Type of roofs for all areas:
   Roof construction for the main roof and bulkhead shall be poured in place concrete at the base followed with R-30 continuous tapered roof insulation, Firestone 2 ply Builtup roofing and flashing system. The roofing manufacture system shall be "Firestone" in conformance with New York City Material Equipment Acceptance Number (MEA#: 166-81-M). Flashing material shall include but not limited to aluminum cap and base flashing, roofing manufacture's pre-molded/prefabricated reinforced membrane or coated metal flashing. Refer to section h.4 Balconies & Terraces for roof finishes. A portion of the main roof shall contain a green roof with the following assembly from the concrete slab to finish; 1. waterproofing membrane, 2. cap sheet membrane, 3. drainage layer, 4. microfabric, 5. growing medium, and 6. vegetation layer. The green roof shall have a concrete curb border. The green roof shall be in accordance with NYC Building Bulletin 2019-010 sustainable roof zone. Second floor roof construction shall be poured in place concrete at the front and concrete with metal deck support by steel beams at the rear portion of the roof. Batt or spray insulation shall be below the roof slab and Henry Dundeq waterproofing system shall be on top of the roof slab. Refer to section h.4 Balconies & Terraces for roof finishes.
   Special project warranty shall be provided by manufacturer of primary roofing materials and his authorized installer, agreeing to replace/repair defective materials and workmanship as required to maintain roofing system in watertight condition. Upon successful completion of the project roofing membrane manufacture warranty shall be twenty (20) year no dollar limit (NDL) warranty for workmanship and material watertight conditions. The warranty term shall be a term type without deductibles or limitations on coverage amount and will warrant that the membrane will remain adhered to substrates and will include the cost of removal of overburden. The insulation will retain 80 percent of its insulation value and remain in place against wind uplift and float.
   (ii) Drains:
   Roof drains on the roof top shall be 3-inch control flow roof drains with overflow drains. Roof area shall be pitched at a minimum slope to roof drains. The accumulated weather run-off from the bulkheads shall flow to a gutter and leader system to the main roof, sloped toward the roof drains then transported via internal cast iron leaders to storm drains which lead to the detention tank in the cellar then to existing street combined sewer. Drains on second floor roof terrace shall be 4-inch area drains. The following shall be exterior drain locations; five (5) roof drains on roof top and three (3) on second floor roof terrace. There shall be two (2) area drains in the cellar level; one (1) trench drain at parking entrance. The following shall be interior floor drain locations; one (1) in bicycle room, one (1) in compactor room, one (1) in RPZ closet, one (1) in commercial toilet room, and one (1) in janitor closet. Gutters/leaders shall be painted aluminum. All drain materials shall conform to the standards of the New York City Plumbing Code.
   (iv) Skylights:
   There shall be no skylight in the building.
   (v) Bulkheads:
   See description in section (h)(1)(i) for bulkhead wall assemblies. Refer to section (h)(10) for apartment interior stair to

roof top and refer to section (h)(7)(vi) for metal work at roof levels.

(vi) Metal work at roof levels:
There shall be vertical wall anchored steel ladders on the roof top to the bulkheads for Fire Department access. Access to roof shall be in accordance with New York City Fire Department Chapter 10. A private six feet high steel fence shall be installed between dwelling unit #12F private terrace as limited common element and common roof area at roof top level. A gate shall be provided for the private terrace to access the egress stair and elevator as an accessible route.

(vii) Rooftop facilities:
The roof top shall contain a mechanical room, stair bulkhead, elevator and vestibule, a private roof terrace for unit #12F, roof area for mechanical equipments and a green roof. Rooftop shall be accessed for maintenance only. Refer to section (h)(7)(i) for roof assembly and finishes. There shall be an obstruction light at most high roof top in accordance with LaGuardia airport requirements. There shall be no antennae, cell-phone towers or satellite dishes at rooftop. Rooftop access is designed in compliance with 2014 NYC Fire
Code, section FC 504.4.

8. Fire escapes: None.

9. Yards and Courts:
The building setbacks shall be in accordance to NYC Zoning Resolution. Rear roof terrace and inner court roof terrace with minimum of 30-feet by 40-feet on second floor shall be for parking. The perimeter of all open roof terraces shall be protected by 3-feet 6-inches high parapet wall. Refer to item (h)(4) for terrace finishes, section (h)(7)(ii) for drainage and section (t) for code compliances and public terraces.

10. Interior Stairs:
All egress stair enclosures including the stair to elevator machine room shall be of two hour fire resistance assemblies in accordance with New York City Building Code. All stairs shall be constructed of steel stringers, treads and risers with painted 1-1/2-inch steel pipe guardrails and handrails supported on painted 1-1/2-inch steel pipe post and/or wall anchored. All stair handrails shall be painted 1-1/2-inch steel pipe and shall be anchored and fastened to the adjacent walls.

There shall be two egress stairs for residential units accessing to street level from the roof to the first floor. Commercial unit shall have two means of egress. One exit shall be exiting directly to the street level via the exterior stair/ramp fronting their entrance and the second means of egress would be exiting to the residential lobby then to the street level. Cellar parking shall have two means of egress; one egress stair leading to the residential lobby then to the street and the second egress stair would be direct to the street. Second floor parking would also have means of egress; one egress stair leading to the residential lobby then to the street and the second egress stair would be sharing with the residential egress stair to the street level.

The straight run interior stair for residential unit #12F shall be constructed of steel stringer, riser and tread and shall be in accordance with NYC Building Code. The railing shall be of tempered glass rail with steel frame.

11. Interior doors and Frames:

(i) Unit entrance:
The entrances to each residential unit shall have a viewer, heavy duty latch set, heavy duty dead bolt key from outside thumb-turn from inside and a chain guard. The door shall be 1-1/2 hours fire-rated, self closing painted hollow aluminum doors with hollow aluminum frames and a STC rating of 35, with non-combustible saddles in accordance with New York City Code requirements. The interior doors within the units shall be solid core wood doors.

(ii) Corridor doors and frames:
All corridor doors to be 1-1/2 hours fire-rated, self closing painted hollow aluminum doors and frames shall be painted hollow aluminum frames in accordance with New York City Code requirements.

(iii) Stair doors and frames:
All stair doors to be 1-1/2 hours fire-rated, self closing painted hollow aluminum doors and frames shall be painted hollow aluminum frames in accordance with New York City Code requirements.

(iv) Roof doors, cellar doors and frames:
All doors to be 1-1/2 hours fire-rated, self closing painted hollow aluminum doors and frames shall be painted hollow aluminum frames in accordance with New York City Code requirements.

12. Elevators:

	Residential	Parking Garage
Quantity & type of elevator	(2) passenger elevators	(1) vehicular elevator
Manufacture & Capacity	S&Q Elevator Inc., 350 fpm, 3,500 lbs.	Parkmatic, VOX Evolution, 8,000 lbs.
Type of operation	passenger	vehicular
Type of controls	Smartrise VVVF-AC controller, duplex control	Call keypad
Floor served	PE-1 serves from ground floor to roof, PE-2 serves from ground floor to 12th[t] floor	Cellar to 2nd floor
Type	Traction	Hydraulic
Door type	One speed center opening	Front and rear
Location of machine room	Roof	cellar

13. Elevator cabs:

	Residential	Parking Garage
Manufacturer	S&Q Elevator Inc.	Parkmatic
Floor material	Porcelain tile	steel grid
Walls material	stainless steel & mirror	Alucobon panel and horizontal aluminum guard
Ceiling material	stainless steel	none
Lighting	LED	N/A
Alarm, safety system	Phone alarm safety system	sensor

The sponsor reserves the right to provide by the same of different manufacturers which are equal to or better quality than noted above.

i. AUXILIARY FACILITIES

1. Laundry room:
   All residential units shall be furnished with electrical and water connections for a washer and dryer. The washer/dryer provided by the Sponsor shall be ventless in laundry closet. No dryer ventilation and exhaust shall be required. Purchasers are advised to leave the laundry closet door open while the dryer is in use, manufacture LG, model WM3997HWA Ventless 4.3 CUFT capacity steam washer/dryer combination or equal.
2. Refuse disposal:
   The refuse chute shall be located in the corridor on each residential floor. Residents shall collect their refuse and discard them in the refuse room into the chute which feeds into a hydraulically operated ram type compactor by All City Metal Inc., model MC4000 with 30 seconds cycle time and handles 1,500 pounds per hour. The compactor shall be located on second floor compactor room. The refuse and recyclable items shall be stored in this room until it is brought to the street curb for carting and to be picked up twice weekly by the New York City Department of Sanitation. Commercial refuse and disposal shall remain in their unit till the day before refuse collection to place on sidewalk curb. Commercial unit owner shall contract a private carting company if NYC Sanitation Department does not collect their refuse.
3. Bike storage:
   The bicycle storage room of approximately 246 square feet with forty (40) parking double stacker stalls shall be located on second floor. The bicycle storage room shall be locked at all times and shall be given access only to unit owners who purchased the bicycle storage. The bicycle storage on second floor shall be for residential use only. Commercial bicycle storage shall not be required in accordance with NYC Zoning Resolutions section 36-711(d) therefore not provided.

4. Storage: None
5. Mail/package:
   Mailboxes shall be located in the lobby and shall be individually key-locked and master keyed by the postman. There shall be no package room.

j. PLUMBING AND DRAINAGE

1. Water Supply:
   Potable water shall be supplied to all units from the New York City Water Distribution System. There shall be a 4-inch domestic water main with main shut off valve conveying the water into the building located in the cellar sprinkler room. Each residential unit shall be supplied with cold and hot water copper piping. The hot and cold water piping throughout the building shall be insulated as per New York City Energy Code requirements. All hot and cold water supply piping shall be fitted with a minimum ½-inch polyethylene, pipe insulation. Refer to item d.1 for additional information.
2. Fire Protection System:
   The building shall have a full automatic sprinkler system and standpipe system in accordance with the NYC Building Code NFPA13. An automatic wet sprinkler system shall be provided on all floors except the levels of parking areas shall have dry sprinkler system. Standpipe/sprinkler system primary water supply shall be a separate 6-inch fire service connecting to the existing city water main on 35th Avenue. There shall be a fire pump in the cellar sprinkler room.

   The fire and life safety system, including exit signs, emergency lighting and communication devices, shall be in accordance with Local Laws, 5, 16, and 58 shall be provided tying into the building's life safety equipment. The lobby shall be provided with smoke detector. Each stair landing shall be provided with water flow/temper switches and fire hose valves at the standpipe/sprinkler risers.

   The sprinkler heads shall be sidewall, upright and concealed types spaced in residential and commercial areas. The sprinklers in electrical and telecom and rooms which may be subject to accidental damage shall be provided with sprinkler guards. All sprinkler heads throughout shall be of ordinary temperature rating between 135-170°F except sprinkler heads located close to the heater or low-pressure blow-off valve shall be of the temperature rating as required by applicalble edition of NFPA-13. The building siamese connection for Fire Department use shall be installed on 35th Avenue in accordance with the NYC Building Code.

Pump Schedule		
Service	Location	Manufacture & Model #
Fire Pump	Cellar - Fire Pump Room	ITT/A-C Fire Pump Series 1580, Model 4x4x9.5F
Jockey Pump	Cellar - Fire Pump Room	Grundfos, Model CR3-12

3. Water storage tank(s): None.
4. Water pressure:
   According to the hydrant flow test performed by the NYCDEP Bureau of Water and Sewer Operations on 7/16/2021 at 10:58 AM, the static pressure taken on an 8 inch water main which was fed from two directions on the north side of 35th Avenue 1st hydrant west of Farrington Street was 57 pounds per square inch. The residual pressure at that point was 56 pounds per square inch when 500 gallons of water per minute were flowing from the east side of Farrington Street 1st hydrant south of 35th Avenue. No water tank is required.
5. Sanitary Sewage System: Refer to item (d)(2) for sanitary sewage system.
   Pump Schedule

Type	Manufacture	Model	Location	Service
Submersible sump pump	Stancor Inc	Model SE-50 oil minder system	Cellar - Elevator pit	Clear waste water in elevator
Submersible	Federal Pump Corp	B-1.5R-1/3-2-1A	Cellar level in floor	Parking/janitor's

storm sump pump			grate it	closet drain in cellar

6. Permit(s) required:
   Refer to section 'U'. Permits and Certificates' for required permits.
7. Storm Drainage System:
   The storm water system shall be designed as a flow control system with overflow drains, having a roof retention at the main roof and a detention tank located in the cellar in accordance with NYCDEP regulations. The detention tank shall be concrete enclosure with a dimension of 10'-10" length x 10'-10" width x 5'-4" height. An access hatch shall be above the detention tank. The storm drainage system shall be connected to municipal combination storm and sanitary sewer on 35th Avenue from the cellar. Storm piping shall be cast iron throughout. No hub piping and galvanized steel pipe shall be used above grade. Cast iron service weight pipe with mechanical joints shall be used below grade. Schedule 40 galvanized steel pipes shall be used for sump pump discharge piping. Storm drains shall be located at terraces and roofs. The system shall be adequately sized. Storm piping that cannot drain by gravity shall be connected to a simplex sump pump system manufactured by Federal Pump Corporation, model B-1.5R-1/3-2-1A. A submersible sump pump shall also be located in each elevator pit to clear waste water in elevator pit, manufactured by Stancor Inc., model SE-50 Oil Minder System.

k. HEATING

Hot water heater

Two (2) natural gas-fire water heaters for domestic hot water shall be provided at roof top water heater room. Hot water shall be distributed into each residential dwelling unit, connecting all plumbing fixtures that require hot water by code. Water heaters shall be manufactured by LAARS, model # NTV-600, input 600 MBH, output 582 MBH and 97% efficiency with eight (8) year limited warranty. Plumbing fixtures in commercial unit shall be provided with an electric water heater, manufactured by EEMAX, model SPEX-4208 with 99% efficiency. Plumbing fixture in the janitor closet in the cellar shall be provided with an electric water heater, manufactured by A.O.Smith, model #DEL-6, 6 gallon capacity, 7 gallons per minute at 90°F rise recovery capacity and 99% efficiency.

Heating and Air Conditioning System

The heating system provided for the building shall be in accordance with New York City Building Code. The heating systems shall maintain indoor temperature at minimum 68F when outdoor is 13F during heating seasons. The cooling systems shall maintain indoor temperature at maximum 78F when outdoor is 95F during cooling seasons.

Residential

Residential units shall be provided with fan coiled unit (variable refrigerant flow (VRF) electric split system) with ceiling/wall mount air handler units. Each individual dwelling unit shall be provided with heat pump unit delivering heating and cooling in the bedrooms and living areas distributed with horizontal ducts. These units shall be provided with thermostatic control or remote device. The locations for electric air condensers shall be located on the roof top. There shall be typically one (1) indoor unit and one (1) outdoor unit per dwelling unit. The warranty period for a complete system shall be ten (10) years on all parts and on the compressor when properly registered and installed by a certified Gree select Dealer.

The fan coiled units manufactured by Gree for the residential units are as follows;

	Indoor Unit	Outdoor Unit
Model	GMV-ND36PHS/A-T(U)	GMV-36WL/B-T(U)
Heating Capacity	40,000 BTU/h	45,000 BTU/h
Cooling Capacity	36,000 BTU/h	36,000 BTU/h
EER		11.3 / 13
SEER		16.5 / 20.5
HSPF		10.3 / 11.7

The residential public areas shall be provided with ceiling fan coiled units, each unit with separate controls and manufactured by Gree in the following areas;

	Indoor Unit			Outdoor Unit			
Location	Model	Heating Capacity in BTU/h	Cooling Capacity in BTU/h	Location	Model	Heating Capacity in BTU/h	Cooling Capacity in BTU/h
Main Lobby	GMV-ND24PHS/A-T(U)	27,000	24,000	1st floor	GMV-24WL/C-T(U)	28,000	24,000
Roof Lobby	GMV-ND12T/B-T(U)	13,500	12,000	Roof	KW12HQ1B8D0	13,000	12,000
Parking office	GMV-ND12T/B-T(U)	13,500	12,000	1st floor	KW12HQ1B8D0	13,000	12,000

The residential vestibule shall be provided with a ceiling mount electric heater by manufacture Markel 3480 Series, model #J3483, 5 kw electric heat, 17,000 Btuh, tamperproof thermostat, disconnect switch, manual reset, 2-speed motor and with fan relay. The residential corridors shall be vented by a gas-fired, air cooled outside air unit from the roof top, manufactured by AAON, model RN-020-8-0-EBOA-38B. Elevator machine rooms and compactor room shall be provided with VRF with temperature controls. Conditioned spaces but not limited to utility/mechanical rooms shall be provided with electric unit heaters and egress stairs shall be provided with electrical cabinet heaters.

Commercial

The commercial space shall be provided with electric unit heaters. The residential vestibule shall be provided with a ceiling mount electric heater by manufacture Markel 3480 Series, model #J3483, 5 kw electric heat, 17,000 Btuh, tamperproof thermostat, disconnect switch, manual reset, 2-speed motor and with fan relay. Ducted outside air intake shall be provided for ventilation by the storefront area.

Duct Insulation

Supply and return ducts in unconditioned spaces and all outside air ducts shall be insulated as per energy code. All low-pressure ducts shall be galvanized steel (24 gauge minimum).

Controls

Each air conditioning unit, fan coil unit, heaters shall be started/stopped and controlled by wall mounted 7-day programmable thermostat with 5°F dead band, setback to 55°F (heat) and 85°F (cool), 2 hours override, minimum 10 hours battery and shall provide and comply with manufacturer's requirements on power and control wiring for each equipment. The thermostat shall be set to 75°F (cooling) and 72°"F (heating).

The rooftop units, up-blast, and down-blast fans shall be installed on sound attenuated roof curbs and vibration isolators as required. All utility fans shall be installed with spring vibration isolators. Piping shall be insulated with rigid molded fiberglass per table below and factory applied vapor barrier jacket. Insulation and jacket shall have a combined flame spread rating no greater than 25 and smoke developed rating not exceeding 50.

All hung units from the building structure and mechanical equipments shall be with vibration isolators.

The sponsor reserves the right to provide the split system units by same or different manufacturers, which are equal to or better quality than noted above. The residence owners are responsible to maintain, repair and replace such systems, as necessary, at their sole cost and expense. The heating system has the ability to maintain the minimum legally required temperatures.

l. GAS SUPPLY

See gas described in section (d)(3) and (k).

m. AIR CONDITIONING

See air conditioning described in section (k).

n. VENTILATION

All windowless areas such as kitchen, bathrooms, toilets, refuse rooms, utility/mechanical rooms, shall be provided with mechanical ventilation to the roof top. Residential bathrooms shall be provided with 50 cfm mechanical ventilation. Residential kitchen shall be provided with 100 cfm mechanical ventilation. The ventilations in common areas, including public corridors,

mechanical room, hot water heater room, gas meter & sprinkler room, electric meter room, hall way and compactor rooms are all using automatic dampers and mechanically exhaust to the rooftop. Other exhaust devices located in residential areas, such as toilet and kitchen, are also ventilated by automatic damper. The noise emission rating for mechanical ventilation shall be in accordance with New York City Mechanical Code. Second floor garage shall have natural ventilation from the exterior. The cellar garage shall be mechanical ventilated and shall be exhausted out on the second floor roof terrace. The ventilations shall be in accordance with NYC Building Code and NYC Mechanical Code.

o. ELECTRICAL SYSTEM

The electrical service for the building shall have one (1) entry service point to the electrical room located at cellar. The service shall supply 120/280V single-phase service, 3 phases, 4 wires. The main feed shall bring the service to seventy one (71) separate meters (Refer to item d.Utilities, 4.Electricity for meter distribution). The electrical system shall be adequate for modern usage. All bathrooms and kitchenettes shall be equipped with GFCI outlets. There shall be AFCI circuit breakers designated for all sleeping rooms indicated on the electrical service equipment panels in each unit to prevent any arching that could cause any potential damage to the units. Water resistant receptacles shall be provided at exterior areas. No generator shall be provided.

Service to individual units;

Each unit shall have separate fixtures and convenience outlets installed in accordance with the NYC Electrical Code including a double 30 amperes circuit breaker for the heating and cooling equipments. Individual units are to be fed from 100 amperes, 120/208, 1-phase, 3-wires service. Circuits are to be provided as follows;

- At least two (2) for general-purpose appliance circuits in the kitchen and dining areas
- One (1) outlet for the clothes combined washer/dryer
- One (1) outlet for the refrigerator
- One (1) outlet distance 15 feet apart in each bedroom
- One (1) ground fault type outlet located in the bathroom
- Circuits are to be provided for 3 watts per square feet for lighting and general receptacles load.

Service to commercial unit and parking garage shall be provided each with 400 amperes, 120/208-Volt, 3-phase, 3-wires service.

Adequacy:

(i) Service:

Each residential unit shall be provided with 12 circuits. The electrical system shall be adequate to handle all modern appliances and heating and cooling equipments. Each residential unit shall be hard wired, battery backup operated combined smoke carbon monoxide detector.

(ii) Lighting fixtures shall be LED/fluorescent type in the residential units and through the building.

Wire material and size shall be in accordance with NYC Electrical Code.

Lighting fixtures in common spaces

Location	Type	Manufacture	Model	Occupancy sensor type
Building entrance & roof top	Cylinder wall lantern	Parker Collection or equal	Satin Aluminum Outdoor wall lantern	Photo sensor & time switch combo for building entrance, Daylight control for roof top
Lobby	recessed	Globe Electric	4" round	Daylight responsive control at front portion of lobby & automatic occupant sensor or photo sensor control
Corridors,	recessed	Globe Electric	4" round	
egress stairs	surface mount	Philips	A23	
HWH room, utility room, bicycle room, refuse room	surface mount	Philips	A23	Automatic occupant sensor control
Garage	Surface mount	Philips	2x4 fluorescent light 2 lamps fixtures	Automatic shutoff control with lighting reduction

Lighting fixtures in residential units

Location	Type	Manufacture	Lamp
Balcony	Wall mount	Craftmade	5" round
Living area	recessed	Globe Electric	4" round

Kitchen	recessed	Globe Electric	4" round
Bedroom	Surface mount	Globe Electric	4" round
Bathroom	Surface mount	Globe Electric	4" round

The sponsor reserves the right to provide electrical systems and light fixtures by same of different manufacturers, which are equal to or better quality than noted above.

p. INTERCOMMUNICATION AND/OR DOOR SIGNAL SYSTEMS

The incoming telephone, internet and cable TV services shall be located in the cellar. The telecommunication services shall be derived from the cellar. The service providers vendor shall provide the demark. From the cellar, riser cable shall be brought to the refuse rooms. From the refuse room, connections shall be made to a Network Interface Device (NID) box to various outlets in each residential unit enabling the unit owner to obtain telephone, internet and cable television service at the unit owner's expense.

The security system shall include access control/alarm monitoring systems (ACAM), closed circuit television (CCTV) system, and intercom. The system shall be monitored from residential lobby and from the security command center ACAM. CCTV shall be an extension of the security systems and shall be controlled and administered from the residential lobby.

ACAM shall be TCP/IP based system and shall include proximity card readers, proximity access control key fobs, field panels and file server with data base. Visitor management system to register the visitors shall be included as well. The card readers shall be installed at the residential main entrance only and all other common spaces shall be provided with key lock. CCTV shall be TCP/IP based system and include IP PoE cameras, network video recorders (NVR), patch panels and network switches. CCTV camera shall monitor selected entrances, corridors and stairwells. The cameras shall be designed to cover the immediate area within view of the cameras and shall not necessarily cover all the area involved. PTZ cameras shall be provided to cover exterior areas. Aiphone GT Series Versatile Multi-Tenant Security System shall be provided in the residential units. GTV-DES202B, a module audio/video entrance station shall be recessed and mounted in the vestibule of the residential lobby. The sponsor reserves the right to provide by the same of different manufacturers which are equal to or better quality than noted above.

q. PUBLIC AREA LIGHTING

Refer to section (o) lighting schedule for public area lighting. The maintenance or replacement of the light fixtures for common areas shall be by the Condo Board members. The above requirements shall be in compliance with the New York City Energy Code. Lighting fixtures and electrical outlets shall be installed by a licensed electrician, and shall be in accordance with the NYC Electrical Code and the NYC Building Code.

r. GARAGE AND PARKING AREAS

The garage shall be an attendant parking with a vehicular elevator accessing cellar and second floor roof from building frontage. The drop-off zone shall be located on first floor garage entrance. The vehicles shall be dropped off at ground level garage entrance and shall be parked by the parking attendant. Locations of the residential, commercial and ADA parking are adaptable ascribed by parking attendant having twenty four hour service. The parking garage height shall be in accordance with ADA van parking requirements. There shall be three (3) standard ADA parking stall and one (1) ADA van parking located on second floor garage level. Parking in the cellar shall be indoor enclosed garage with parking types listed below. Second floor roof parking shall be at partial opened and covered area. See list below for second floor parking types. Second floor roof parking shall be unconditioned space with open to outside air circulation. Parking stackers shall be by manufacture Parkmatic. The forty nine (49) parking are required for the residential parking and commercial parking shall not be required as per NYC Zoning Resolutions. The garage shall contain total of ninety eight (98) parking for both commercial and residential use as accessory to the building units only. The parking spaces and dimensions shall be in accordance with NYC Zoning Resolutions and New York City Department of Building approval. The garage shall contain dry system for fire protection. Fresh air intake shall be supplied mechanically through garage entrance and mechanical ventilation shall be exhausted to the 2nd floor ceiling exterior rear wall. Garage lighting shall be ceiling surface mounted. There shall be a trench drain at the garage entrances, two submersible pumps in cellar garage and three roof drains for the parking area on second floor roof. Parking surfaces in the cellar and ground floor shall have a concrete sealant coat and refer to section (h)(7)(i) for roofing finish.

Floor level	Parking Types		
	# of triple stacker	# of double stacker	# of single stalls
Cellar	13 (39 stalls)	2 (4 stalls)	7 stalls
Sub-Total	50 stalls		
2nd floor roof	0	22 (44 stalls)	4 stalls (ADA)
Sub-Total	48 stalls		
Total	98 stalls		

s. SWIMMING POOL

None.

t. TENNIS COURTS, PLAYGROUND AND RECREATIONAL FACILITIES

There shall be no public open roof terrace amenity in this building. Rooftop shall be accessed for maintenance only. There may be mechanical ventilations in the roof terraces area. The roof terrace shall comply according to New York City Department of Buildings Bulletin 2018-002.

u. PERMITS AND CERTIFICATES

All required permits and signoffs, including a Certificate of Occupancy (temporary or final), are to be obtained by the Sponsor prior to closing. The building shall not be occupied by tenants and / or unit owners prior to the Sponsor obtaining the Certificate of Occupancy.

The building and units shall be constructed in accordance with the NYC Building Code, Regulations of the City of New York Zoning Resolution, New York City Energy Code, and any other applicable authority, and in accordance with the plans and specifications filed with the Department of Buildings.

Herewith listed below are the applications filed with the New York City Department of Building;

- New Building Job No. Q00549624-I1
- Foundation Job No. Q00556333
- Structural Job No. Q00551187
- Plumbing Job No. Q00641301
- Mechanical Job No. Q00641346
- Sprinkler / Standpipe Job No. Q00641485
- Curb Cut Job No. Q00630184
- Builder's Pavement Plan Job No. 440695543

Required inspections but not limited to the following shall be conducted by the NYC Department of Buildings, Department of Environmental Protection, Fire Department of New York and/or Department of Transportation. Builder to retain the service of an architect or engineer for controlled inspection for borings, soil percolation tests, sub-grade, concrete, concrete test cylinders, concrete design mix, masonry units, structural steel, NFPA 80, sprinkler, fire alarm, elevator safety, boiler safety, mechanical ventilation, backflow preventer and fire-stopping, all shall be in accordance with the requirements of the New York City Building Code. Sprinkler, elevator, fire alarm, RPZ and NFPA 80 shall be recurring inspections and FISP requires every 5 year inspection.

v. VIOLATIONS

A current search in NYC Building Department files reveals that the property indicates one (1) OATH/ECB open violation Sponsor shall clear the current violation prior to Certificate of Occupancy.

OATH/ECB number	Certification Status	Respondent	Hearing Status	Violation Date	Infraction Code	OATH/ECB Penalty Due
35036056L	Open – no compliance recorded	Calvary World Mission Chu Inspect Unit: Quality of Life	In Violation	02/19/2015 Violation Type:	222	$0.00

	Severity: Class-2			Construction		

Severity	Description
Class 1	Immediately Hazardous violations must be corrected immediately. If an acceptable Certificate of Correction is not received, additional civil penalties may apply. See Administrative Code Section 28-202.1, 28-213.1, 28-219.1 and 28-207.2.6 that may impose $1500 for each Class 1 violation. If the violating condition is an illegal conversion, additional daily penalties of $1000 for continued violation are also applicable.
Class 2	Major violations. See administrative Code Section 28-201.2

Certification Status	Status Description
Open – no compliance recorded	Certificate of correction required. See guide to resolving an OATH Summons/Violation.

w. UNIT INFORMATION

The condominium shall have a total of sixty nine (69) residential units and one (1) commercial unit. The commercial unit shall be on first floor level. The residential units shall be located on the third through twelfth floor level. Each unit shall be measured horizontally from the exterior side of the exterior walls or property line of any party wall to the centerline of the partitions separating one unit from another unit, or separating one unit from any common element or to the unit side of the opposite exterior walls. Each unit shall consist of the area measured vertically from the finished floor of the units to the underside if the highest ceiling of the units. However, any common element located within a unit shall not be considered to be a part of that unit, and all exterior spaces which are a part of a unit are not included in the square footage count.

Residential units

Count	Floor designation	Apartment #	Floor area in SF	# of bedroom	# of bathroom	w/ terrace in SF	w/ balcony in SF	Floor to ceiling ht.
1	3rd floor	3A	538	1	1	-	72	9'-6"
2	3rd floor	3B	520	1	1	-	72	9'-6"
3	3rd floor	3C	534	1	1	-	72	9'-6"
4	3rd floor	3D	710	2	2	-	-	9'-6"
5	3rd floor	3E	681	2	2	-	-	9'-6"
6	3rd floor	3F	799	2	2	-	54	9'-6"
7	3rd floor	3G	523	1	1	-	49	9'-6"
8	4th floor	4A	538	1	1	-	72	9'-6"
9	4th floor	4B	520	1	1	-	72	9'-6"
10	4th floor	4C	534	1	1	-	72	9'-6"
11	4th floor	4D	710	2	2	-	-	9'-6"
12	4th floor	4E	681	2	2	-	-	9'-6"
13	4th floor	4F	799	2	2	-	54	9'-6"
14	4th floor	4G	523	1	1	-	49	9'-6"
15	5th floor	5A	538	1	1	-	72	9'-6"
16	5th floor	5B	520	1	1	-	72	9'-6"
17	5th floor	5C	534	1	1	-	72	9'-6"
18	5th floor	5D	710	2	2	-	-	9'-6"
19	5th floor	5E	681	2	2	-	-	9'-6"
20	5th floor	5F	799	2	2	-	54	9'-6"
21	5th floor	5G	523	1	1	-	49	9'-6"

22	6th floor	6A	538	1	1	-	72	9'-6"
23	6th floor	6B	520	1	1	-	72	9'-6"
24	6th floor	6C	534	1	1	-	72	9'-6"
25	6th floor	6D	710	2	2	-	-	9'-6"
26	6th floor	6E	681	2	2	-	-	9'-6"
27	6th floor	6F	799	2	2	-	54	9'-6"
28	6th floor	6G	523	1	1	-	49	9'-6"
29	7th floor	7A	538	1	1	-	72	9'-6"
30	7th floor	7B	520	1	1	-	72	9'-6"
31	7th floor	7C	534	1	1	-	72	9'-6"
32	7th floor	7D	710	2	2	-	-	9'-6"
33	7th floor	7E	681	2	2	-	-	9'-6"
34	7th floor	7F	799	2	2	-	54	9'-6"
35	7th floor	7G	523	1	1	-	49	9'-6"
36	8th floor	8A	538	1	1	-	72	9'-6"
37	8th floor	8B	520	1	1	-	72	9'-6"
38	8th floor	8C	534	1	1	-	72	9'-6"
39	8th floor	8D	710	2	2	-	-	9'-6"
40	8th floor	8E	681	2	2	-	-	9'-6"
41	8th floor	8F	799	2	2	-	54	9'-6"
42	8th floor	8G	523	1	1	-	49	9'-6"
43	9th floor	9A	538	1	1	-	72	9'-6"
44	9th floor	9B	520	1	1	-	72	9'-6"
45	9th floor	9C	534	1	1	-	72	9'-6"
46	9th floor	9D	710	2	2	-	-	9'-6"
47	9th floor	9E	681	2	2	-	-	9'-6"
48	9th floor	9F	799	2	2	-	54	9'-6"
49	9th floor	9G	523	1	1	-	49	9'-6"
50	10th floor	10A	538	1	1	-	72	9'-6"
51	10th floor	10B	520	1	1	-	72	9'-6"
52	10th floor	10C	534	1	1	-	72	9'-6"
53	10th floor	10D	710	2	2	-	-	9'-6"
54	10th floor	10E	681	2	2	-	-	9'-6"
55	10th floor	10F	799	2	2	-	54	9'-6"
56	10th floor	10G	523	1	1	-	49	9'-6"
57	11th floor	11A	538	1	1		72	9'-6"
58	11th floor	11B	520	1	1	-	72	9'-6"
59	11th floor	11C	534	1	1	-	72	9'-6"
60	11th floor	11D	710	2	2	-	-	9'-6"
61	11th floor	11E	691	2	2	-	-	9'-6"
62	11th floor	11F	918	2	2	-	105	9'-6"
63	11th floor	11G	396	0	1	-	-	9'-6"
64	12th floor	12A	538	1	1		72	9'-6"
65	12th floor	12B	520	1	1		72	9'-6"
66	12th floor	12C	534	1	1		72	9'-6"
67	12th floor	12D	710	2	2		-	9'-6"
68	12th floor	12E	734	2	2		-	9'-6"
69	12th floor	12F	1323+97	3	2	484	105	9'-6"

Commercial unit

Floor designation	Unit #	Floor area in SF	# of toilet room	Max. # of occupant
First floor	1	7,725	1	230

x. FINISH SCHEDULE

LOCATION	FLOOR	WALL	BASE	CEILING
Garage in cellar	Sealer paint on concrete	Rubber base	Painted	Painted
Electric meter room	Sealer paint on concrete	Rubber base	Painted	Painted
Gas meter	Sealer paint on concrete	Rubber base	Painted	Painted
Compactor room	Sealer paint on concrete	Rubber base	Painted	Painted
Sprinkler room	Sealer paint on concrete	Rubber base	Painted	Painted
Bicycle storage	Sealer paint on concrete	Rubber base	Painted	Painted
Car Elevator Control Room	Sealer paint on concrete	Rubber base	Painted	Painted
Water Heater Room	Sealer paint on concrete	Rubber base	Painted	Painted
Egress stair	Sealer paint	Rubber base	Painted	Painted
Commercial unit	concrete	Rubber base	Painted	Painted
Public Toilet	Tile	Tile	Painted	Painted
Public Corridors	Carpet NF401 Tile by Interface Pattern # 127860AK0H Color # 104745 Liene	Painted gypsum board and vinyl wall covering	Painted Wood	Concrete w/ kadex- painted and hung 5/8" gypsum board- painted and/or modular ceiling tile
Lobby	Porcelain Tile	Painted gypsum board and porcelain tile	Painted Wood	Hung 5/8" gypsum board- painted
Living/Dining area, closets, & halls in Unit.	Wood	Painted Gypsum board	Painted Wood	Concrete w/ kadex- painted and hung 5/8" gypsum board- painted
Bedroom	Wood	Painted Gypsum board	Painted Wood	Concrete w/ kadex- painted and hung 5/8" gypsum board- painted
Master Bathroom	Porcelain tile	Porcelain tile on water resistant gypsum board and painted gypsum board	Porcelain tile	Hung water resistant gypsum board- painted
Bathroom	Porcelain tile	Porcelain tile on water resistant gypsum board and painted gypsum board	Porcelain tile	Hung water resistant gypsum board- painted
Kitchen	Wood	Engineered quartz stone on water resistant gypsum	Painted Wood	Concrete w/ kadex- painted and hung 5/8" gypsum board painted
Laundry Closet	Porcelain tile	Painted Gypsum board	Porcelain tile	Concrete w/ kadex- painted and hung 5/8" gypsum board- painted

a. Wood flooring: Prefinished engineered hardwood white oak plank flooring 5" wide by ½ thick by ½ inch thick, with a sound isolation underlayment, by Kahrs International or equal as approved by the Architect.

b. Painting Schedule: Residential interior gypsum board surfaces are scheduled for one prime coat and tow finish coats interior

latex, flat finish by Benjamin Moore or equal as approved by the Architect. Colors are as noted in the Architectural contract documents.

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

Bathroom Fixtures and Appliances:	
Water Closet	One Piece low profile with elongated bowl and white finish as manufactured by Kohler plumbing, "Gabrielle" or equivalent.
Bathtub	Low rise drops in acrylic alcove bath with three-sided tile flange in white finish as manufactured by Kohler plumbing, "Archer" or equivalent.
Lavatory, countertop, vanity	Vitreous china surface-countertop mounted lavatory with white finish by Scavolini, "Monobloc" or equivalent.
Shower	KOHLER, K-9166-10 / K-9165-10
Kitchen Fixtures and Appliances:	
Gas Range	30" stainless steel 5-burner slide-in gas range, model HG18054UC by Bosch or equivalent.
OTR Microwave & Range Hood	30" stainless steel over-the-range microwave and vent hood, 500 series: model HMV5052U by Bosch or equivalent.
Sink	23" undermount single bowl stainless steel sink by Vigo Industries LLC, "Vigo" or equivalent.
Dishwasher	"Ascenta" 24" stainless steel dishwasher by Bosch, model SHV4AT53UC.
Refrigerator	30" stainless steel bottom-mount refrigerator and freezer by Bosch, model B301B800SP or equivalent.
Cabinet	Glossy Lacquer and/or Laminate Finish Cabinetry by Scavolini
Countertop	marble

Commercial plumbing fixtures shall be the same as the residential shown above. The sponsor reserves the right to provide the finishes and appliance by same of different manufacturers, which are equal to or better quality than noted above.

y. SAFETY AND WARNING DEVICES

Each dwelling unit shall be equipped with a hard-wired combination smoke/carbon monoxide detector as per NYC Local Law 62/81, 7/04, R.S.17 and as per section 28-02 of the NYC Building Code. The smoke/carbon detectors manufacturer: GRK Electronics, model no. SC6120B or equal. Smoke/carbon monoxide detector shall also be installed in boiler room, electrical meter room and gas meter room and sprinkler room. The entire building shall be provided with an automatic sprinkler system. The residential fire alarm control panel with digital dialer shall be located on ground residential lobby. The installation of the fire alarm system shall be in accordance with New York City Building Code 907 and Appendix Q.

cc. ASBESTOS

There are no asbestos present as this building is new construction.

dd. LEAD-BASED PAINT

There is no lead-based paint as this building is new construction.

FURTHER DEVELOPMENT

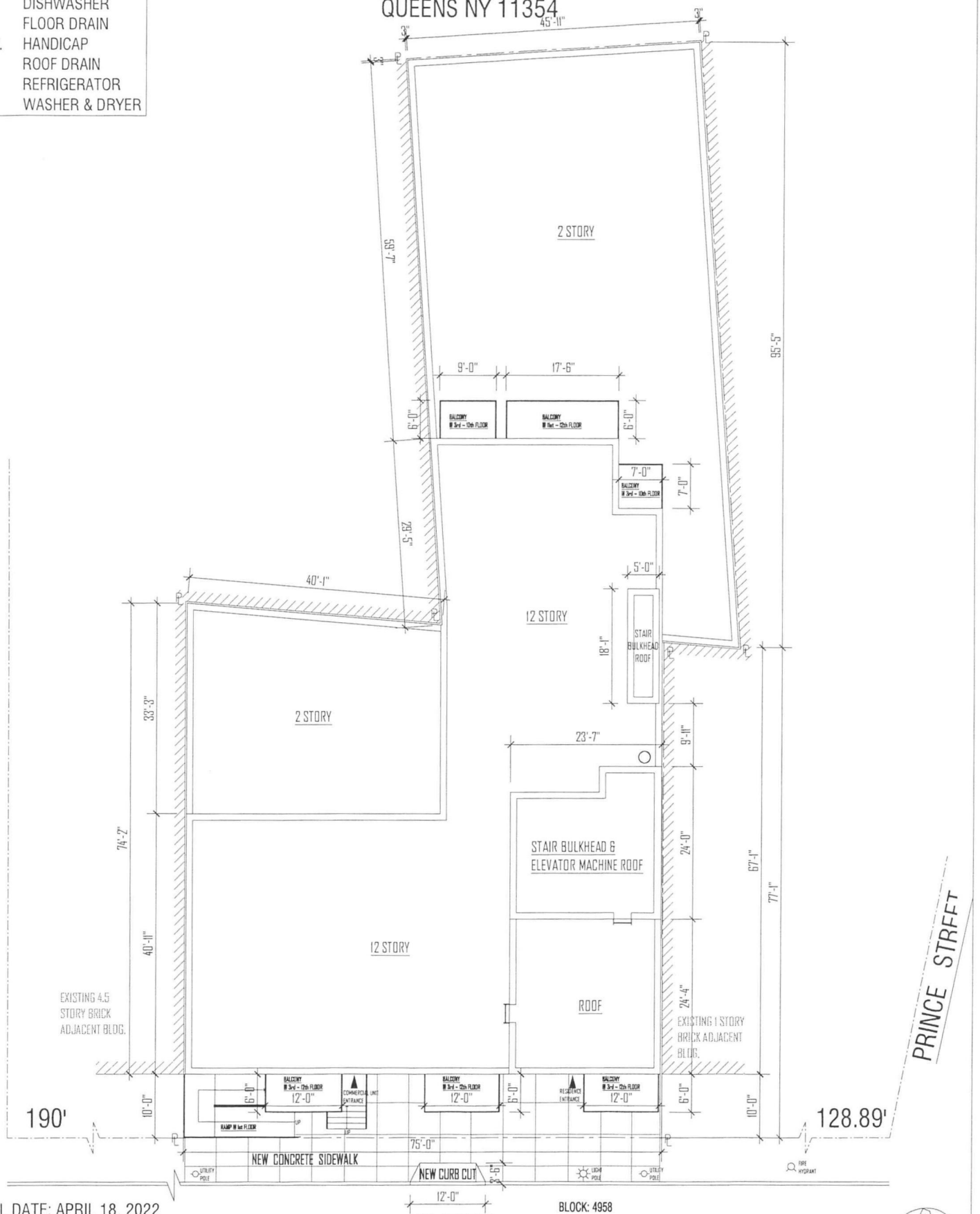
There is no anticipated further development.



February 3, 2023

ABBREVIATION	
DN	DOWN
DW.	DISHWASHER
F.D.	FLOOR DRAIN
HDCP.	HANDICAP
R.D.	ROOF DRAIN
REF.	REFRIGERATOR
W/D	WASHER & DRYER

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



INITIAL DATE: APRIL 18, 2022
REVISION DATE: FEBRUARY 03, 2023
NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

35th AVENUE
SITE PLAN
SCALE : 1/20" = 1'-0"

BLOCK: 4958
LOT: 120
ZONE: R6/C2-2
MAP: 10A

0' 2' 4' 6' 8' 16'
ALL DIMENSIONS ARE APPROXIMATE.

SCHEDULE G-1

LEGEND

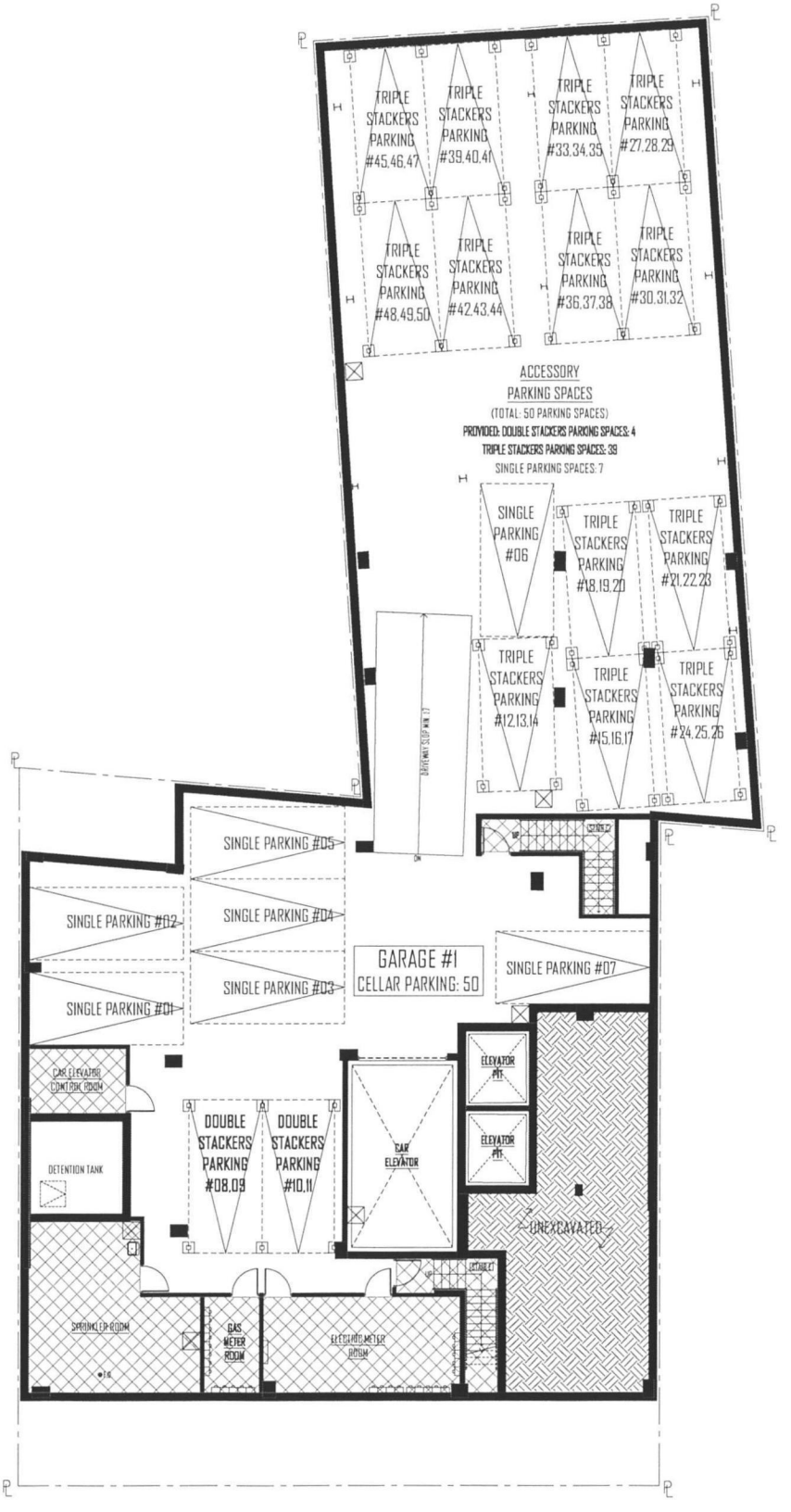
COMMON ELEMENT

LIMITED COMMON ELEMENT

UNIT BOUNDARY

PROPERTY LINE

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



PRPOPOSED CELLAR PLAN

SCALE : 1/20" = 1'-0"

0' 2' 4' 6' 8' 16'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

SCHEDULE G-2

LEGEND

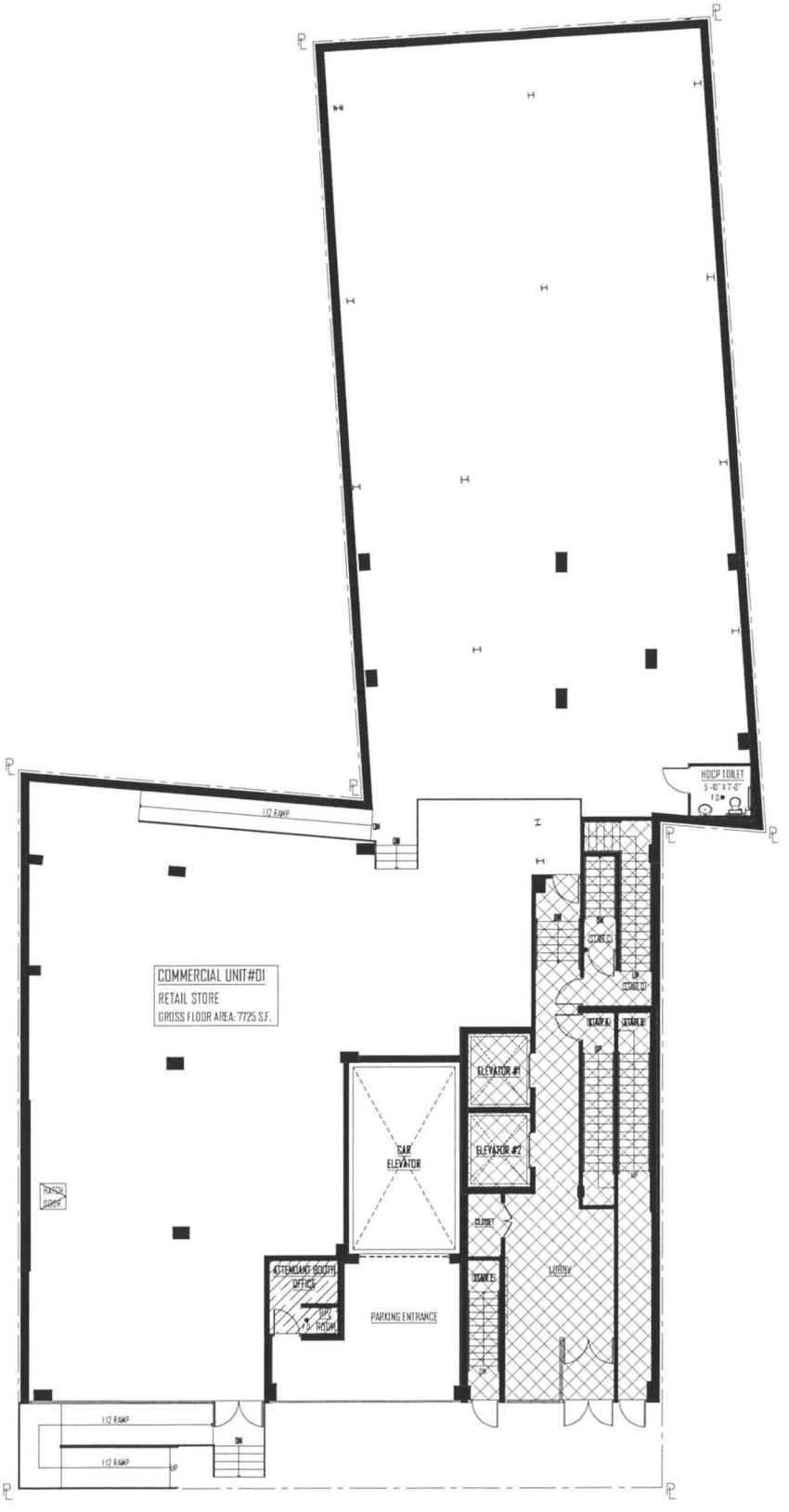
COMMON ELEMENT

LIMITED COMMON ELEMENT

UNIT BOUNDARY

PROPERTY LINE

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



35th AVENUE

PRPOPOSED 1st FLOOR PLAN

SCALE : 1/20" = 1'-0"

0' 2' 4' 6' 8' 16'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

LEGEND

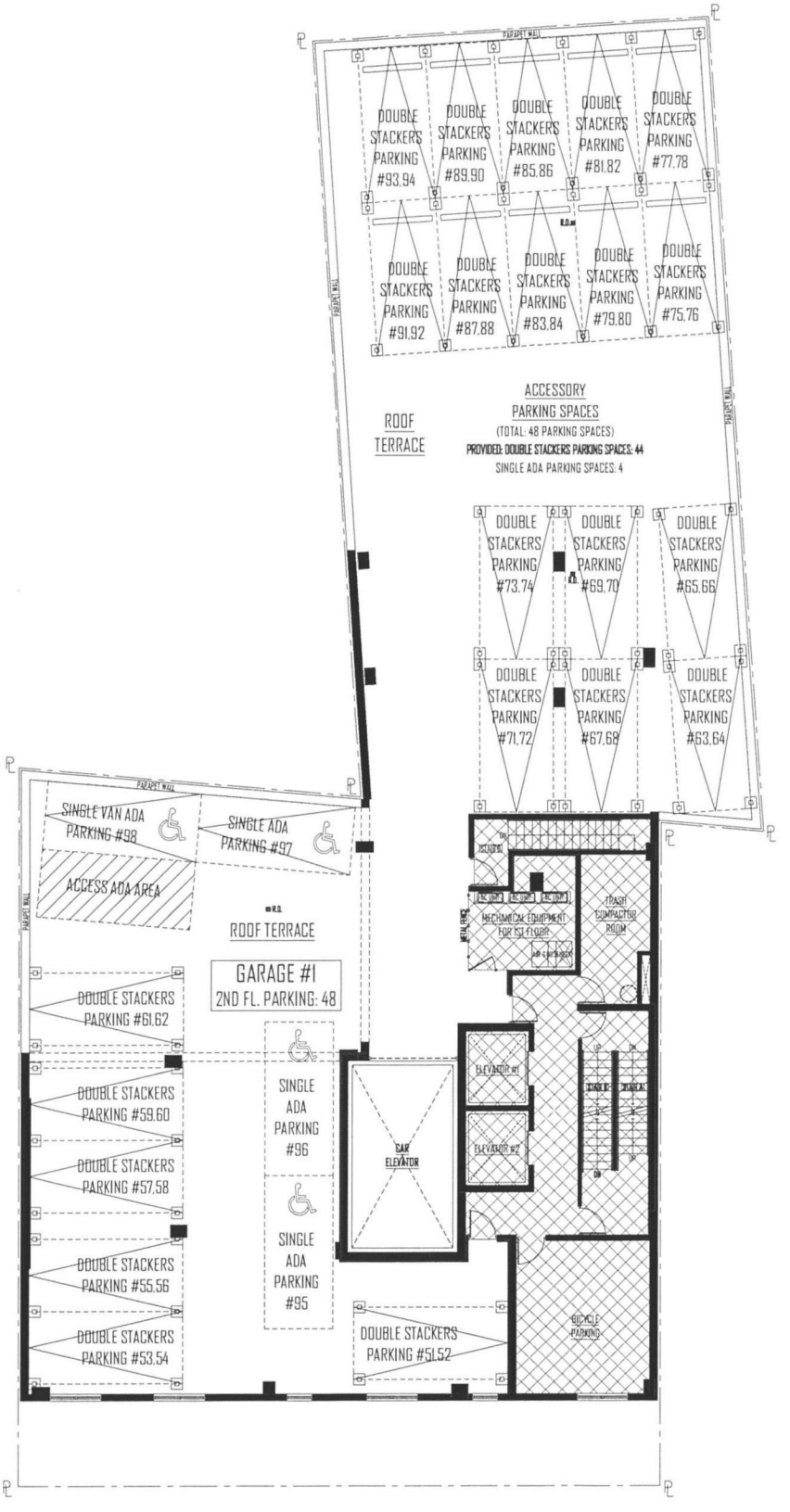
COMMON ELEMENT

LIMITED COMMON ELEMENT

UNIT BOUNDARY

PROPERTY LINE

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



35th AVENUE

PROPOSED 2nd FLOOR PLAN

SCALE : 1/20" = 1'-0"

0' 2' 4' 6' 8' 16'

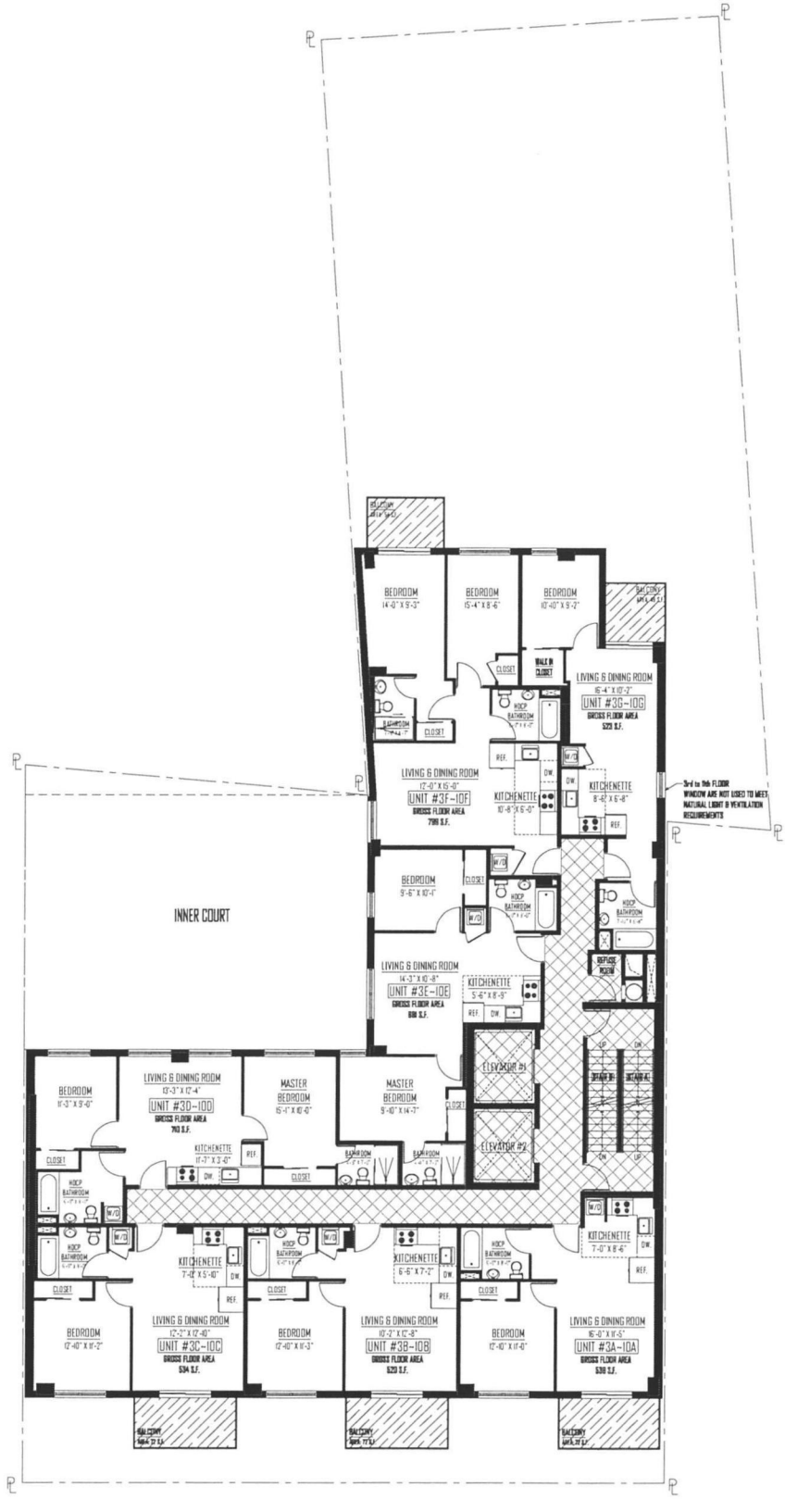
ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

LEGEND

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT BOUNDARY
- PROPERTY LINE

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



35th AVENUE

PROPOSED 3rd-10th FLOOR PLAN

SCALE : 1/20" = 1'-0"

0' 2' 4' 6' 8' 16'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

LEGEND

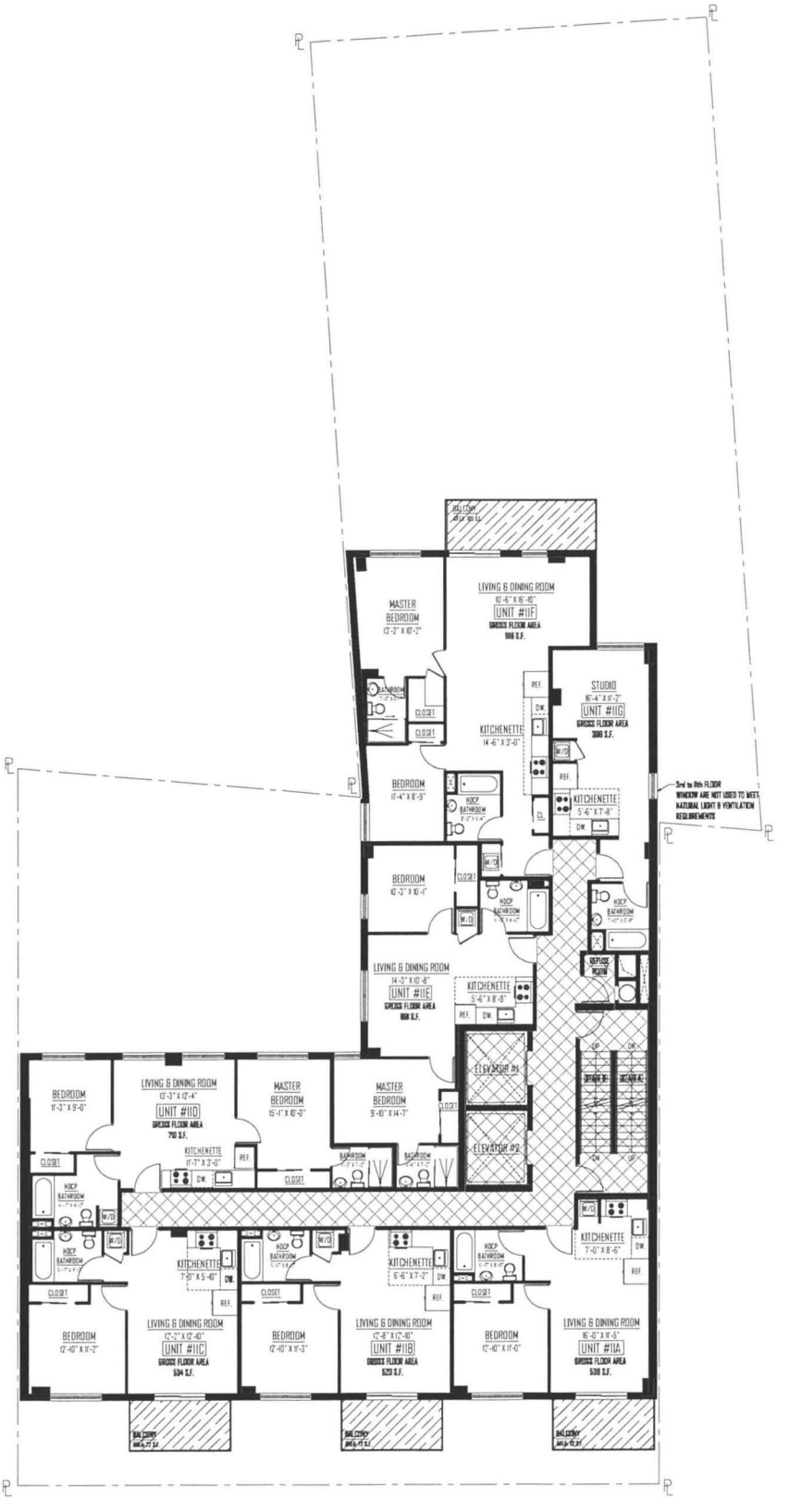
COMMON ELEMENT

LIMITED COMMON ELEMENT

UNIT BOUNDARY

PROPERTY LINE

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



35th AVENUE

PROPOSED 11th FLOOR PLAN

SCALE : 1/20" = 1'-0"

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

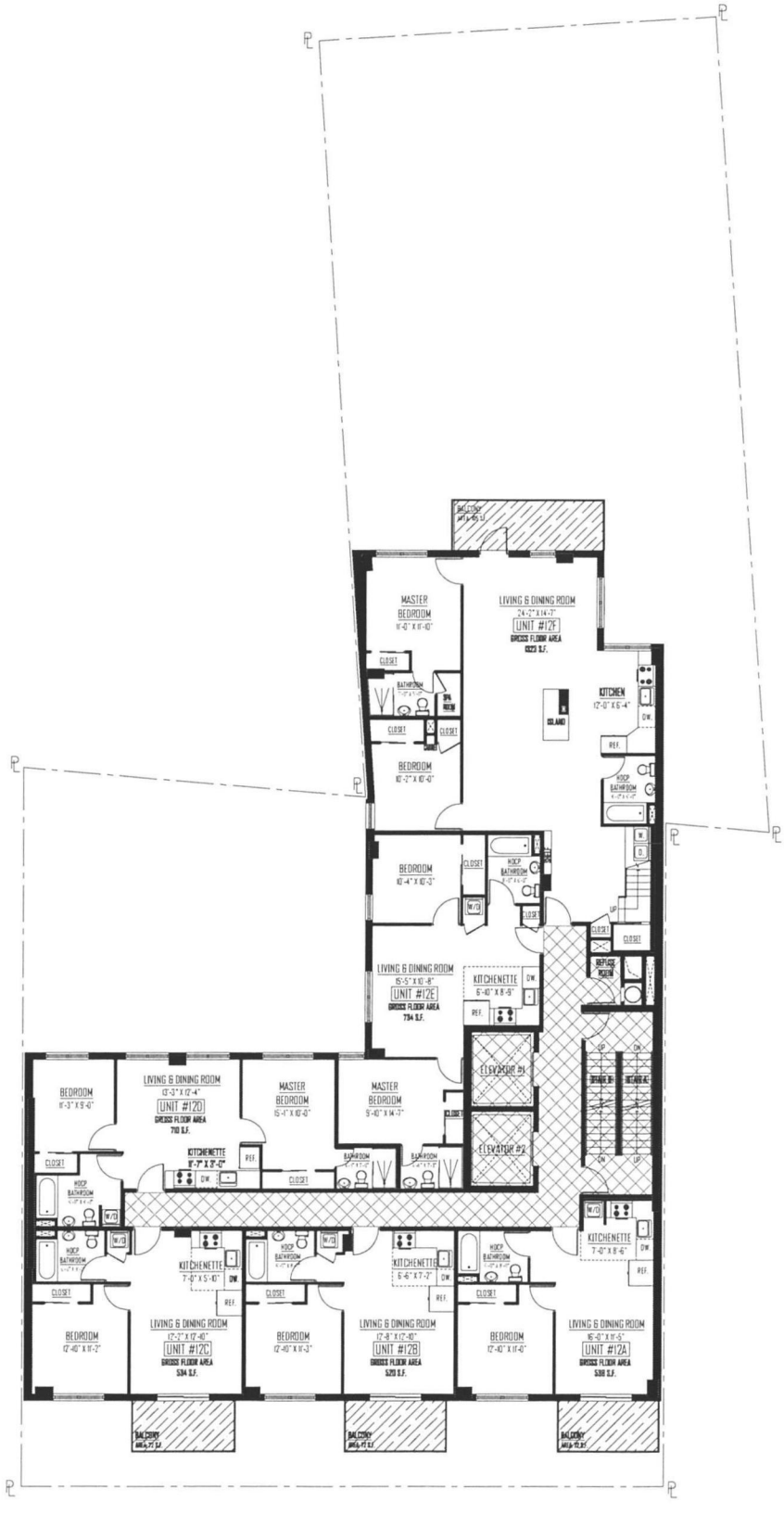
0' 2' 4' 6' 8' 16'

ALL DIMENSIONS ARE APPROXIMATE.

LEGEND

- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT BOUNDARY
- PROPERTY LINE

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



35th AVENUE

PROPOSED 12th FLOOR PLAN

SCALE : 1/20" = 1'-0"

0' 2' 4' 6' 8' 16'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

LEGEND

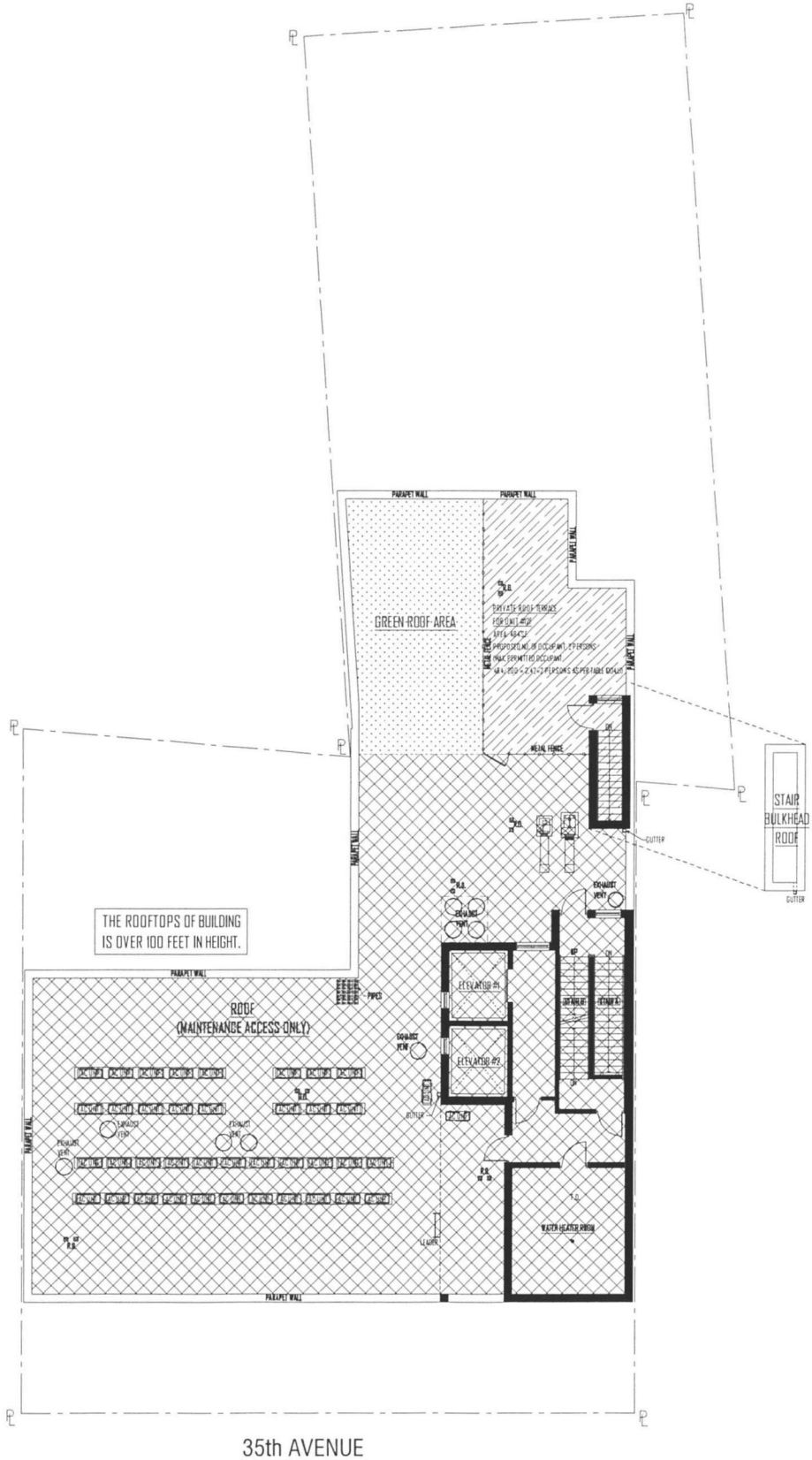
COMMON ELEMENT

LIMITED COMMON ELEMENT

UNIT BOUNDARY

PROPERTY LINE

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



35th AVENUE

PROPOSED ROOF PLAN

SCALE : 1/20" = 1'-0"

0' 2' 4' 6' 8' 16'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

LEGEND

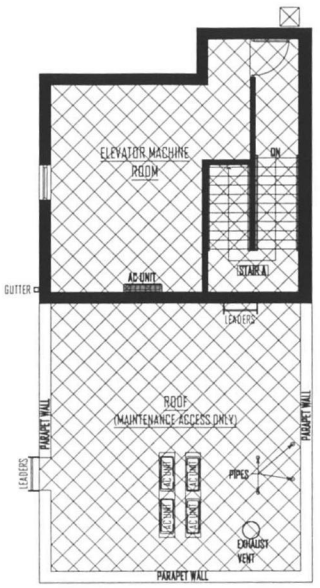
COMMON ELEMENT

LIMITED COMMON ELEMENT

UNIT BOUNDARY

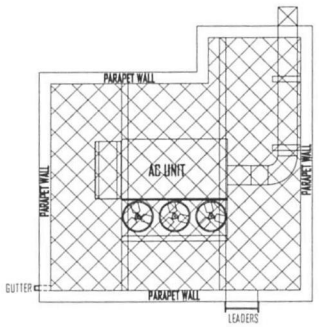
PROPERTY LINE

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



PROPOSED ELEVATOR MACHINE ROOM PLAN

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



PROPOSED MACHINE ROOM & STAIR BULKHEAD ROOF PLAN

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

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

0' 2' 4' 6' 8' 16'

ALL DIMENSIONS ARE APPROXIMATE.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



RETAIL STORE #1

1st FLOOR
GROSS FLOOR AREA : 7725 S.F.
SCALE: 1/20" = 1'-0"

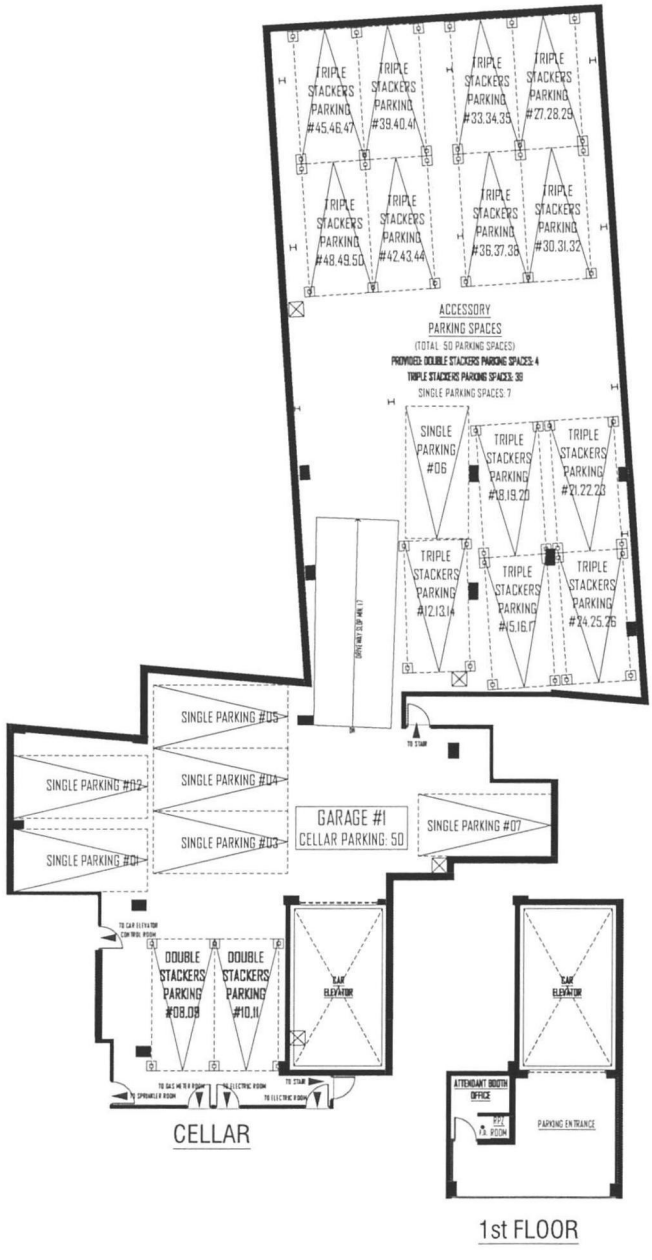
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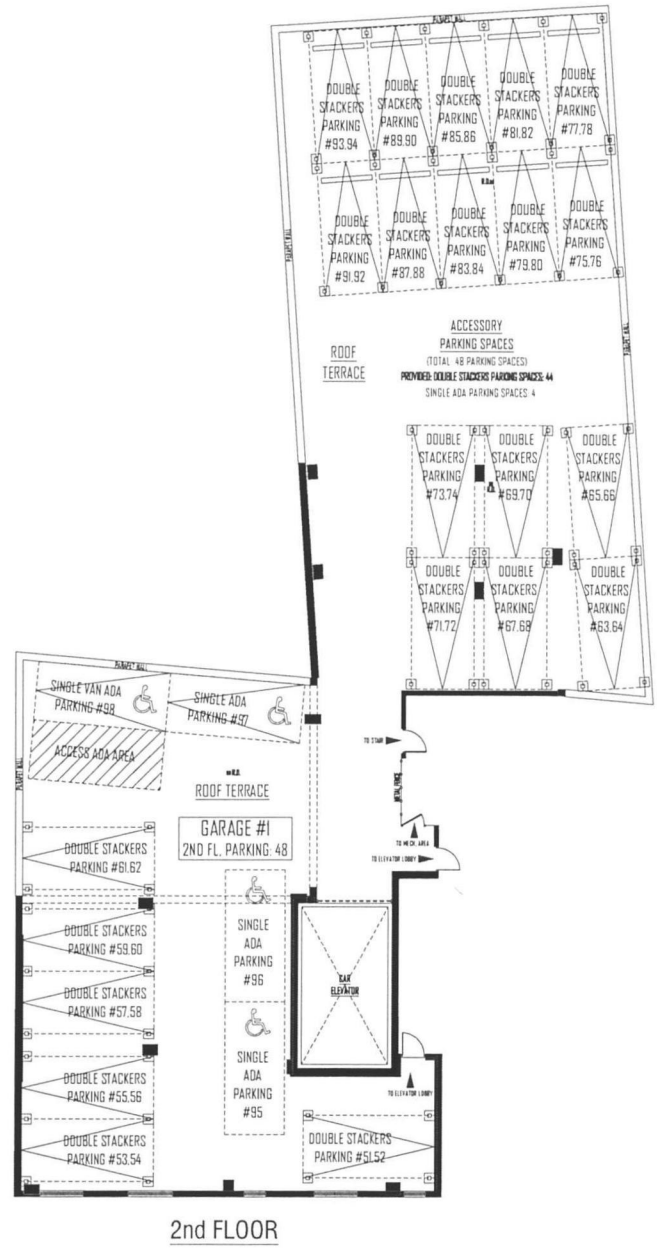
ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

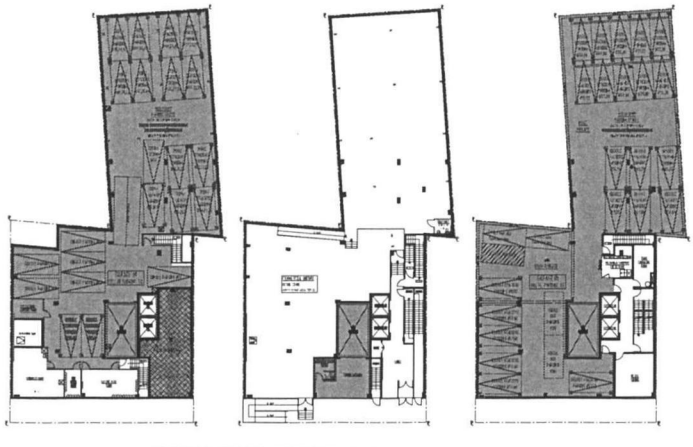
SCHEDULE G-3

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





1st FLOOR



GARAGE UNIT #1

CELLAR AREA: 8993 S.F.
1st FLOOR AREA: 713 S.F.
2nd FLOOR AREA: 8124 S.F.
GROSS FLOOR AREA : 17830 S.F.

CELLAR PARKING: 50
2nd FLOOR PARKING: 48
TOTAL PARKING: 98
SCALE: 1/25" = 1'-0"

0' 3' 6' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #3A~10A

3st FLOOR~10th FLOOR
1 BEDROOM
1 BATHROOM
GROSS FLOOR AREA : 538 S.F.
BALCONY AREA: 72 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #3B~10B

3rd FLOOR~10th FLOOR
1 BEDROOM
1 BATHROOM
GROSS FLOOR AREA : 520 S.F.
BALCONY AREA: 72 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #3C~10C

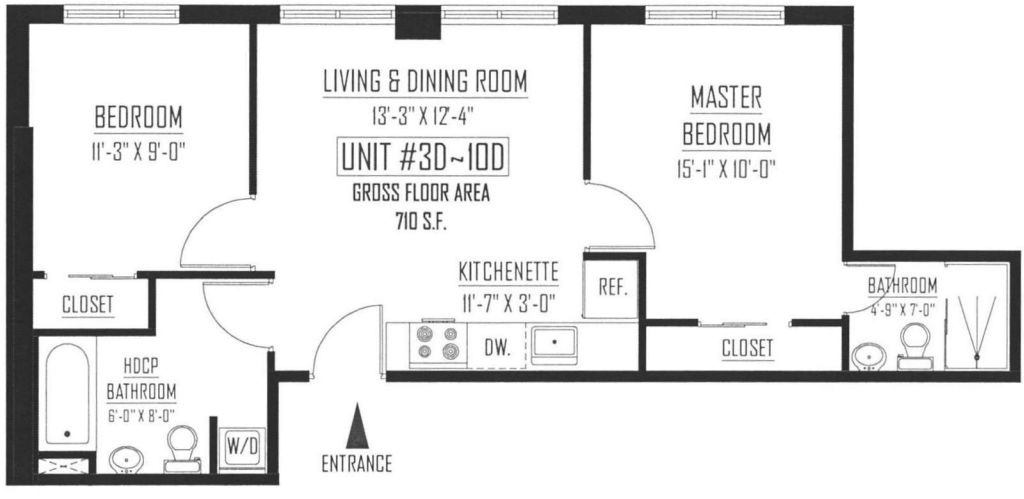
3rd FLOOR~10th FLOOR
1 BEDROOM
1 BATHROOM
GROSS FLOOR AREA : 534 S.F.
BALCONY AREA: 72 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #3D~10D

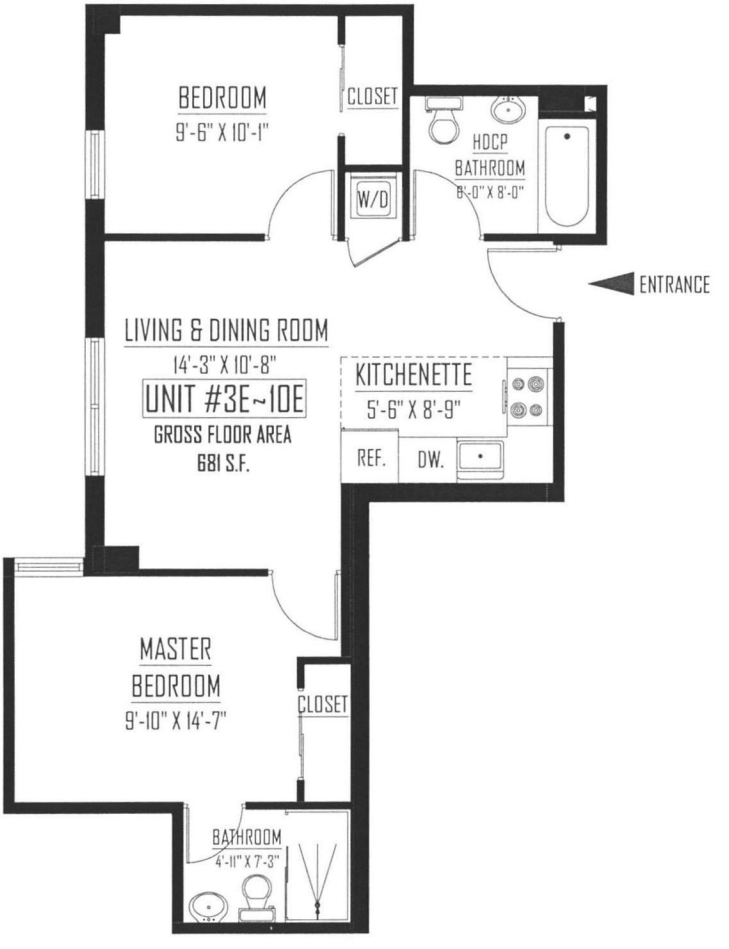
3rd FLOOR~10th FLOOR
2 BEDROOM
2 BATHROOM
GROSS FLOOR AREA : 710 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #3E~10E

3st FLOOR~10th FLOOR
2 BEDROOM
2 BATHROOM
GROSS FLOOR AREA : 681 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'
ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB
REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #3F~10F

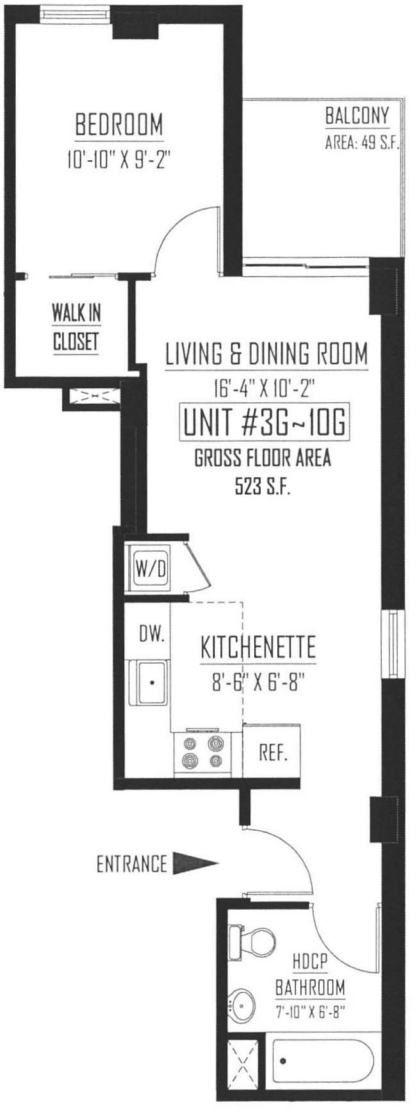
3st FLOOR~10th FLOOR
2 BEDROOM
2 BATHROOM
GROSS FLOOR AREA : 799 S.F.
BALCONY AREA: 54 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #3G~10G

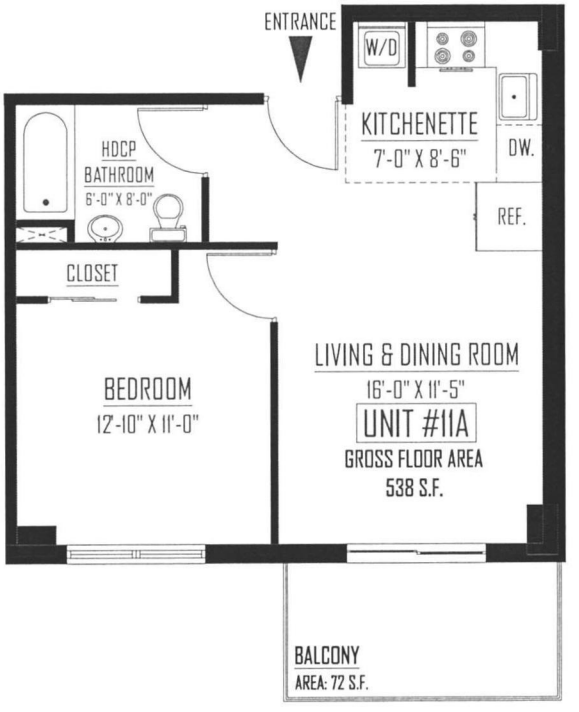
3st FLOOR~10th FLOOR
1 BEDROOM
1 BATHROOM
GROSS FLOOR AREA : 523 S.F.
BALCONY AREA: 49 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB
REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #11A

11th FLOOR
1 BEDROOM
1 BATHROOM
GROSS FLOOR AREA : 538 S.F.
BALCONY AREA: 72 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #11B

11th FLOOR
1 BEDROOM
1 BATHROOM
GROSS FLOOR AREA : 520 S.F.
BALCONY AREA: 72 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #11C

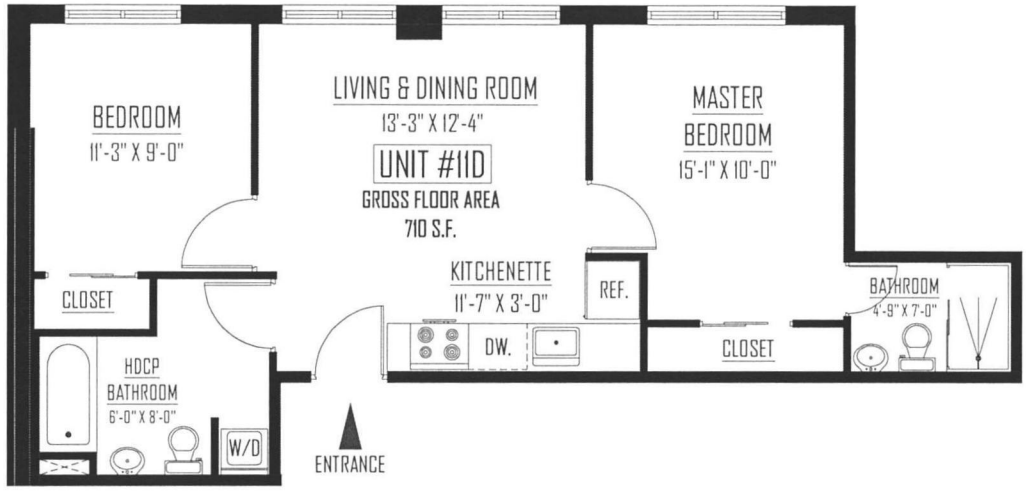
11th FLOOR
1 BEDROOM
1 BATHROOM
GROSS FLOOR AREA : 534 S.F.
BALCONY AREA: 72 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #11D

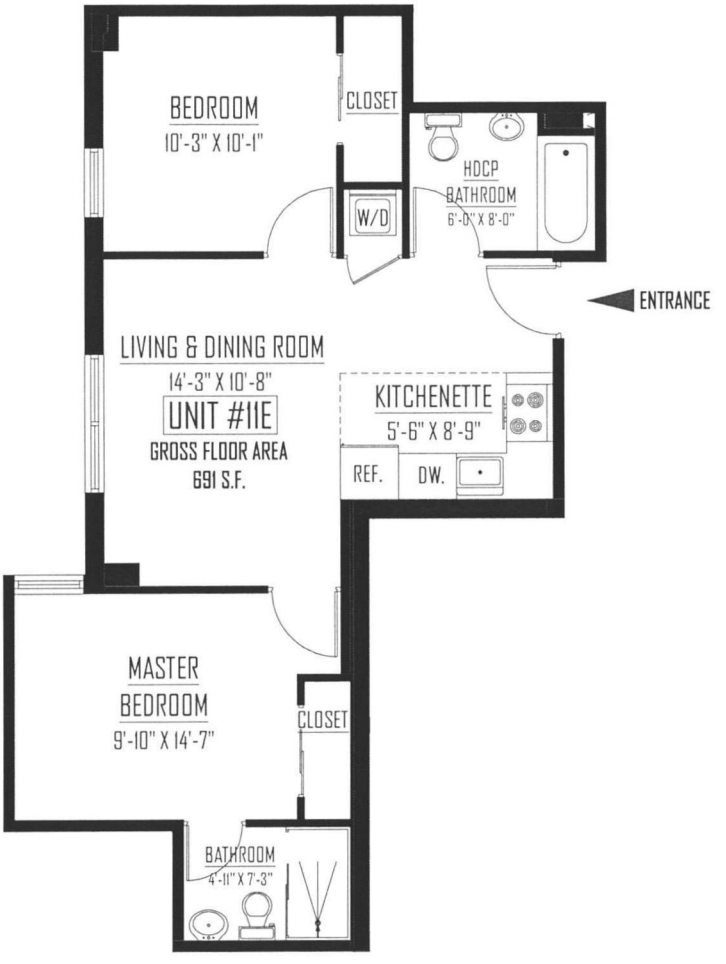
11th FLOOR
2 BEDROOM
2 BATHROOM
GROSS FLOOR AREA : 710 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #11E

11th FLOOR
2 BEDROOM
2 BATHROOM
GROSS FLOOR AREA : 691 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #11F

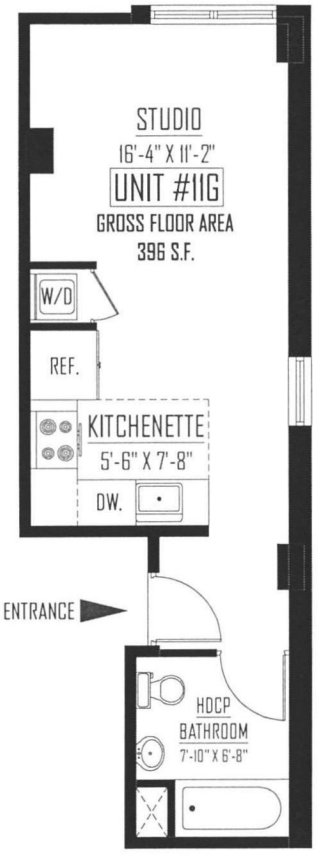
11th FLOOR
2 BEDROOM
2 BATHROOM
GROSS FLOOR AREA : 918 S.F.
BALCONY AREA: 105 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #11G

11th FLOOR
STUDIO
1 BATHROOM
GROSS FLOOR AREA : 396 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #12A

12th FLOOR
1 BEDROOM
1 BATHROOM
GROSS FLOOR AREA : 538 S.F.
BALCONY AREA: 72 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #12B

12th FLOOR
1 BEDROOM
1 BATHROOM
GROSS FLOOR AREA : 520 S.F.
BALCONY AREA: 72 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #12C

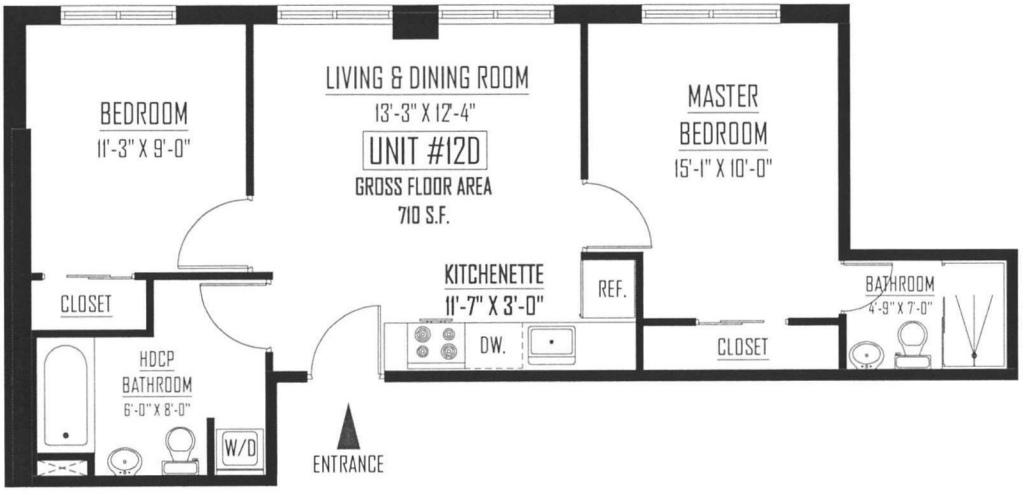
12th FLOOR
1 BEDROOM
1 BATHROOM
GROSS FLOOR AREA : 534 S.F.
BALCONY AREA: 72 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #12D

12th FLOOR
2 BEDROOM
2 BATHROOM
GROSS FLOOR AREA : 710 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354





RESIDENTIAL UNIT #12E

12th FLOOR
2 BEDROOM
2 BATHROOM
GROSS FLOOR AREA :734 S.F.
SCALE: 1/8" = 1'-0"

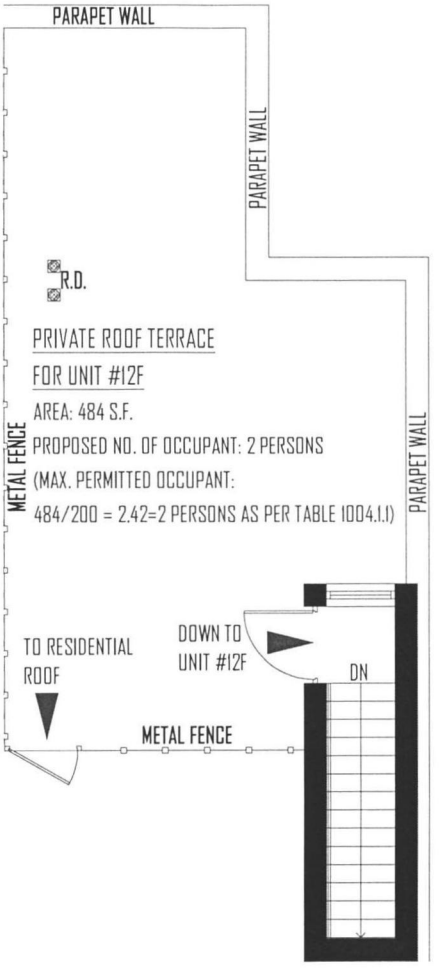
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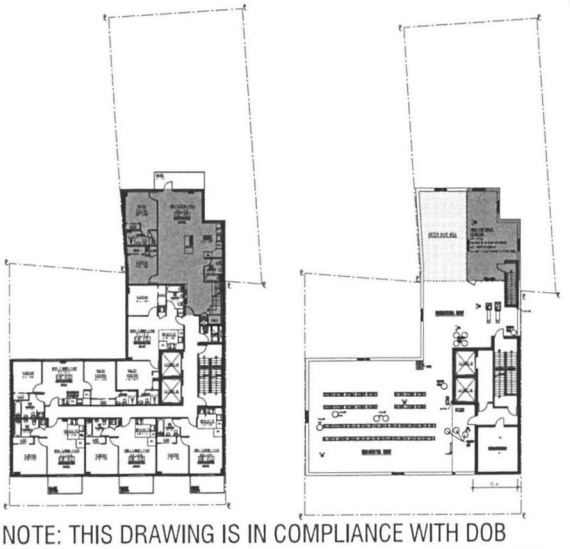
ALL DIMENSIONS ARE APPROXIMATE.

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB
REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354







NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

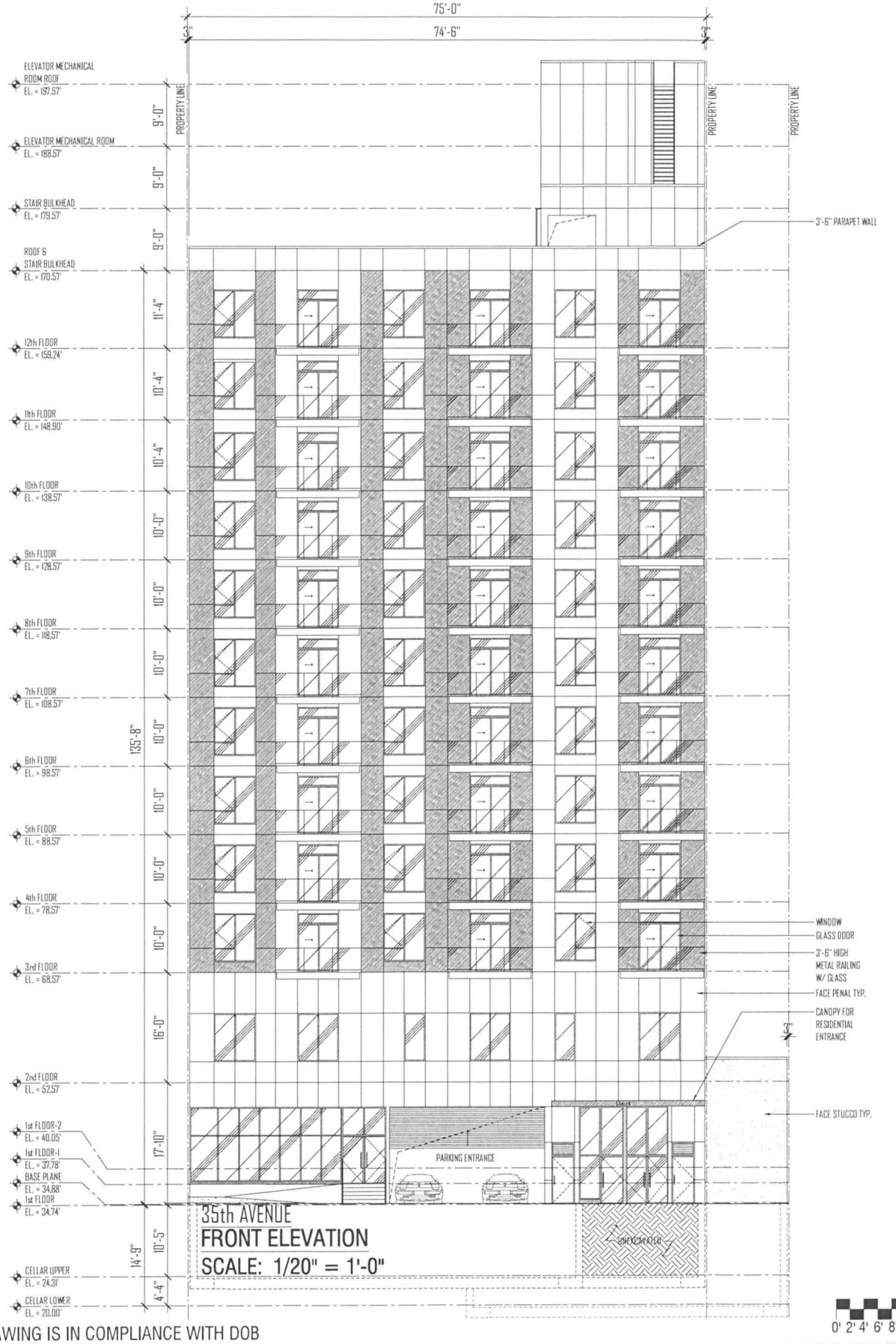
RESIDENTIAL UNIT #12F

121th FLOOR
2 BEDROOM
2 BATHROOM
GROSS FLOOR AREA : 1323 S.F.
BALCONY AREA: 105 S.F.
STAIR BULKHEAD AREA: 97 S.F.
ROOF TERRACE AREA: 484 S.F.
SCALE: 1/8" = 1'-0"

0' 2' 4' 6' 8' 12'

ALL DIMENSIONS ARE APPROXIMATE.

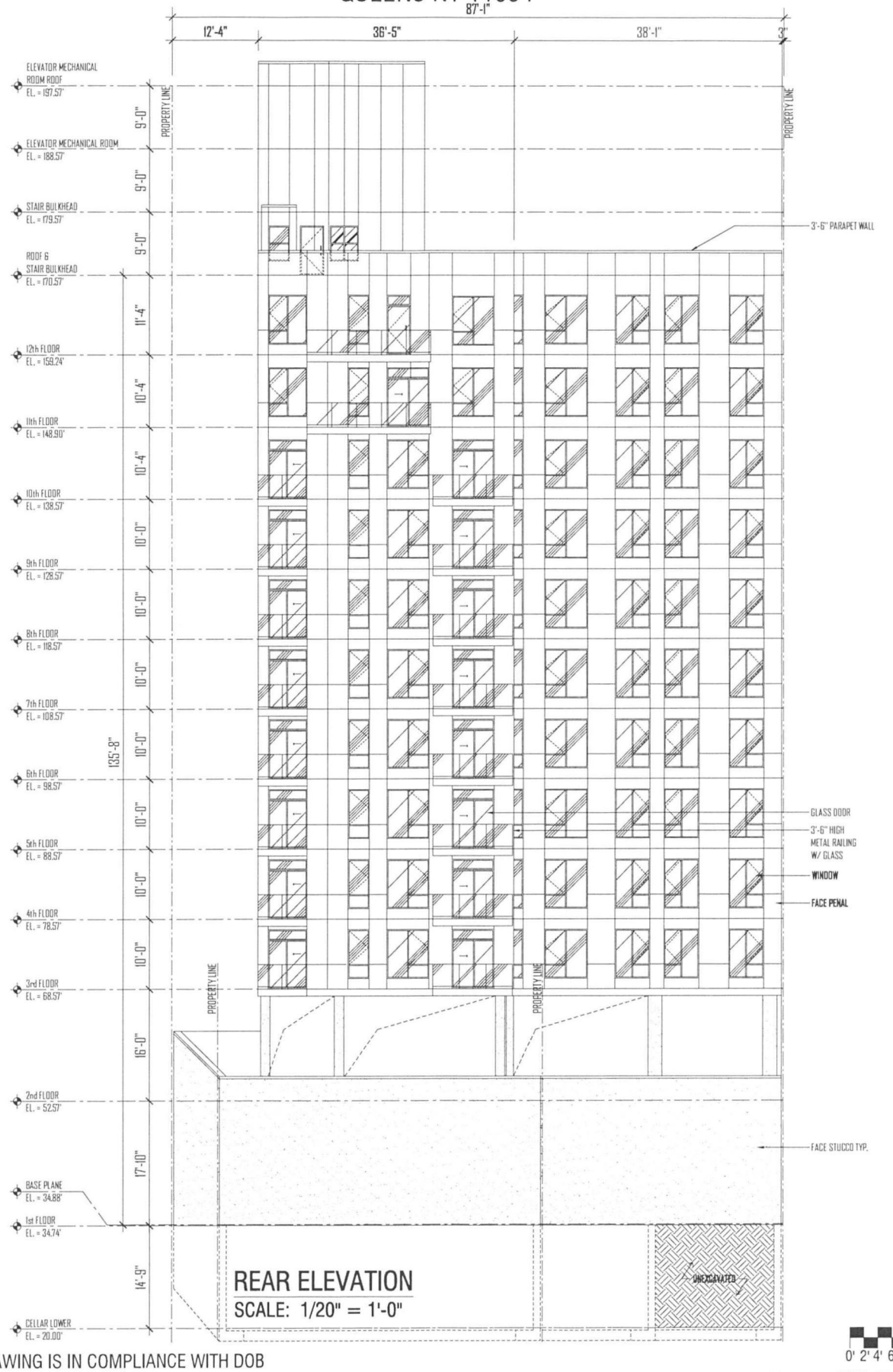
THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

ALL DIMENSIONS ARE APPROXIMATE.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



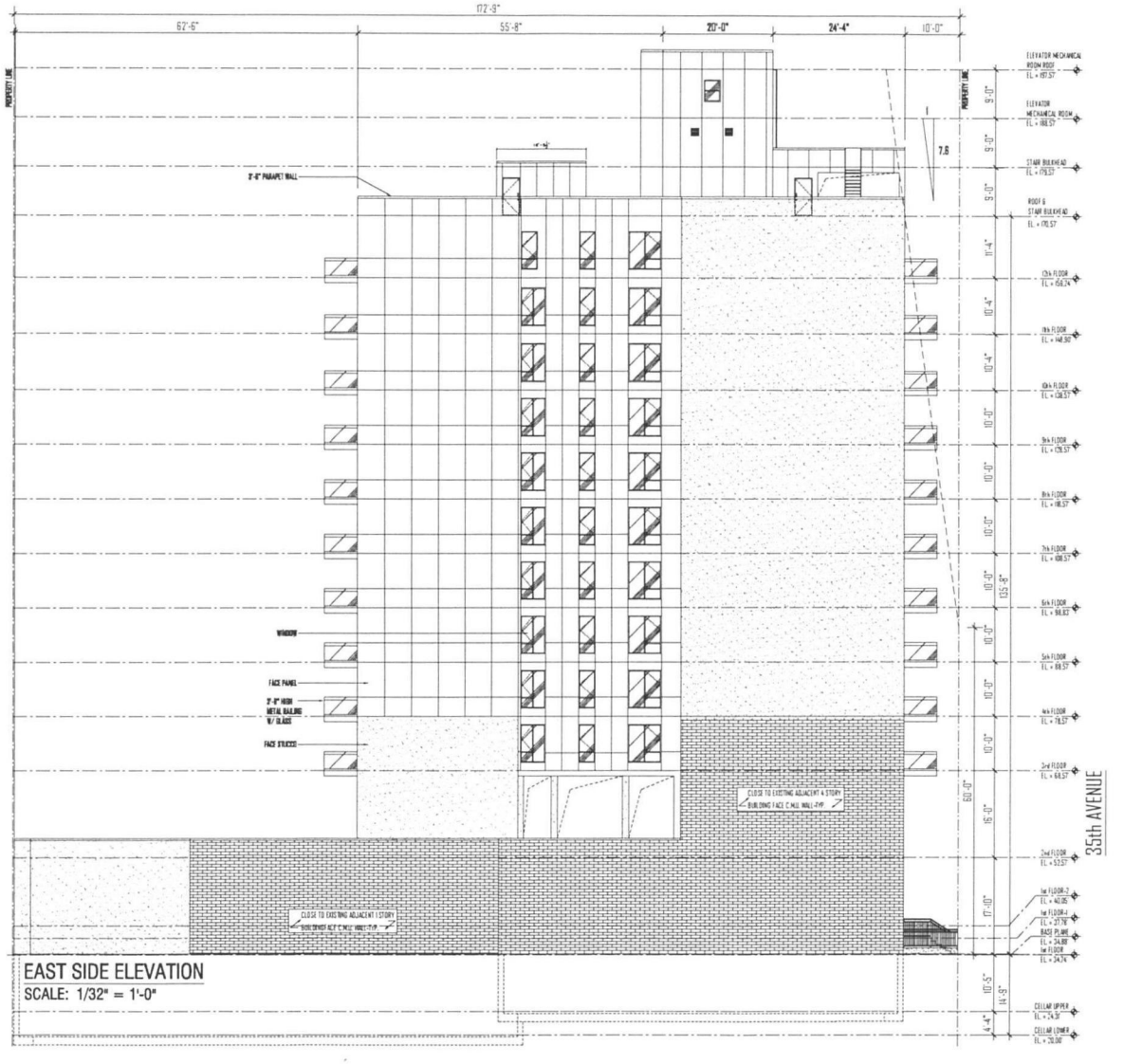
REAR ELEVATION
SCALE: 1/20" = 1'-0"

0' 2' 4' 6' 8' 16'

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

ALL DIMENSIONS ARE APPROXIMATE.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



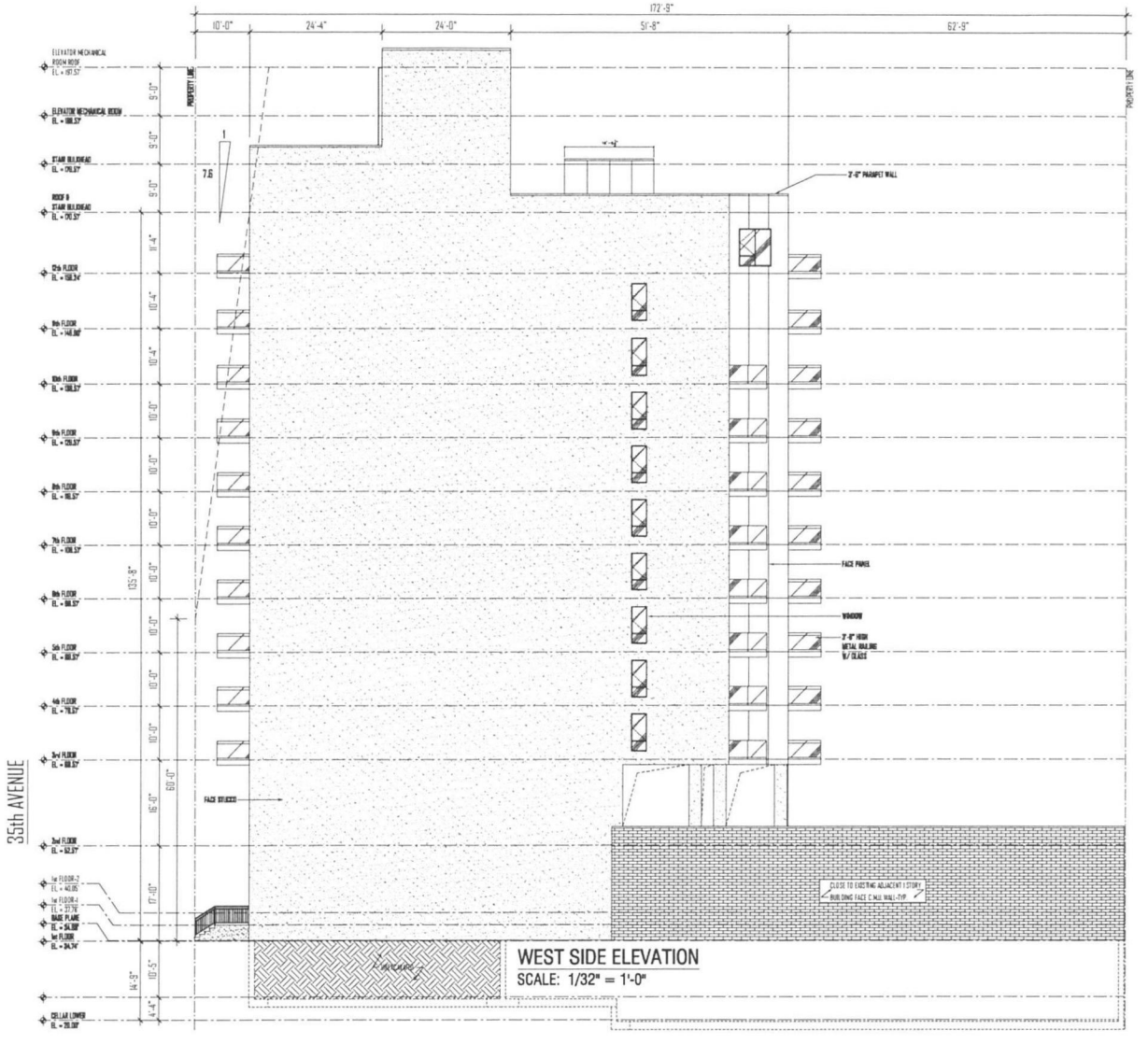
EAST SIDE ELEVATION
SCALE: 1/32" = 1'-0"

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

0'2'4'6'8' 16'

ALL DIMENSIONS ARE APPROXIMATE.

THE 134-16 35TH AVENUE CONDOMINIUM
QUEENS NY 11354



WEST SIDE ELEVATION
SCALE: 1/32" = 1'-0"

NOTE: THIS DRAWING IS IN COMPLIANCE WITH DOB REQUIREMENTS, AND REFLECTS DOB APPROVED PLANS.

0'2'4'6'8' 16'
ALL DIMENSIONS ARE APPROXIMATE.

FEE TITLE DESCRIPTION

A “Unit” as hereinafter referred to shall be defined as follows:

The approximate physical dimensions of each Unit consist of the area measured horizontally from the exterior side of the exterior walls or property line and any party wall to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from any Common Element or to the Unit side of the opposite exterior walls. Each Unit will consist of the area measured vertically from the lowest concrete floor of the Units to the underside of the highest ceiling of the Units. However, any Common Element located within a Unit shall not be considered to be a part of that Unit, and all exterior spaces, which are a part of a unit are not included in the square footage count of the interior of the Unit. As such the areas are not based upon measurements from interior surfaces of interior walls, and the actual floor area comprising the Residential Unit may be significantly less than the area indicated in Schedule A. See Section V of the Offering Plan.

SCHEDULE H

DECLARATION OF CONDOMINIUM

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP
OF PREMISES LOCATED
AT 135-25 NORTHERN BOULEVARD
FLUSHING, QUEENS COUNTY
STATE OF NEW YORK,
PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY
LAW OF THE STATE OF NEW YORK.

CONDO #

NAME: 35TH AVENUE CONDOMINIUM

DECLARANT: Main & Northern Partners LLC
201 46th Street, Fl.1
Brooklyn, New York 11220

DATE OF DECLARATION:

BLOCK:
FKA LOT:
NKA LOTS:

Record and Return to:

MORITT HOCK HAMROFF LLP
Attorneys for the Sponsor
1407 Broadway, 39th Floor
New York, New York 10018

SCHEDULE I

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Schedule B	
Exhibit A	Legal Description
Exhibit B	By-Laws

PLAN OF CONDOMINIUM OWNERSHIP

DECLARATION OF 35TH AVENUE CONDOMINIUM PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK

In Queens County and State of New York, on this _____ day of _____ 2023, Main & Northern Partners LLC, a New York limited liability company, with an address at 201 46th Street, Fl.1 Brooklyn, New York 11220 (the "Declarant" or "Sponsor"), as represented in this Declaration by Linzhong Zhuo who is fully empowered and qualified to execute this Declaration on behalf of the Declarant, hereby states:

FIRST: SUBMISSION OF PROPERTY

By this Declaration, the Declarant submits the property described in this Declaration, including the land and the Building and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith, to the provisions of Article 9-B of the Real Property Law of the State of New York.

SECOND: DESCRIPTION OF PROPERTY

The Declarant owns that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Flushing, Queens County, New York, being more particularly bounded and described in Exhibit A which is annexed to and made a part of this Declaration.

THIRD: DEFINITIONS

1. "Board" – The Board of Managers of the Condominium. The affairs of the Condominium will be governed by the Condominium Board.

2. "Board Member" or "Member" – Each individual representative elected, designated or appointed to the Board of Managers.

3. "Buildings", The one (1) building, which includes the Residential Area and Non-Residential Area of the Building.

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

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

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

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

8. "Common Charges" – Each Unit Owner's proportionate share of Common Expenses of the Condominium.

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

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

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

   (b) "Residential Limited Common Elements" are Common Elements which are for the exclusive use of all Residential Unit Owners.

   (c) "Residential Unit Restricted Common Elements" are Common Elements which are for the exclusive use of an individual Unit Owner or Owners.

   (d) "Garage Unit Restricted Common Elements" are Common Elements which are for the exclusive use of a Garage Unit Owner.

   (e) "Commercial Limited Common Elements" are Common Elements which are for the exclusive use of an individual Commercial Unit Owner or Owners.

   (f) "Commercial Unit Restricted Common Elements" are Common Elements which are for the exclusive use of an individual Commercial Unit Owner or Owners.

10. "Common Expenses" – (a) Expenses incurred by all Unit Owners for the purpose of paying costs of the Condominium in connection with the repair, maintenance, replacement, restoration or operation of, and any alteration,

addition or improvement to the General Common Elements and General Residential Units Limited Common Elements; and (b) all sums designated common expenses by or pursuant to the provisions of the Condominium Act, the Declaration or the By-Laws.

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

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

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

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

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

13. "Condominium" – 35th Avenue Condominium, which includes the Unit Owners, the Units and the Common Elements.

14. "Declaration of Condominium" – The instrument by which the Property is submitted to the provisions of the Condominium Act, and such instrument as from time to time may be amended, consistent with the provisions of the Condominium Act and of the By-Laws.

15. "Equal or Better Quality" – Shall be defined as comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

16. "Escrow Account" – The attorney's account where a Purchaser's initial deposit will be held as provided for in Section XII of the Offering Plan.

17. "Escrow Agent" – The attorney or law firm overseeing the Escrow Account as provided for in Section XII of the Offering Plan.

18. "Garage Area" – The area of the Condominium containing the Garage Units.

19. "Lender" or "Construction Lender" -The lending Institution providing Construction financing for the project.

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

21. "Non-Residential Area" or "Non-Residential Section" – The area of the Condominium consisting of the Garage Area and Commercial Unit.

22. "Officers" – The Officers of the Condominium elected or designated by the Boards of Managers.

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

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

25. "Residential Area" – The areas of the Buildings containing the Residential Units, General Residential Units Limited Common Elements and Individual Residential Unit Limited Common Elements.

26. "Residential Elevator" – The two (2) elevators servicing the Residential Area of the Building.

27. "Sponsor" – Main & Northern Partners LLC, a New York limited partnership and its successors, assigns and designees.

28. "Unit" – A Unit includes all the Units in the Condominium. The Units are divided as follows:

    (a) "Commercial Units" – The Units designated as a Commercial Unit in the Declaration of Condominium which may be used for any lawful purposes, including without limitation, for medical or health related purposes.

    (b) "Garage Units" – The Units designated as the Garage Units in the Declaration and to be used as a parking garage.

    (c) "Residential Units" – The Units designated in the Declaration of Condominium for residential use.

(d) "Non-Residential Units" – The Garage Units, Commercial Unit and Commercial Units.

29. "Unit Owner" – A Unit Owner includes all the Unit Owners in the Condominium. Unit Owners are described as follows:

(a) "Residential Unit Owner" – The Owner of a Residential Unit.

(b) "Garage Unit Owner" – The Owner of a Garage Unit.

(c) "Commercial Unit Owner" – The Owner of the Commercial Unit.

(d) "Non-Residential Unit Owner" – The Owner(s) of the Garage Units, Commercial Unit and Commercial Units.

30. "Unsold Unit" – Any Unit in which title is retained by the Sponsor and any successors or assigns until such time as the same has been sold and title conveyed to a third party. It shall not include a Residential Unit which is used for personal occupancy of the Sponsor, any of its principals or any of its successors or assigns or designees.

FOURTH: COMMUNITY. The Declarant is constructing on the parcel of land described above a Condominium Community known as 35th Avenue Condominium, according to the plans, prepared by HPL Engineering P.C., 49 Preston Street, Edison, N.J. 08817, filed simultaneously with the recording of this Declaration in the Office of the Register of the City of New York, Queens County, which Plans set forth a description of the Building stating the number of stories and number of Units.

The Condominium will consist of sixty-nine (69) Residential Units (the "Residential Units"), one (1) Commercial Unit and one (1) Parking Garage Unit located in a twelve (12) story building with cellar as set forth on the Floor Plans filed simultaneously with this Declaration. The Building structure will be masonry, steel and concrete. Each of the Units has access to a public street by means of a walk, driveway or roadway. For the purposes of describing the location of a Building, approximate area, type and number of rooms of each Unit and the Common Elements to which each Unit has immediate access, each Unit is described on Schedule B annexed hereto. Each Unit will be sold to one or more Unit Owners, each Unit Owner obtaining fee ownership in, and exclusive right of occupancy and possession of, the Unit, together with an undivided interest in the Common Elements of the Condominium, as listed hereinafter in this Declaration, and referred to as the "Common Elements," all of the above in accordance with Article 9-B of the Real Property Law of the State of New York. Each Unit Owner will automatically become a part of the Condominium. The designation of the number of rooms, interior partitions and kitchen and bathroom facilities may be changed by mutual consent of the Declarant and the Unit Owner at the time of construction of the Unit.

Each Unit shall be measured horizontally from the exterior side of the exterior walls or property line of any party wall to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from any common element or to the Unit side of the opposite exterior walls. Each Unit shall consist of the area measured vertically from the finished floor of the Unit s to the underside if the highest ceiling of the Units.

The aforesaid Condominium has a total lot area of approximately 10,469 square feet.

FIFTH: COMMON ELEMENTS. The Common Elements will consist of the entire property, including all parts of the Building and improvements thereon, other than the Units, and will consist of General Common Elements to be shared by all Unit Owners and Limited Common Elements irrevocably restricted in use to specified Unit Owners.

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

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

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

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

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

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

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

7. The two (2) elevators servicing the Building;

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

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

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

11. Any vehicular drop-off driveway that services the entire Condominium; and

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

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

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

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

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

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

(d) All stairs, stairways, common hallways which are not located wholly within a Residential Unit and entrances and exits to and from the

Condominium other than entrances to the individual Residential Units which service solely the Residential Area of the Building;

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

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

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

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

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

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

(k) The Residential lobby;

(l) The roof terrace located on rooftop;

(m) The refuse chutes that service only the Residential Units;

(n) The bicycle storage room located on the second floor;

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

The Residential Restricted Common Elements servicing the Residential Units shall be maintained, repaired and replaced by the Residential Unit Owners. The cost of any such maintenance, repair and/or replacement shall be allocated to all Residential Unit

Owners based upon their Residential Percentage of Common Interest, as set forth in Schedule A. Although the cost of repairs and replacements to Residential Restricted Common Elements shall be borne by the Residential Unit Owners, the Board shall be charged with performing all maintenance, repairs and replacements. Notwithstanding the foregoing, the cost for maintenance, repair and/or replacement of Residential Restricted Common Elements that are part of the structural components serving the entire Condominium will be borne by all Unit Owners according to their percentage of Common Interest in the Condominium.

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

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

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

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

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

3. Garage Unit Restricted Common Elements – The following portions of the Common Elements shall be Restricted Common Elements for the exclusive use of the
owner of the Garage Units and are herein sometimes collectively referred to as the "Garage Unit Restricted Common Elements" or "Garage Unit Limited Common Elements":

(a) The entrances to and exits from a Garage Unit;

(b) The driveway(s) leading to the entrance of a Garage Unit;

(c) The equipment and facilities serving only the Garage Units if located outside a Garage Unit and all other apparatus, installations, systems equipment and facilities in the Condominium (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit exclusively the Garage Units;

(d) Any portion of the roof that services a Garage Unit exclusively;

(e) All foundations, footings, columns, girders, beams, supports, floor slabs and ceilings that are not part of the Garage Units and any interior load bearing walls that are not part of a Garage Unit and that service a Garage Unit exclusively;

(f) All parts of the exterior walls and facades that service a Garage Unit exclusively;

(g) All stairs, stairways, hallways which service a Garage Unit exclusively;

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

(i) All sewer pipes and drainage pipes and facilities that service a Garage Unit exclusively;

(j) All mechanical equipment, refuse rooms, utility meters, storage areas, if applicable that service the Garage Unit exclusively;

(k) Any heating, cooling or other mechanical system located in the Common Elements servicing the Garage Unit exclusively;

(l) Any intercom system that services a Garage Unit exclusively;

(m) Any refuse chutes that service a Garage Unit exclusively;

(n) Any compactor that services a Garage Unit exclusively;

(o) Any vehicular drop-off driveway that services a Garage Unit exclusively; and

(p) The Car elevator, which exclusively service the Garage Unit.

(q) All other parts of the Condominium and all apparatus and installations existing in the Condominium for the exclusive use of a Garage Unit Owner.

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

4. Commercial Unit Restricted Common Elements – The following portions of the Common Elements shall be Restricted Common Elements for the exclusive use of the owners of the Commercial Unit and are herein sometimes collectively referred to as the "Commercial Restricted" or "Limited Common Elements":

(a) The Commercial Unit lobby;

(b) The equipment and facilities serving only the Commercial Area if located outside a Commercial Unit and all other apparatus, installations, systems equipment and facilities in the Condominium (including pipes, wire, ducts, vents, cables, conduits and lines) which will serve or benefit exclusively the Commercial Unit;

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

(d) All parts of the exterior walls and facades that service the Commercial Area;

(e) All stairs, stairways, hallways which service the Commercial Area;

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

(g) All sewer pipes and drainage pipes and facilities that service the Commercial Area;

(h) All mechanical equipment, refuse rooms, utility meters, storage areas, if applicable, that service the Commercial Area;

(i) Any heating, cooling or other mechanical system located in the Common Elements servicing the Commercial Area;

(j) Any intercom system that services the Commercial Area;

(k) Any refuse chutes that service the Commercial Area; and

(l) All other parts of the Condominium and all apparatus and installations existing in the Condominium for the exclusive use of the Commercial Unit Area.

C. Provisions Applicable to All Common Elements -

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

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

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

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

SIXTH: EASEMENTS. All pipes and maintained wires, conduits and public utility lines located within each Unit shall be owned and maintained by such Unit Owner. Any portion of such pipes, wires, conduits and public utility lines located in the Common Elements and servicing two or more Units, will be owned in common by the Unit Owners. Every Unit Owner shall have an easement in common with the owners of other Units to maintain and use all pipes, wires, conduits and public utility lines located in other Units and servicing such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Unit Owners of other Units to maintain and use the pipes, wires, conduits and public utility lines servicing such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit for maintenance, repair or improvements to any

pipes, wires, conduits and public utility lines located in any Unit and servicing any other Unit or causing damage to any other Unit. The cost of such repairs shall be a Common Expense. In the event any portion of such pipes, wires, conduits and public utility lines is located in any of the Limited Common Elements, the cost of any repairs to such pipes, wires, conduits and public utility lines shall be the sole responsibility of the respective Unit Owner(s) for whom the Limited Common Element is limited in use. The Board of Managers shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

The Board of Managers shall have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easement in any portion of the Condominium as the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Condominium, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Unit for its permitted purposes. Any utility company and its employees and agents shall have the right of access to or upon any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

The Declarant, its successors, assigns, and purchasers of undeveloped or unsold Units, reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Common Elements of the Condominium for the purpose of completing construction and sale of the Units and facilities in the Condominium and towards this end, reserves the right to grant and reserve easements and rights-of-way in, through, under, over and across the Common Elements for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, solar energy panels and other utilities and for any other materials or services necessary for the completion of the work. The Declarant, its successors, assigns, and purchasers of undeveloped or unsold Units, also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Elements. The Declarant, its successors and assigns, and purchasers of undeveloped or unsold Units, shall have an easement to erect and maintain general sales, leasing, business or administration offices and/or model Units, to erect, maintain, repair and replace from time to time one or more free-standing and other selling, directional and informational signs in/or on the Condominium as it deems necessary for the purposes of advertising the sale or lease of Units, and for the purpose of showing the Property to prospective Purchasers or lessees and for access to Units and Common Elements consistent with the purposes of the Declaration, as the same may be amended, and Declarant's rights and obligations thereunder, including, without limitation the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their interest in the Common Elements. Finally, the Declarant, its successors, assigns and purchasers reserve the right to continue to use the Common Elements and any facilities, sales offices, model Units, signs located on the Common

Elements, in its efforts to market or lease Units constructed in the Condominium and to complete construction of the Condominium. This paragraph shall not be amended without the consent of the Declarant.

Each Unit Owner hereby grants a right of access to and through their Unit to Declarant or its designee, and any contractors, subcontractors, agents, and employees of the foregoing for the purposes of the repair and completion of any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed or to be performed by or on behalf of Declarant with respect to the Common Elements and/or the Units.

The Board of Managers will have and each Unit will be subject to, an easement (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the General Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere in the Condominium and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the General Common Elements.

The Board of Managers shall have an easement through the Units for access, installation, maintenance, repair and replacement of any flues, vents, air-conditioning, gas, heating, ventilating, water and other mechanical lines and fixtures and any other machinery, pipes, wires, conduits, equipment or meters servicing any portion of the Building.

Each Unit will have an easement of support from all structural members (including, but not limited to, columns, footings, bracings, foundations, slabs, and exterior walls) supporting or serving the Building and any replacement thereof and additions thereto and an easement of necessity, and each Unit will be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

Each Unit will have an easement for lateral and vertical support among all adjoining Units and Common Elements.

Any easements granted to Declarant, the Board of Managers, any Unit or any Unit Owner under this Declaration and the By-Laws may be exercised by such Declarant's, Board of Managers or Unit Owner's employees, agents, contractors, suppliers, customers, guests, invitees, licensees, servants, visitors, tenants, subtenants, tenants and/or tenant-shareholders, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Declarant, the Unit Owner or Board of Managers.

Each Unit Owner will have a right and easement to use its Unit and the Limited Common Elements appurtenant to such Unit, and the General Common Elements, subject to and in accordance with the terms and conditions of this Declaration and By-Laws.

All emergency vehicles and personnel, including, but not limited to, police, fire and medical shall be granted an easement of ingress and egress over, upon and through any access areas in The Aaron Condominium. This Paragraph may not be amended by the Unit Owners in the Condominium.

SEVENTH: SERVICE OF PROCESS: Service of process on the Unit Owners in any action with relation to the Common Elements shall be made upon the Secretary of State as the agent of the Board of Managers of the Condominium. The post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon him as agent for service of this Condominium during the period the Declarant controls the Board of Managers is: Main & Northern Partners LLC, a New York, with an address of 201 46th Street, FL 1, Brooklyn, NY 11220. Once the Declarant no longer controls the Board of Managers, the Board of Managers must notify the Secretary of State that the post office address to which the Secretary of State shall mail a copy of any process against this Condominium served upon him as agent of this Condominium is: Board of Managers, 35th Avenue Condominium, 135-25 Northern Boulevard, Flushing, New York 11354 or such other address as the Board of Managers of the Condominium selects.

EIGHTH: COMMON INTEREST. Each Unit Owner shall have such percentage of interest in the Common Elements as is set forth in Schedule B attached hereto and shall bear such percentage of the Common Expenses of the Condominium except as otherwise described herein in reference to the Limited Common Elements. Each Unit Owner shall have one vote for all voting purposes at any meeting of the Unit Owners. The percentage of interest of each Unit in the Common Elements has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular unit. Said method of determining the percentage of Common Interest in a condominium complies with and is pursuant to Section 339-i (1) (iv) of the Real Property Law of the State of New York.

NINTH: ADMINISTRATION. The administration of the Condominium, and parcel of land described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration and are attached hereto as Exhibit "B".

TENTH: AMENDMENTS AND WITHDRAWAL.

A. The dedication of the property to Condominium ownership herein shall not be revoked or the property withdrawn from Condominium ownership unless eighty (80%) percent of the Unit Owners in number and in Common Interest and the first mortgagees, if any, of each of these same Units agree to such revocation or removal of the property from the Plan by duly recorded instruments.

B. The provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon a vote of sixty-six and two-thirds (66⅔%) percent of the Unit Owners in number held at a duly-called meeting of the Unit Owners, provided however, that:

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

2. No amendment shall be passed which shall: (i) be of a material adverse nature to mortgagees, or (ii) impair of prejudice the validity, interest, rights and priorities of mortgagees; unless 51% of mortgagees vote in favor thereto.

3. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of, to or from this Declaration, the By-Laws or any rules and regulations shall be effective in any way against the Cabana licensee(s) unless the affected licensee has given its prior written consent thereto.

4. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of, to or from this Declaration, the By-Laws or any rules and regulations shall be effective in any way against Declarant or its designee or any Unsold Unit, as long as the Declarant owns an Unsold Unit in the Condominium unless the Declarant has given its prior written consent thereto. This provision is not subject to amendment.

There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Unit Owners was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period such presumption will be deemed conclusive.

In the event a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after proper notice of the same was delivered by certified or registered mail, with a return receipt requested, said mortgagees consent to such amendment will be implied.

C. The Declarant, its successors, assigns and purchasers of undeveloped or unsold Units shall have the right without vote or consent of the Unit Owners, the Board of Managers or the holders of Unit mortgages to execute or (on its request) to require the Board of Managers to execute and record in the Office of the Register of the City of New York, Queens County and elsewhere, if required by law, an amendment or amendments

to this Declaration (together with such other documents, plan and maps as may be required to effectuate the same) to reflect (i) the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an amended Declaration are an accurate copy of portions of the plans of the Building and fully and fairly depict the layout, location, designation and approximate dimensions of the Units as built, or (ii) utility easements, or (iii) technical corrections to the Declaration to conform to other documents including but not limited to the Offering Plan or as-built plans (iv) to amend Schedule B of this Declaration to conform the model type, square footage and type and number of rooms and any other required information for a specified Unit, so long as the appurtenant percentage of Common Interest does not change for said Unit, or (v) to amend Schedule B of this Declaration to consolidate Units subject to all necessary approvals by the City of New York, to revise the square footage and type and number of rooms and any other required information for a specified Unit and to change the appurtenant percentage of Common Interest so long as the new percentage of Common Interest equals the combined percentage of Common Interest of the Units that were combined, or (vi) to effectuate permissible changes in unsold Units or (vii) to amend Schedule B to make technical corrections to said Schedule including, but not limited to, square footage of Units, assign or revise Limited Common Elements appurtenant to a Unit or to revise the number and description of rooms contained in a Unit or (viii) the carrying out of other provisions of the Offering Plan of 35th Avenue Condominium.

D. Any amendment to this Declaration shall not take effect until it is recorded in the Office of the Register of the City of New York, Queens County.

Regardless of any other provision of this Declaration, no action for partition or division of the Common Elements shall be brought nor shall this plan of condominium ownership be terminated where such partition, division or termination will result in a violation of the then existing local zoning and building laws and codes.

ELEVENTH: SUBJECT TO DECLARATION, BY-LAWS, ETC. All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, the By-Laws and Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Condominium or the mere act of use or occupancy of any of said Units shall signify that the provisions of this Declaration and the By-Laws and Rules and Regulations of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

TWELFTH: COMMON CHARGES. All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid together with the maximum interest permitted in New York thereon, chargeable to any Unit Owner shall constitute a lien on his or her Unit prior to all other liens except: (a) tax or assessment liens on the

Unit by the taxing subdivisions of any governmental authority, including but not limited to State, County, City, and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorneys' fees and costs of collection (but such right shall not be a lien against the Unit). In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense. However, where the holder of an institutional mortgage of record, or other purchaser of a Unit at a foreclosure sale of an institutional mortgage, obtains title to the Unit as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of Common Charges will be charged to all other Unit Owners as a Common Expense. The term "institutional mortgage" herein used shall mean a first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Declarant to a purchaser of a Unit or in which the Declarant participates with one of the above.

In addition to the Board's right to bring an action to foreclose a lien on a Unit Owner's Unit, the Board (on behalf of the Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges at the option of the Board, without foreclosing or waiving the lien securing such charges. In such an event, the Condominium shall be entitled to recover all cost of suit including reasonable attorneys' fees.

Every Unit Owner shall pay the Common Charges assessed against the Unit Owner when due as determined by the Board of Managers and no Unit Owner may be exempt from liability for the payment of the Common Charges assessed against the Unit Owner by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of a Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by the Unit Owner of such Unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

THIRTEENTH: UNITS ACQUIRED BY THE BOARD. In the event any Unit Owner shall convey their Unit to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit at a foreclosure sale in accordance with Article IX of the By-Laws, title to such or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

FOURTEENTH: POWER OF ATTORNEY. In order to carry out the provisions of Article Thirteenth of the Declaration and Article XI of the By-Laws, each Unit Owner shall, upon becoming such, grant an irrevocable power of attorney, coupled with an interest to the Board of Managers and their successors to acquire title or lease any such Unit acquired by the Board of Managers under whatever terms the Board may in its sole discretion deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board in its sole discretion shall deem proper. Each Unit Owner shall upon becoming a Unit Owner further grant an irrevocable power of attorney, coupled with an interest to the Board of Managers to nominate, designate, constitute and appoint the members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Unit Owner's Condominium Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium.

FIFTEENTH: ENCROACHMENTS. The Unit Owners agree that if any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereinafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the Common Elements as aforedescribed due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed Building shall stand.

SIXTEENTH: UNIT OWNERSHIP. Upon the closing of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain such until such time as the Unit Owner ceases to own the Unit for any reason. Occupancy of the Units shall be restricted to residential occupancy in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

SEVENTEENTH: USE OF UNITS. Units shall be restricted to residential occupancy in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Community.

EIGHTEENTH: CONVEYANCE OF A UNIT. In any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the Grantee of the Unit shall be jointly and severally liable with the Grantor for any unpaid Common Charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Any such Grantee

shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid Common Charge against the Grantor and such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid Common Charge against the Grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale of an institutional mortgage.

NINETEENTH: COVENANT OF FURTHER ASSURANCES. Any party subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, or the occupant of a portion of a Unit, a Member of the Board of Managers, an officer of the Condominium, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

If any Unit Owner or any other party subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request thereof, to take any action which the Unit Owner or such other party is required to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner, or other party and such document or action shall be binding on such Unit Owner or other party.

If any Unit Owner or the Board of Managers or any other party who is subject to the terms of this Declaration fails or refuses to execute, acknowledge or deliver any instrument, or fails or refuses within ten (10) days after request therefor, to take any action that the Board of Managers, any Unit Owner, or other party is required to take pursuant to this Declaration at the request of Declarant or Declarant's designee, then Declarant or Declarant's designee, as the case may be, is hereby authorized as attorney-in-fact for the Board of Managers, such Unit Owner, or other party, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other party, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other party, as the case may be.

Each Unit Owner will have the affirmative duty to maintain its respective Unit in such a manner so as to reasonably prevent and avoid inflicting harm to other Units, the Limited Common Elements, however described, the General Common Elements or the Building. In the event any Unit Owner causes or permits any condition, or fails to take any action to prevent a condition, that has a deleterious effect on another Unit, any Limited Common Element, the General Common Elements or the Building, the Condominium Board will give written notice to such Unit Owner including a request that the Unit Owner

take specific steps to ameliorate such a condition ("Remedy Notice"). If the Unit Owner fails to remedy the condition within seven (7) days of the receipt of the Remedy Notice, or, if the condition is such that it cannot be remedied within seven (7) days, fails to commence appropriate remedies, the Condominium Board may, upon ten (10) business days additional notice to the Unit Owner, enter into the Unit and effect a reasonable remedy, at the Unit Owner's sole cost and expense. In the event a Unit Owner reasonably believes another Unit Owner has caused, permitted, or failed to prevent a condition that has a deleterious effect on its Unit, the first Unit Owner may request that the Board of Managers send a Remedy Notice. If the Board of Managers fails or otherwise determines not to send the Remedy Notice, the Unit Owner will have all rights to enjoin, abate or remedy by appropriate legal proceedings against the other Unit Owner or the Board of Managers, either at law or in equity, the continuance of any such condition or breach and to seek reimbursement for any costs or expenses incurred in connection therewith.

The Board of Managers will not promulgate and/or enforce any rules or regulations, or otherwise act, in a discriminatory manner.

TWENTIETH: COVENANTS AND RESTRICTIONS. The use of the Unit by the Unit Owner or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the By-Laws and Rules and Regulations of the Board of Managers and the following covenants and restrictions:

(a) The Unit and area restricted to the Unit Owner's use shall be maintained in good repair and overall appearance.

(b) No alteration, addition, decoration or change to any part of the Common Elements may be made and no structure or other improvement may be built or placed on any portion of the Common Elements or Limited Common Elements or any portion of the Condominium which affects two (2) or more Units, without the written consent of the Board of Managers. The provisions of this paragraph shall not apply to Declarant.

(c) No Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their Unit, any Limited Common Element or any portion of the Condominium which affects two (2) or more Units, without the prior written approval of the Board of Managers. In addition, no Unit Owner may alter or remove any interior wall without written approval of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after such request is received, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers of the proposed structural addition, alteration or improvement. No Unit Owner shall make any structural addition, alteration or improvement in or to any Unit or any

Limited Common Element without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe and providing the Board with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board, its members and officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work and (4) obtaining all approvals, as necessary, from the City of New York or any other governmental agency. In the event the Board of Managers chooses to have the proposed structural addition, alteration or improvement reviewed by an independent architect or engineer, the Unit Owner shall pay the charges of such architect or engineer. The Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the structural alterations, additions or improvements.

Any application to any department of the City of New York or any other governmental authority for a permit to make a structural addition, alteration or improvement in or to any Unit or Limited Common Element shall be completed by the Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

In the event a Unit Owner violates this provision of the Declaration, the Board of Managers, in addition to all remedies it may have under this Declaration and the By-Laws, may institute legal action against the Unit Owner for the enforcement of this provision. In such an event the Unit Owner shall be responsible for the payment of reasonable attorney's fees of the Condominium, plus interest and costs of suit, as well as all costs associated with remedying the violation.

These provisions shall not apply to Units owned by the Declarant or its designee until such Units shall have been initially conveyed by the Declarant or such designee.

(d) Any interior alterations or improvements made to a Unit shall be made in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.

(e) Any Unit Owner who mortgages their Unit shall notify the Board of Managers providing the name and address of the mortgagee.

(f) The Board of Managers shall, at the request of the mortgagee of the Unit, report any unpaid Common Charges due from the Unit Owner of such Unit.

(g) No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

(h) No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(i) Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the Unit Owners, provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the said regulations become effective.

(j) The Common Charges shall be paid when due.

TWENTY-FIRST: FIRST LIEN HOLDERS' RIGHTS

(a) Notices of Action. A holder, insurer or guarantor of a first mortgage shall be entitled to timely written notice of:

(1) Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the general or Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Condominium appertaining to any Unit or (iv) the purposes to which any Unit or the Common Elements are restricted;

(2) Any proposed termination of the Condominium regime;

(3) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(4) Any delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit subject to the mortgage of such eligible holder,

insurer or guarantor, which such delinquency has continued for a period of sixty (60) days; and

(5) Any lapse, cancellation or material modification of any insurance policy maintained by the Condominium.

(6) Any proposed action that requires the consent of a specified percentage of mortgagees.

(b) Other Provisions for First Lien Holders. To the extent permitted under applicable law, the following protections for the benefit of first mortgage holders will be legally binding with respect to the Condominium:

(1) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to mortgages held by such eligible holders are allocated, is obtained;

(2) Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Condominium property must require the approval of the eligible holders of first mortgages on Units to which at least fifty-one (51%) percent of the votes of Units subject to mortgages held by such eligible holders are allocated; and

(3) Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium project is fixed in advance by the Declaration or by applicable law, no reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium project may be effected without the approval of the eligible holders of first mortgages on Units to which at least eighty (80%) percent of the votes of Units subject to mortgages held by such eligible holders are allocated.

As used in this section, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a Unit in a Condominium which has requested notice in accordance with the provisions of (a) above.

In the event a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after proper notice of the same was delivered by certified or

registered mail, with a return receipt requested, said mortgagees consent to such amendment will be implied.

TWENTY-SECOND: SPECIAL RIGHTS OF DECLARANT.

Notwithstanding anything to the contrary contained herein Declarant, its successors, assigns or designees shall have the right, without requiring the consent of either the Condominium or Board of Managers, and without charge or limitation, to:

(a) have its employees, contractors, subcontractors and sales agents present on the properties described in Exhibit "A" and any Building erected thereon;

(b) erect and maintain signs and other promotional materials (including, without limitation, "For Sale", and "For Rent" signs), in connection with the promotion, sale, leasing, management, or operation of the Units;

(c) use any one or more Units as;

(i) model Units,
(ii) offices for the promotion, sale, rental, management and/or operation of any unsold Units,
(iii) offices in connection with any installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Declarant with respect to the Common Elements and/or the Units; or any unsold Units; and/or
(iv) for any other purpose;

(d) do and cause to be done all of the things that are necessary, desirable or appropriate (including, without limitation, the use of the Common Elements, the Units and any unsold Units) for the purpose of:

(i) the promotion, sale, rental, management and/or operation of any unsold Units,
(ii) the performance and completion of installation, construction, modification, alteration, renovation, maintenance, repair, restoration, replacement, or change being performed, or to be performed, by, or on behalf of, Declarant with respect to the Common Elements and/or
(iii) the exercise performance and discharge of Declarant's other rights and obligations under this Declaration, the By-Laws or the rules and regulations;

(e) make any other changes required by the City of New York or other Municipal Agency.

In no event, however, shall Declarant or such designee be entitled to use any portion of the Common Elements in such a manner as will unreasonably interfere with the use of the same or of any Unit for its permitted purposes.

The provisions of this Article Twenty-Second may not be amended without the written consent of the Declarant, or its successors or assigns.

Main & Northern Partners LLC
Declarant

Date:

By:_____
Linzhong Zhuo, Member

STATE OF NEW YORK)
: ss.:
COUNTY OF QUEENS)

On this ____ day of _____, in the year 2023, before me personally appeared Linzhong Zhuo, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

_____
Notary Public

SCHEDULE B

TO BE COMPLETED PRIOR TO RECORDING DECLARATION

EXHIBIT A

LEGAL DESCRIPTION TO BE INSERTED PRIOR TO RECORDATION

DECLARATION OF CONDOMINIUM

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP
OF PREMISES LOCATED AT 135-25 NORTHERN BOULEVARD,
FLUSHING, QUEENS COUNTY
STATE OF NEW YORK,
PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY
LAW OF THE STATE OF NEW YORK.

CONDO #

NAME: 35TH AVENUE CONDOMINIUM

DECLARANT: Main & Northern Partners LLC
201 46th Street, Fl.1
Brooklyn, New York 11220

DATE OF DECLARATION:

BLOCK: 4958
FKA LOT: 120
NKA LOTS:

Record and Return to:

MORITT HOCK HAMROFF LLP
Attorneys for the Sponsor
1407 Broadway, 39th Floor
New York, New York 10018

BY-LAWS

OF

35TH AVENUE CONDOMINIUM

MORITT HOCK & HAMROFF LLP
Attorneys for the Sponsor
1407 Broadway, 39th Floor
New York, New York 10018

EXHIBIT B
to the Declaration of Condominium

SCHEDULE J

BY-LAWS

OF

35TH AVENUE CONDOMINIUM

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BY-LAWS

OF

35TH AVENUE CONDOMINIUM

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Section 1. Condominium Unit Ownership. The property located at 135-25 Northern Boulevard, Flushing, Queens County, City and State of New York as specifically set forth in the Declaration and more commonly known as 35th Avenue Condominium has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium. The term "Condominium" as used herein shall include the land and the Building and improvements thereon including the Condominium Units (hereinafter referred to as "Units"), and the Common Elements and the use and occupancy thereof, the term "Building" as hereinafter used shall be as defined in the Declaration of Condominium.

Section 3. Personal Application. All present or future Unit Owners, mortgagees and lessees, or their employees, guests or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and any Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Units or the mere act of use or occupancy of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with.

Section 4. Definitions. The definitions contained in the Declaration of Condominium shall be applicable to these By-Laws unless otherwise indicated.

ARTICLE II. CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

Section 1. Condominium. The Condominium shall be limited to Unit Owners.

Section 2. Voting. Each Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor or the Board of Managers shall then own or hold title to one or more Units) shall be entitled to cast one vote at all Unit Owners' meetings for each Unit or Units owned by such Unit Owner, but in the event the Board of Managers acquires a Unit on behalf of the Condominium it shall not cast any of its votes appurtenant to said Unit for the election of any Member to the Board.

Section 3. Quorum. So many Unit Owners as shall represent at least fifty-one (51%) percent of the total authorized votes of all Unit Owners present in person or represented by written proxy shall constitute a quorum at all meetings of the Unit Owners for the transaction of business, except as otherwise provided by Statute, by the Declaration, or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At such adjourned meeting so many Unit Owners as shall represent at least thirty-three and one-third (33⅓%) percent of the total authorized votes of all Unit Owners shall constitute a quorum. At such adjourned meeting any business may be transacted which might have been transacted at the meeting originally called. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting. At such adjourned meeting so many Unit Owners as shall represent at least twenty-five (25%) percent of the total authorized votes of all Unit Owners shall constitute a quorum. Any business may be transacted which might have been transacted at the meeting originally called.

Section 4. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the Unit Owners present in person or represented by written proxy shall decide any question brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provisions of the Declaration, Statute, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. Right to Vote. At any meeting of Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person, or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 6. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. Waiver and Consent. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, Statutes or of these By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of Unit Owners may be dispensed with if all Unit Owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. Place of Meetings. Meetings shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 9. Annual Meetings Control of Board of Managers by Sponsor. The initial Board of Managers will call for the first annual meeting of the Unit Owners to elect a new Board of Managers within one (1) year of the closing of the first Unit. At such meeting, Members of the Board of Managers shall be elected by the Unit Owners, other than the Members of the Board the Sponsor shall have the right to designate, and the former Members of the Board shall thereupon resign. Thereafter annual meetings shall be held on the anniversary of such date each succeeding year or such other convenient date as the Board of Managers may so designate. At such meetings there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article III of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them. The Sponsor will have voting control and may designate a majority of the Board of Managers for a period ending (i) five (5) years from date of the closing of the first Residential Unit, or (ii) one hundred and ninety (120) days after the closing of ninety-five (95%) percent of all Residential Units in the Condominium, whichever is earlier. Thereafter, the Sponsor shall retain the right to designate one (1) Member of the Board of Managers until such time as Sponsor no longer owns a Unit. At such time as Sponsor no longer owns a Unit in the Condominium, Sponsor may not hold a seat on the Board of Managers.

Section 10. Special Meetings. It shall be the duty of the President to call a special meeting of the Condominium, if so directed by the Board of Managers, or upon the presentation to the Secretary of a petition signed by a majority of the Unit Owners. The secretary shall cause a notice of such special meeting stating the time, place and object thereof and the officer or other person or persons by whom the meeting is called, to be delivered personally or mailed as provided in Section 11 of this Article to each Unit Owner of the Condominium entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before such meeting. The date of the special meeting shall be determined by the Board of Managers and shall be held no later than sixty (60) days from receipt of any written request pursuant to this Section 10 unless a later date is agreed to in writing by the Unit Owners of the Condominium or the Board of Managers, requesting such meeting. No business other than that stated in such notice shall be transacted at such special meeting unless all Unit Owners of the Condominium are present in person or by proxy. Any or all of the Board of Managers of the Condominium, other than those designated by the Declarant may be removed without cause by vote of the Members at a special meeting called pursuant to this section if the meeting is called for such purpose.

Section 11. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 12. Order of Business. The order of business at all meetings shall be as follows:

(a) Roll Call
(b) Proof of notice of meeting or waiver of notice
(c) Reading of minutes of preceding meeting
(d) Report of officers
(e) Report of committees
(f) Election of inspectors of election (in the event there is an election and only if requested by a Unit Owner present at the meeting)
(g) Election of managers (in the event there is an election)
(h) Unfinished business
(i) New business

ARTICLE III. BOARD OF MANAGERS

Section 1. Number and Term. The affairs of the Condominium shall be governed by a Board of Managers. The first Board of Managers shall consist of three (3) Members designated by the Sponsor who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of the Unit Owners. Until succeeded by the Members elected at the first annual meeting of Unit Owners, Members need not be Unit Owners; thereafter, all Members, other than designees or nominees of the Sponsor, shall be Unit Owners. The Members shall be elected or designated at the annual meeting of the Unit Owners.

At the first annual meeting of Unit Owners called pursuant to Section 9 of Article II a total of seven (7) Members shall be elected or designated. Two (2) members shall be elected/appointed collectively by the Commercial Unit Owners and five (5) members shall be elected by the Residential Unit Owners. The term of office of one (1) of the Commercial Unit Members shall be fixed for three (3) years, the term of office of one (1) of the Residential Members shall be fixed at three (3) years, the term of office of one (1) of the Commercial Unit Members shall be fixed for two (2) years, the term of office of one (1) of the Residential Members shall be fixed at two (2) years, and the term of office of one (1) of the Residential Members shall be fixed at one (1) year. After Sponsor's initial control period Sponsor shall retain the right to designate one (1) Member of the Board of Managers until such time as Sponsor no longer owns a Unit.

Notwithstanding the foregoing, the Sponsor will have voting control and may designate a majority of the Board of Managers for a period ending (i) five (5) years from date of the closing of the first Residential Unit, or (ii) one hundred and ninety (120) days after the closing of ninety-five (95%) percent of all Residential Units in the Condominium, whichever is earlier. After Sponsor's initial control period Sponsor shall retain the right to designate one (1) Member of the Board of Managers until such time as Sponsor no longer owns a Unit.

This Section may not be amended without the written consent of Sponsor.

Section 2. Vacancy and Replacement. If the office of any Member or Members becomes vacant by reasons of death, resignation, retirements, disqualification, removal from office or otherwise, a majority of the remaining Members, though less than a quorum, at a special meeting of Members duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. The Board of Managers shall also have the right to call for a special meeting in accordance with Article II, Section 10 to elect the Member's successor to fill the unexpired portion of the term of office. In the event of the failure to hold any election of the Board of Managers at the time designated for the annual election of the Board of Managers or in the event that the Board of Managers shall not have filled any such vacancy, a special meeting of the Unit Owners to elect a new Board of Managers or to fill such vacancy or vacancies may be called in the manner generally provided for the calling of special meetings of the Unit Owners. If the vacancy occurs with respect to any Member of the first Board of Managers (see Section 4 of this Article III) or any other Member who has been designated by the Sponsor and the Sponsor still retains ownership of at least one (1) Unit, the Sponsor shall have the sole right to choose such Member's successor to fill the unexpired portion of the term.

Section 3. Removal. Members may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Member, other than a Member of the first Board of Managers or a designee of the Sponsor or the Commercial Unit Owner, shall continue to serve on the Board if, during their term of office, they shall cease to be a Unit Owner. In the event a Sponsor designee is removed for cause and the Sponsor still retains ownership of at least one (1) Unit, the Sponsor shall have the sole right to designate a replacement. In the event a Commercial Unit Owner designee is removed for cause and the Commercial Unit Owner shall have the sole right to designate a replacement.

Section 4. Resignation. Any Member may resign at any time by written notice delivered in person or sent by certified registered mail to the President or Secretary of the Condominium. Such resignation shall take effect at the time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

Section 5. First Board of Managers. The first Board of Managers shall consist of Linzhong Zhuo, Ken Huang, and TBD who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. The Sponsor has the right to substitute or change any or all of said representatives of the first Board of Managers. Any or all of said Members shall be subject to replacement in the event of resignation or death in the manner set forth in Section 2 of this Article.

Section 6. Powers.

(a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute or by the Declaration or by these

By-Laws, directed or required to be exercised or done by the Unit Owners personally. These powers shall specifically include, but not be limited to, the following items:

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

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

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

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

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

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

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

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

9. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into

contracts, and generally to have the powers of a manager in connection with the matters hereinabove set forth;

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

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

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

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

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

15. To make payment for the real estate taxes assessed to the Building until the Units are separately assessed for taxes and to collect a reasonable adjustment for same from the individual Unit Owners.

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

other Unit Owners, the consent of all such affected Unit Owners shall be required in writing before such easement shall be granted); and

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

(b) The Board of Managers may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, each of such committees to include at least one (1) Member which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business affairs of the Condominium and may have power to sign all papers which may be required, provided the said resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws, for a period ending not more than five (5) years after the closing of title to the first Unit or whenever the unsold Units constitute less than twenty-five (25%) percent of the Common Interest, whichever is sooner, the Board of Managers, may not, without the Sponsor's prior written consent: (i) make an addition, alteration or improvement to the Common Elements or to any Unit, costing cumulatively more than $25,000, the foregoing not to include necessary repairs and maintenance work, or (ii) assess any Common Charges for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund, in excess of the reserve for contingencies contained in the Condominium budget for the first year of operation, (iii) hire any employee in addition to the employees referred to in the Plan of Condominium ownership, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of closing of the first Unit, or (v) borrow money on behalf of the Condominium, (vi) reduce the services or maintenance set forth in the Condominium budget for the first year of operation, or (vii) charge any special Common Charge assessment for a non-budgeted item unless required by law, municipal agency, emergency or for the health and safety of the Condominium; or (viii) increase the Common Charges of the Condominium more than ten (10%) percent from the prior year's budget, unless documentation is provided to the Sponsor in the nature of a financial statement, bids from contractors or verified increases in utility rates, evidencing the need for an increase greater than ten (10%) percent, or (ix) utilize Condominium funds or assess the Sponsor in order to commence a lawsuit against the Sponsor or any of its principals.

(d) Notwithstanding Article III, Section 6(c) of these By-Laws Sponsor may not exercise veto power over expenses described in the proposed first year budget, as described in the Offering Plan, or over expenses required:

(i) to comply with applicable laws or regulations; or

(ii) to remedy any notice of violation; or

(iii) to remedy any matter regarding the health and safety of the occupants of the Building; or

(iv) to remedy any work order by an insurer.

(e) Sponsor may exercise veto power over expenses, other than those described in Article III, Sections 6(c) and (d) of the By-Laws, for a period ending not more than five (5) years after the closing of the first Unit or whenever the unsold Units constitute less than twenty-five (25%) percent of the common interest, whichever is sooner.

The provisions of this paragraph may not be amended without the written consent of Sponsor.

Section 7. Repairs and Maintenance. All maintenance, repairs and replacements to the Common Elements including but not limited to exterior walls of the Building, windows, roof and roof members, as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, any portion of which is located in one Unit and services another Unit or more than one (1) Unit or so much of any pipes (including sewer and water pipes), wires, conduits and public utility lines as are located in the Common Elements but serve one or more Units shall be made by the Board of Managers and the cost thereof shall be a Common Charge payable by all Unit Owners. The Board of Managers shall repair all plumbing stoppages and electrical repairs occurring in the Common Elements.

All maintenance (including electrical and plumbing repairs in the Units and painting and decorating of the inside of the Units), repairs and replacements to the Units including windows (including all glass breakage), doors, windows and doors which open from a Unit (except painting and maintenance of the exterior surface which is performed by the Board of Managers on behalf of the Condominium), and repairs to any heating (boiler)/air conditioning/hot water system servicing a Unit, pipes, wires and conduits located within or without the same Unit other than as set forth above shall be made by the respective Unit Owners at their own expense.

All general maintenance, repairs and replacements to a balcony, terrace, Accessory Unit, private garden and/or rooftop that is a Limited Common Element, including cleaning, snow removal and all repairs not structural in nature, including the repair of leaks and the repair or replacement of the surfaces of balcony, terrace, Accessory Unit, private garden and/or rooftop shall be the responsibility of the Unit Owner whose balcony, terrace, Accessory Unit, private garden and/or rooftop is appurtenant to their Unit and is a Limited Common Element of their Unit. No Unit Owner shall make any addition, alteration or improvement (of either a temporary or permanent nature) of a structural nature in or to any Limited Common Element, without the prior

written approval of the Board of Managers. Any repair or replacement to any Limited Common Element by a Unit Owner, if permitted, shall conform to the requirements contained in Article Eighteenth (2) of the Declaration of Condominium. The balconies and terraces are not permitted to be used for storage and are not permitted to be enclosed. The private garden, Accessory unit and Rooftop are not permitted to be used for sleeping, cooking and/or living purposes. All repairs, maintenance and any replacement of any heating, cooling or other mechanical system servicing an individual Unit that is located in or on the Common Elements and/or all apparatus, installations, systems equipment and facilities in the Common Elements (including pipes, wire, ducts, vents, cables, conduits and lines) which serve or benefit a Unit exclusively shall be the responsibility of the Unit Owner. All repairs to the exterior of any door, building, open area or other generally visible portion of the Condominium must be in conformation with the style and colors initially installed by the Sponsor.

All maintenance, repairs and replacements to the Limited Common Elements will be made by the Board of Managers and the cost thereof will be a Common Expense payable by all Unit Owners.

The Board of Managers on behalf of the Condominium shall repair and replace any public utility lines located underground or overhead of any Limited Common Element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the Unit Owner to which the Common Element is restricted in use, in which event such Unit Owner shall make such repairs or replacements at their own expense.

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

All replacements, repairs, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows, or the exterior surface of a Unit, including roofs, or to any generally visible portion of the Common Elements shall be carried out in such a manner so as to conform to the materials, style and color

initially provided by the Sponsor and shall comply with the requirements of Article Twentieth (c) of the Declaration of Condominium.

In the event that a Unit Owner fails to perform any maintenance or repair which maintenance or repair is necessary to protect any of the Common Elements or any other Unit, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of any emergency situation) and to charge the Unit Owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to Unit Owner's Unit or for repairs to any Common Element restricted in use to such Unit Owner, and the Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to bring suit thereon and, in such event, the Unit Owner shall be liable for the reasonable Attorneys' fees and costs of such suit or proceeding together with interest on all sums due.

Section 8. Compensation. Members and officers, as such, shall receive no compensation for their services.

Section 9. Meetings.

(a) The first meeting of each Board newly elected by the Unit Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Managers shall be held at the same place as the Unit Owners meetings, and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall take place.

(b) Regularly scheduled meetings of the Board may be held without special notice.

(c) Special meetings of the Board may be called by the President on two (2) days notice to each Member either personally or by mail or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Members.

(d) At all meetings of the Board, a majority of the Members shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Members present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as may be otherwise specifically provided by statute or by the Declaration or by these By-Laws. If a quorum shall not be present at any meetings of Members, the Members present thereat may adjourn the meeting from

time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Before or at any meeting of the Board of Managers, any Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(f) Members of the Board may participate in a meeting by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting.

Section 10. Annual Statement. The Board of Managers shall furnish to all Unit Owners and their mortgagees and shall present annually (at the annual meeting, but in no event later than four (4) months after the close of the fiscal year) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owner and a notice of the holding of the annual Unit Owners meeting.

Section 11. Fidelity Bonds. The Board of Managers shall require that all officers and employees of the Condominium handling or responsible for Condominium funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense.

Section 12. Management Agent. The Board of Managers may employ for the Condominium a management agent under a term contract or otherwise at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, all of the delegable duties of the Board listed in this Article.

Section 13. Liability of the Board of Managers, Officers and Unit Owners. No Member of the Board of Managers or officer of the Condominium shall have any personal liability to the Condominium or to any Unit Owner for damages for any breach of duty in his or her capacity as a Member of the Board or officer, provided that this provision does not eliminate or limit the liability of a Member of the Board or officer if a judgment or other final adjudication adverse to him or her establishes (a) that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

The Condominium, through the Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any Member of the Board or officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that he, his testator or intestate, was a Member of the Board or officer of the joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board or officer if a judgment establishes that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or the advantage to which he or she was not legally entitled.

The Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provision of the Declaration or of these By-Laws. It is intended that the Members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). It is understood and permissible for the original Board of Managers, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the Member of the Board of Managers shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners).

Each Unit Owner's liability pursuant to this Section shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

ARTICLE IV. OFFICERS

Section 1. Elective Officers. The officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Managers may also choose one (1) or more Assistant Secretaries and Assistant Treasurers and such other officers as in their judgment may

be necessary. All officers must be Unit Owners, Members of the first Board of Managers or designated Members of the Board of Managers of the Sponsor. Two (2) or more offices may be held by the same person, except that the President may only hold the office of President.

Section 2. Election. The Board of Managers at its first meeting after each annual Unit Owners Meeting shall elect a President, a Vice-President, a Secretary and a Treasurer. Only the President must be a member of the Board.

Section 3. Appointive Officers. The Board may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. The President. The President shall be the chief executive officer of the Condominium; the President shall preside at all meetings of the Unit Owners and Members, the President shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a stock corporation organized under the Business Corporation of the State of New York.

Section 6. The Vice-President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. The Secretary. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision the Secretary shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other

valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

The Treasurer shall disburse the funds of the Condominium as may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Members, at the regular meeting of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Condominium.

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

Section 9. Agreements, etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Managers.

ARTICLE V. NOTICES

Section 1. Definition. Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any Member or Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box in a postpaid sealed wrapper, addressed to the Board of Managers, such Member or Unit Owner at such address as appears on the books of the Condominium.

Section 2. Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI. FINANCES

Section 1. Checks. All checks or demands for money and notes of the Condominium shall be signed by the President and Treasurer, or by such other officer or officers or such other person or persons as the Board of Managers may from time to time designate.

Section 2. Assessments. The Board of Managers shall, from time to time, but at least annually, fix and determine the budget representing the sum or sums necessary and adequate for the continued operation of the Condominium and shall send a copy of the budget and supplement to the budget to every Unit Owner and mortgagee. They shall determine the total amount required, including the operational items such as insurance, repairs, reserves, betterments, maintenance of the Common Elements and other operating expenses as well as charges to cover any deficits from prior years.

The total annual requirements shall be assessed as a single sum against all Units and prorated against each of said Units according to the respective Common Interest appurtenant to such Units. This proration of assessments shall remain constant regardless of the percentage of the building square footage included in each Unit or the Common Elements restricted to the use of the Unit Owner of said Unit.

Said assessments shall be payable monthly or such other manner as ordered by the Board of Managers and shall be referred to as Common Charges. Special Common Charge assessments, should such be required, shall be levied and paid in the same manner as herein above provided for regular assessments.

The Unit Owner agrees to pay promptly when due the monthly Common Charges and all special Common Charge assessments assessed against the Unit Owner's own Unit. In the event any Unit Owner fails to make payment of the Unit Owner's Common Charge payment, the Unit Owner who owns such Unit shall be obligated to pay (a) a "late charge" of $.15 for each $1.00 of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid) and (b) interest at the rate of two (2%) percent per month (but in no event in excess of the maximum rate theretofore collected on such amounts) computed from the due date thereof, and (c) all expenses, including, without limitation, attorneys' fees paid or incurred by the Board or by any managing agent in any proceeding brought to collect such unpaid Common Charges or in an action to foreclose the lien on such Unit Owner's Unit arising from said unpaid Common Charges in the manner permitted by applicable law. All such "late charges," interest and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner.

In addition, in the event of a default in payment of Common Charge assessments by any Unit Owner, the Board, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default the Board shall send notice to the delinquent Unit Owner and the mortgagee, if any, of such Unit giving the Unit Owner a five (5) day grace period in which to make the late payment.

The Board may take action to collect any Common Charges due from any Unit Owner which remains unpaid ninety (90) days from its due date by way of foreclosure of the lien on such Unit in accordance with Section 339 of the Real Property Law or otherwise. During the period of time the Sponsor retains a majority of the seats of the Board of Managers, the Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges.

No Unit Owner shall be liable for any Common Charges, which accrue against the Unit Owner's Unit subsequent to a sale, transfer or other conveyance of the Unit by the Unit Owner in accordance with these By-Laws and the Declaration. A purchaser of a Unit shall be liable for the payment of all future Common Charges assessed against

the Unit as well as unpaid Common Charges assessed against the Unit at the time of the purchase. However, where a holder of an institutional mortgage of record, or other purchaser of a Unit at a foreclosure sale of an institutional mortgage, obtains title to the Unit as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such acquiree of title, its successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquiree. In such event, the unpaid balance of Common Charges will be charged to all other Unit Owners as a Common Expense. The term "institutional mortgage" herein used shall mean a first mortgage granted by a bank, savings and loan association, life insurance company, pension fund, trust company or other institutional lender or a mortgage granted by the Declarant to a purchaser of a Unit or in which the Declarant participates with one of the above.

Section 3. Purpose of Common Charges. The Common Charges shall be used to pay for the Common Expenses of the Condominium including but not limited to repair and maintenance of the General Common Elements, including all sewer and drainage pipes for the Building; insurance; common utilities; labor; common water and sewer charges; legal and accounting; services and supplies; management fees; contingencies; reserve fund and any other expenses that are Common Expenses of the Condominium.

Section 4. Foreclosures of Liens for Unpaid Common Charges. The Board shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board to foreclose a lien on the Unit because of unpaid Common Charges. In the event of such purchase, the Board shall have the power to hold, lease, mortgage, vote, sell or otherwise deal with the Unit. A suit to recover a money judgment for unpaid Common Charges shall also be obtainable separately without waiving the lien on the Unit. In either event the Unit Owner shall be liable for all costs of suit, including reasonable attorneys' fees.

Section 5. Statement of Common Charges. Upon the written request of any Unit Owner or their mortgagee, the Board shall promptly furnish such Unit Owner or their mortgagee with a written statement of the unpaid Common Charges due from such Unit Owner.

Section 6. Liability for Utilities. Any utility, including gas and electricity, consumed and individually metered in a Unit shall be an expense of each individual Unit Owner.

Section 7. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account," into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance

and other operating expenses of the Common Elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

Section 8. Other Accounts. The Board shall maintain any other accounts it shall deem necessary to carry out its purpose.

Section 9. Determination of Common Expenses and Fixing of Common Charges. The Board of Managers shall from time to time, and at least annually, prepare a budget for the operation of the General Common Elements and Common Expenses of the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the General Common Elements and other expenses for, and allocate and assess such Common Charges and Common Expenses among all the Unit Owners in proportion to their respective Common Interests in the Condominium as reflected in Schedule A of the Declaration of Condominium.

The Common Expenses of the Condominium shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Article VIII and the fees and disbursements of the Insurance Trustee. The Common Expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the General Common Elements including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale.

The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges and Expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such Common Charges and expenses are based, to all Unit Owners pursuant to the provisions of Article III, Section 10 of these By-Laws.

The Sponsor or its designee shall be responsible for the Common Charges assessed against each Unit owned by it until such Unit it sold to a bona fide purchaser.

ARTICLE VII. INSURANCE AND INSURANCE TRUSTEE

Section 1. Insurance to be Carried by the Board. The Board of Managers shall be required to obtain and maintain, to the extent obtainable from generally acceptable insurance carriers, the following insurance: blanket property insurance, liability insurance as provided below, flood insurance (if applicable), fidelity bond coverage and worker's compensation, insuring all of the Common Elements, Limited Common Elements and the Units in the Building in the Condominium (except land, foundations, excavation and other items normally excluded from coverage) including

fixtures, to the extent they are part of the Common Elements of the Condominium, building service equipment and supplies, and other common personal property belonging to the Condominium. In addition, any fixtures, equipment or other property within the Units which are to be financed by a mortgage (regardless of whether or not such property is part of the Common Elements, but not including wall, ceiling or floor decoration, furniture, furnishings or other personal property supplied or installed by the Unit Owners), contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building, exclusive of land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall be in favor of the Condominium, and shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as defined below, hereinafter set forth; and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers with the approval of the Insurance Trustee as defined below, and that the net proceeds thereof, if $40,000 or less, shall be payable to the Board of Managers, and if more than $40,000 shall be payable to the Insurance Trustee. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership applicable to said Unit.

The fire insurance will commence with the Closing of Title to the first Unit in an amount as required by the mortgagee of such Unit and such amount will be increased upon the Closing of Title to all Units. Until the first meeting of the Board of Managers following the first Unit Owners meeting, such amount shall be at least in the sum as provided for in the estimated first year budget contained in the Offering Plan upon completion of the Building.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of a Unit. Duplicate originals of all policies of physical damage insurance and of all renewals thereof together with proof of payment of premiums, shall be delivered to all mortgagees of a Unit at least ten (10) days prior to expiration of then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all of the Common Elements appurtenant thereto for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

All policies must also provide for the following: recognition of any, Insurance Trust Agreement; a waiver of the right of subrogation against Unit Owners individually;

that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Unit Owners collectively; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss. All policies shall include the standard form of a "Special Condominium Endorsement" or its equivalent. All policies shall include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement".

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering the Common Elements, each Member and Officer of the Board of Managers, the managing agent and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Unit Owners meeting, such public liability insurance shall be a minimum of $1,000,000 covering all claims for bodily injury, deaths and property damage arising out of one occurrence in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Condominium. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Condominium and to each holder of a first mortgage on any Unit in the Condominium which in listed as a scheduled holder of a first mortgage in the insurance policy. Such coverage may also include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, host liquor liability, employers liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability insurance. Such public liability insurance shall commence on the closing of title to the first Unit.

In addition to the above, blanket fidelity bonds shall be required to be maintained by the Condominium for all officers, directors and employees of the Condominium and all other persons handling or responsible for, funds of or administered by the Condominium. In the event a management agent has the responsibility for handling or administering funds of the Condominium, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of the Condominium. Such fidelity bonds shall name the Condominium as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be, at any given time during the term of each bond. In no event may the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Condominium as a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Condominium or Insurance

Trustee. Such bonds shall also provide that, if applicable, the Federal National Mortgage Association ("FNMA") and servicers on behalf of FNMA, shall also receive such notice of cancellation or modification.

Unit Owners shall be required to carry separate Condominium Unit insurance for their own benefit. Such policies must contain waivers of subrogation and further provide that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Section 2. The Insurance Trustee. The Board of Managers on behalf of the Condominium, shall name an authorized representative, including any trustee with whom the Condominium may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee") who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose subject to the adjustment of loss provision contained in the first paragraph of this Section 1 of Article VII. The Insurance Trustee shall be a bank or trust company located in the State of New York, designated by the Board of Managers and costs associated with the Insurance Trustee shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall be a bank or trust company located in the State of New York. The Insurance Trustee shall have a capital, surplus and undivided profits of $50,000 or more.

Section 3. Restoration or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Building as a result of fire or other casualty (unless seventy-five (75%) percent or more of the Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Buildings (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If seventy-five (75%) percent or more of the Units are destroyed or substantially damaged and seventy-five (75%) percent or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common in

which event the net proceeds of sale, together with the net proceed of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Common Interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

ARTICLE VIII. HOUSE RULES

Section 1. General. In addition to the other provisions of these By-Laws, the following house rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all residents thereof:

(a) All Units shall be used for residential purposes only. All rentals, other than rentals by the Sponsor, must be subject to local zoning ordinances and must comply with the requirements contained in these By-Laws under Article XI, Section 2.

(b) Owners, members of their families, their employees, guests and their pets, if permitted, shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium.

(c) The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

(d) Every Unit Owner must perform promptly all maintenance and repair work to their own Unit and any Limited Common Element for the Unit Owner's exclusive use which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which the Unit forms apart, the Unit Owner being expressly responsible for the damages and liabilities that the failure to do so may engender.

(e) All Unit Owners, other than the Sponsor, must provide the Board of Managers (or the Managing Agent) with the contact information of their current first mortgage lender, including, but not limited to, the address where such lender will receive notices pertaining to the mortgage loan. Unit Owners are obligated to keep this information up to date and failure to do so will be deemed a violation of these By-Laws.

(f) Unit Owners are not permitted to make any alterations to any part of the General Common Elements nor may any structural addition, alteration or improvement (of either a temporary or permanent nature) in or to their

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

Any application to any department of the City of New York or any other governmental authority for a permit to make a structural addition, alteration or improvement in or to any Unit or Limited Common Element for its exclusive use shall be completed by the Unit Owner and executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialmen on account of such structural addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

These provisions shall not apply to Units owned by the Sponsor or its designee until such Units shall have been initially conveyed by the Sponsor or such designee.

(g) No resident of the Condominium shall post any signs, advertisement, or posters of any kind in or on the Common Elements (General or Limited) or their Units including "For Sale" and "For Rent" signs except as authorized and approved by the Board of Managers.

(h) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out of a Unit or on any balcony or exposed on any part of the Common Elements. The General Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. No rugs or mops shall be shaken or hung from or on any of the doors, windows, or balconies, nor shall a Unit Owner sweep or throw or permit to be swept or thrown therefrom any dirt or other substance.

(i) No Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of their Unit.

(j) No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the exterior of the Building without the prior written consent of the Board of Managers.

(k) Each Unit Owner shall keep their Unit and its appurtenant Limited Common Element in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

(l) No animals shall be kept or harbored in the Condominium or any Unit except that each Unit Owner may keep up to two (2) domestic dogs or household cats; two (2) domestic birds and domestic fish. Fish tanks and/or aquariums shall not exceed one-hundred (100) gallons. No exceptions will be permitted unless the same in each instance be expressly permitted in writing by the Board of Managers of the Condominium. The Board of Managers may require the permanent removal of any animal kept in a Unit that is not in compliance with the above as well as any animal causing or creating a nuisance or unreasonable disturbance or noise upon three (3) days written notice from the Board of Managers. In no event shall any pet be permitted in any of the public corridors or lobbies of the Condominium unless carried or on leash. All Unit Owners shall be responsible for picking up and disposing of their pets' waste and responsible and liable for any damage caused by their pets to any Common Elements of the Condominium and shall comply with the local and municipal rules and regulations regarding pets.

(m) No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the exterior Unit without the prior written consent of the Board of Managers. The Board of Managers may adopt such rules and regulations pertaining to antenna so

as to comply with the Federal Communications Commission rules adopted on October 14, 1996.

(n) Any Unit Owner who sells their Unit shall notify the Board of Managers, providing the name and address of the new Unit Owner, within thirty (30) days of the execution of the Purchase Agreement of the sale of the Unit for the new Purchaser.

(o) All Unit Owners who mortgage or refinance their Unit shall be required to provide the Board of Managers with the name and address of the mortgagee within thirty (30) days of the issuance of the mortgage.

(p) The Board of Managers shall, at the request of the mortgagee of the Unit, report any delinquent assessments due from the Owner of such Unit.

(q) Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner, the Unit Owner's permitted lessees and occupants of Units, their respective family members and guests and such other person for whose conduct the Unit Owner is legally responsible.

(r) No Unit Owner shall make or permit any disturbing noises in any Unit or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners.

(s) No Unit Owner nor any of the Unit Owner's agents, servants, employees, licensees, or visitors shall at any time bring into or keep in their Unit or any storage area any flammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

(t) The agents of the Board of Managers or the managing agent, if any, and any contractor or workman authorized by the Board of Mangers or the managing agent, may enter any Unit at any reasonable hour of the day 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 any such vermin, insect or other pest, provided that such right will be exercised in such a manner as will not unreasonably interfere with the residential use of the Units.

(u) If any key or keys are entrusted by a Unit Owner or occupant or by the Unit Owner's agent, servant, employees, licensee or visitor to any employee of the Board of Managers, whether for any Unit or an automobile or other type of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature

whatsoever directly or indirectly resulting therefrom or connected therewith.

(v) The Board of Mangers or the managing agent may retain a pass-key to each Unit. The Unit Owner shall not alter any lock on any door leading to their Unit without the written consent of the Board of Managers or the managing agent. If such consent is given, the Board of Managers or the managing agent shall be provided with a key.

(w) No Unit Owner shall install or permit to be installed any window mounted air conditioning unit in their Unit.

(x) Any and all curtains, blinds or shades hung on an exterior window must have a white colored backing facing such window.

(y) Planting of fruits or vegetables is absolutely prohibited in or on any Common Element and/or Limited Common Element.

(z) Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers or the managing agent with respect to services provided and the management of the Building.

(aa) All Unit Owners shall keep their thermostats at a minimum of sixty (60°) degrees Fahrenheit to prevent freezing of pipes. Any Unit Owner failing to adhere to this requirement shall be responsible for any damage done to the Common Elements of the Condominium and/or any other Unit.

(bb) The entrances, passages, public halls, elevators (if applicable), vestibules, corridors and stairways of the Condominium may not be obstructed or used for any other purpose other than ingress to and egress from the Units.

(cc) No article (including, but not limited to, bicycles, garbage cans, bottles or mats) may be placed in any of the passages, elevators (if applicable), public halls, vestibules, corridors or stairways of the Condominium, nor may any fire exit be obstructed in any manner.

(dd) Neither occupants nor their guests are permitted to play in, exercise or use for any unintended purposes, the entrances, passages, public halls, elevators (if applicable), vestibules, corridors and stairways of the Condominium.

(ee) No public hall or public elevator or vestibule, if applicable, of the Condominium is permitted to be decorated or furnished by any Unit Owner in any manner.

(ff) No window guards or window decorations (other than curtains and window treatments which conform to the By-Laws) are permitted to be used in or about any Unit, unless otherwise required by law, except such as will have been approved in writing by the Board of Managers.

(gg) No construction or repair work or other installation involving noise is permitted to 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 or repair work is necessitated by an emergency or unless such work is performed by the Sponsor.

(hh) Water closets and other water apparatus and utility closets are not permitted to be used for any purpose other than those for which they were designed, nor are any sweepings, rubbish, rags or any other article permitted to be thrown into the same. Any damage resulting from misuse of any water closets or other apparatus in a Unit will be repaired and paid for by the Unit Owner of such Unit.

(ii) No Unit Owner is permitted to send any employee of the Condominium or of the managing agent thereof out of the Building on any private business.

(jj) Corridor doors are required to be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

(kk) Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees are not permitted at any time or for any reason whatsoever to enter upon or attempt to enter upon the roofs of the Building.

(ll) Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees will not cause or permit any unusual or objectionable odors to be produced upon or to emanate from their Units or any public portions of the Building.

(mm) Nothing may be done or kept in any Unit or in the General or Limited Common Elements, which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board of Managers. No Unit Owner will permit anything to be done or kept in such Unit Owner's Unit or in the General or Limited Common Elements which may result in the cancellation of insurance on the Building or which would be in violation of any law. No waste will be permitted in the General or Limited Common Elements.

(nn) No group tour or exhibition of any Unit or its contents will be conducted, nor will any auction sale or other sale of contents be permitted to be held in any Unit, without the prior consent of the Board or the managing agent.

(oo) In the event that any Unit is used for home occupation purposes, which may be permitted by Law and the By-Laws, in no event will any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

(pp) There will be no barbecuing permitted in the Units, in or on their Limited Common Elements, or the General Common Elements.

Section 2. Violations of Rules and Regulations.

(a) Upon receipt, by the President of the Board of Managers or by the managing agent, of a signed written complaint alleging violation of any of the House Rules or other provisions of the By-Laws as herein established or hereafter established or adopted by the Board of Managers, the President of the Board, or in the President's absence, the Vice President together with a minimum of two (2) other Members of the Board, without a formal meeting of the Board, shall make a determination as to the validity of the complaint. Any Unit Owner accused of a violation of the House Rules or other provisions of the By-Laws shall be entitled to receive written notice by registered mail of such accusation. The written notice shall contain the following statements:

i) A copy of the rule or regulation the Unit Owner has violated and a description of the manner in which the Unit Owner violated the rule or regulation.

ii) A time and place at which the Unit Owner shall be given the opportunity to present a defense before final action is taken.

(b) If, after said notice and hearing it is determined that the complaint is valid and justified the managing agent shall be directed to send written notice to the violator. If the violation is not corrected or eliminated within a period of three (3) days from the date of receipt of such notice, another notice will be sent levying a fine of up to five hundred ($500) dollars upon the violator; such fine is to be considered as an additional Common Charge to the account of the violator and shall be treated as such regarding late penalties and a lien upon the property as elsewhere provided for in the Declaration of Condominium or By-Laws. If after imposition of a fine the violation is not corrected or eliminated, the Board of Managers may assess additional fines of up to five hundred ($500) dollars each after serving written notice upon the violator as provided for above. If the violation results in loss of or damage to property classified as a Common Element, the Board of Managers shall itself or direct the managing agent, if employed, to have said loss or damage repaired or replaced and the

actual cost of said repair or replacement shall be assessed to the violator as an additional Common Charge.

Section 3. Costs. Any costs incurred by the Board of Managers to remedy or cure any violation of these By-Laws, the Rules and Regulations as herein or hereafter established, shall be an additional Common Charge charged to the violator in addition to the five hundred ($500) dollar fine(s) levied upon the violator. Fines may be levied against a Unit Owner's tenant, and the Unit Owner shall be jointly and severally liable with his tenant for the payment of same.

In the event the Condominium institutes legal action for the collection of any fines or the enforcement of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Condominium, then the Defendant shall be responsible for payment of reasonable attorney's fees of the Condominium, plus interest and costs of suit.

Section 4. Board of Managers Right to Change Rules and Regulations. The Board of Managers reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Condominium when, in the reasonable judgment of the Board of Managers, the Board of Managers deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Condominium, or the preservation of good order therein, or for the operation or maintenance of the Condominium or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Condominium. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant will operate as a rescission, alteration or waiver in respect of any other Unit Owner or other occupant.

Section 5. Sponsor. The above provisions shall not apply to the Sponsor unless required: (a) to comply with applicable laws or regulations, or (b) to remedy any notice of violation.

Section 6. Smoking Policy. In compliance with Local Law 147 and pursuant to Article 17 of the New York City Administrative Code, the following smoking policy has adopted for the Building (the "Smoking Policy"):

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

For the purposes of this Smoking Policy, the term "smoking" includes, but is not limited to, inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or any other form of lighted object or device which contains tobacco, including the use of

electronic cigarettes or any similar device that delivers vapor for inhalation (including any refill, cartridge or other component of an electronic cigarette or similar device), or any other items or materials that may be smoked, whether such substance is a legal substance or an illegal substance. This Smoking Policy applies to all unit owners, tenants, subtenants, occupants and residents of the Building, and to any guests, agents, licensees and invitees of a Unit Owner. It is the Unit Owner's responsibility to ensure that its tenants, subtenants, occupants, residents, guests, agents, licensees and invitees comply with this Smoking Policy.

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

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

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

ARTICLE IX. DEFAULT

In the event a Unit Owner does not pay any sums, charges or assessments required to be paid when due, as determined by the Board of Managers, the Board of Managers, acting in behalf of the Board shall notify the Unit Owner and the mortgagee, if any, of such Unit. If such sum, charge or assessment shall remain unpaid for ninety (90) days after the giving of such notice, the Board may foreclose the lien encumbering the Unit as a result of the non-payment of the required monies as set forth in the Declaration (subject to the lien of any first mortgage), in the same manner as the foreclosure of a mortgage. In the event the owner of a Unit does not pay the Common Charge assessment required to be paid by him on its due date, the Board of Managers may collect said fees and take such action as is provided in Article VI, Section 2 of these By-Laws and said Unit Owner shall be liable for the Condominium's reasonable costs and a reasonable attorney's fee incurred by it incident to the collection or enforcement of such lien.

In addition to the Board's right to bring an action to foreclose a lien on a Unit Owner's Unit, the Board (on behalf of the Unit Owners) shall have the right to bring suit to recover a money judgment for unpaid Common Charges at the option of the Board, without foreclosing or waiving the lien securing such charges. In such an event the Unit Owner shall be liable for the reasonable costs and reasonable attorney's fee incurred by it incident to the collection of the delinquent Common Charges

ARTICLE X. AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called Unit Owners meeting; provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by sixty-six and two-thirds (66⅔%) percent of the Unit Owners in number and Common Interest and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment will affect or impair the validity or priority of the Unit Owners' interest and/or the validity, interest, rights and priorities of holders of a mortgage encumbering a Unit or Units.

Notwithstanding any provision contained herein to the contrary an Amendment to the By-Laws, which affects the Commercial Unit, may not be adopted without the written consent of the Commercial Unit Owner.

Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of, to or from the By-Laws or any rules and regulations shall be effective in any way against Sponsor or its designee or any Unsold Unit, as long as the Sponsor owns an Unsold Unit in the Condominium unless Sponsor has given its prior written consent thereto. This provision is not subject to amendment.

ARTICLE XI. SELLING, MORTGAGING AND LEASING UNITS

Section 1. Selling and Leasing Units. Any Unit may be conveyed or leased, subject to the leasing requirements contained in Section 2, subject to local zoning ordinances, by its Unit Owner free of any restrictions except that no Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease their Unit unless and until all unpaid Common Charges assessed against the Unit Owner's Unit shall have been paid to the Board of Managers of the Condominium. However, such unpaid Common Charges can be paid out of the proceeds of the sale of a Unit, or by the Grantee. Notwithstanding the above any Unit Owner who wishes to enter into a lease for the Unit Owner's Unit shall be required to provide the Board of Managers of the Condominium with a copy of the lease prior to its execution. All leases must comply with all the requirements contained in Section 2 below. Failure to comply will be deemed an automatic violation of the By-Laws of the Condominium. Further, a Unit Owner may convey the Unit Owner's Unit and Common Interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Common

Charges thereafter accruing against such Unit. Any sale or lease of any Unit in violation of this section shall be voidable at the election of the Board of Managers.

The provisions of this section shall not apply to the acquisition or sale of a Unit by a first mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagees.

Whenever the term "Unit" is referred to in this section, it shall include the Unit, the Unit Owners undivided interest in the Common Elements and the Unit Owners interest in any Units acquired by the Board of Managers.

Section 2. Leasing Requirements. Except as noted in Sections 4, 5 and 6 every lease on every Unit in the Condominium is subject to the following rules and regulations, regardless of whether stated in the lease:

(a) the lease must be in writing;
(b) the lease must be for the entire Unit;
(c) the lease must be for a minimum and maximum of twelve (12) months. Renewals shall be for a one (1) year term and are subject to review by the Board of Managers of the Condominium;
(d) the Unit must be covered by adequate renters insurance for the duration of the lease and any subsequent extensions. A copy of such policy shall be forwarded to the Board of Managers prior to a tenant taking occupancy of a Unit.
(e) the use of the premises is subject to the Declaration and the By-Laws of the Condominium and the rules and regulations of the entire Condominium;
(f) within thirty (30) days of occupancy by the tenant, the name and telephone number of the tenant, together with a clear and complete copy of the lease, must be furnished to the managing agent or if no managing agent to a Member of the Board of Managers of the Condominium;
(g) within forty-five (45) days of any renewal of a lease of a tenant, the name and telephone number of the tenant, together with a clear and complete copy of the renewal lease, must be furnished to the managing agent or if no managing agent to the Board of Managers of the Condominium for review;
(h) the Unit cannot be used as a motel or hotel or otherwise for transient tenants;
(i) it is expressly prohibited to use the Unit in connection with any reservation service for temporary and/or short-term occupancy.
(j) if any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or By-Laws, or both, including any rules and regulations, the Board of Managers of the Condominium may bring an action in its own name or in the name of the Unit Owner, or both, to have the tenant evicted or to recover damages, or both.

In order to carry out the provisions of this Article XI and pursuant to the provisions of Article Fourteenth of the Declaration of Condominium each Unit Owner shall upon becoming a Unit Owner grant or be deemed to have granted an irrevocable power of attorney, to nominate, designate, constitute and appoint the Members of the Board of Managers of the Condominium and their successors, jointly, their true and lawful attorneys-in-fact, coupled with an interest, with power of substitution, in their name and on their behalf, the right to act in their behalf to take any and all action necessary against any tenant(s) that may be residing in a Unit Owner's Condominium Unit including but not limited to, the right to seek an eviction in a court of law for failure to adhere to any of the provisions of the Declaration of Condominium, By-Laws and/or Rules and Regulations of the Condominium. The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Board of Managers of the Condominium. If permitted by present or future law, the Condominium may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the Unit that shall bind the Unit in the hands of the then Unit Owner and the Unit Owner's successors and assigns. The Board of Managers of the Condominium shall give the tenant and the Unit Owner written notice of the nature of the violation of the rules, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board of Managers of the Condominium may file for eviction.

The leasing provisions of this Section 2 shall not apply to the Commercial Unit Owner or any mortgagee acquiring title to a Unit, in a foreclosure sale or otherwise.

Section 3. Tenant Bound by Declaration. By becoming a tenant, each tenant agrees to be bound by the Declaration, By-Laws and the other rules and regulations of the Condominium and recognizes and accepts the right and the power of the Board of Managers of the Condominium to evict the tenant for any violation by the tenant of the above, and the other rules and regulations of the Condominium.

Section 4. Lenders. To protect first mortgage lenders and to encourage first mortgage lenders to make loans on Units in the Condominium, only subsections (b), (d), (e), (f), (g) and (h) of Section 2 of this Article XI shall apply to a first mortgage lender who has title to the Unit through (a) foreclosure of its first mortgage on the Unit; or (b) a deed in lieu of foreclosure of its first mortgage on the Unit. Any subsequent purchaser from the first mortgage lender is subject to all the terms of Article XI.

Section 5. Sponsor. The terms of Sections 2, 3 and 4 of this Article XI shall not be applicable to the Sponsor, its successors or assigns.

Section 6. Waiver of Partition Rights. The Unit Owners waive all of their voting rights concerning partition respecting any Unit acquired by the Board of Managers in accordance with this Article.

Section 7. Real Property Law Section 339-kk. Pursuant to the provisions of Section 339-kk of the Real Property Law of the State of New York, any non-occupying

Unit Owner who rents any Unit in the Condominium to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Unit within sixty (60) days of the expiration of any grace period after they are due is subject to the following: Upon notice in accordance with the statute, all rental payments from the tenants shall thereafter be directly payable to the condominium association. The provisions of Section 339-kk of the Real Property Law shall control any dispute pursuant to this provision of the By-Laws.

Section 8. Gifts, etc. Any Unit Owner may convey or transfer their Unit by gift during their lifetime or devise their Unit by will or pass the same by intestacy, without restriction.

ARTICLE XII. CONDEMNATION

In the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $40,000 and to the Board of Managers if the award is $40,000 or less, to be distributed in accordance with Section 3 of Article VII but in the following amounts:

(a) so much of the award as is applicable to unrestricted Common Elements, to the Unit Owners pro rata according to the respective Common Interest appurtenant to the Units owned by such Unit Owners.

(b) so much of the award as is applicable to Irrevocably Restricted Common Elements to the Unit Owner having general use of such Common Element.

In such eminent domain or condemnation proceeding the Board shall request that the award shall set forth the amount allocated to unrestricted Common Elements and to each Irrevocably Restricted Common Element. In the event the award does not set forth such allocation then the question of such allocation shall be submitted to the arbitration in accordance with the Arbitration Statutes of the State of New York.

ARTICLE XIII. SPONSOR RIGHTS

Section 1. Sales. The Sponsor, its nominees and agents, shall have the right and privilege to maintain general and local sales offices in and about the Condominium, including any model Units located within the Condominium Buildings or elsewhere throughout the project, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective purchasers, to utilize the Common Elements, and without limitation, to do any and all things necessary to incident to the sale of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

Section 2. Signs. The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to construct and sell the

Units. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium. This Article XIII may not be modified or amended without the written consent of the Sponsor so long as the Sponsor continues to own one (1) or more unsold Units.

ARTICLE XIV. MISCELLANEOUS

Section 1. Insurance. Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in their Unit which will increase the insurance rates on their Unit or any other Unit or on the Common Elements.

Section 2. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section 3. Notice to Condominium. A Unit Owner who mortgages a Unit, shall notify the Condominium through the management agent, if any, or the President of the Board of Managers of the Condominium and the President of the Board of Directors of the Unit Owners Association in the event there is no management agent, of the name and address of his mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Units".

Section 4. Notice of Unpaid Assessments. The Board of Managers shall at the request of a mortgagee of a Unit, report any unpaid assessments due from the Unit Owners of such Unit.

Section 5. Examination of Books and Records. Every Unit Owner or his representative and mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board but not more often than once a month.

Section 6. Construction. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter; singular or plural; wherever the context so requires.

Section 7. Compliance with Article 9-B. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Laws of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or of the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

ESCROW AGREEMENT

AGREEMENT made this ___ day of _____, 20__ by and among _____ ("PURCHASER"), MAIN & NORTHERN PARTNERS LLC, with an address at 201 46 Street, FL 1,Brooklyn, New York 11220 ("SPONSOR") as Sponsor of the Offering Plan for 35th Avenue Condominium and Moritt Hock & Hamroff LLP, with an address at 1407 Broadway,39th Floor, New York, New York 10018 ("ESCROW AGENT") as ESCROW AGENT.

WHEREAS, MAIN & NORTHERN PARTNERS LLC is the SPONSOR of an Offering Plan to develop a Condominium for the premises located at 135-25 Northern Boulevard, Flushing, New York 11354, which premises are known as 35th Avenue Condominium; and

WHEREAS, ESCROW AGENT, is authorized to act as an ESCROW AGENT hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the New York State Attorney General's ("Attorney General") regulations promulgated thereunder; and

WHEREAS, SPONSOR and PURCHASER desire that ESCROW AGENT act as escrow agent for deposits, down payments, and advances (referred to herein as "Deposit") pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1. ESCROW AGENT shall establish an escrow account for the purpose of holding the Deposit made by PURCHASER pursuant to that certain purchase agreement for the purchase and sale of unit ____ (the "Purchase Agreement") at Bank Hapoalim B.M., 1120 Avenue of the Americas, New York, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled " Moritt Hock & Hamroff LLP, F/B/O 35th Avenue Condominium " ("Escrow Account"). [The account number is TBD].

1.2 ESCROW AGENT has designated the following MHH attorneys to serve as signatories: designated the following attorneys to serve as signatories: Anthony J. Ficara, Ted A. Berkowitz, Gary C. Hisiger, David H. Cohen and Robert M. Finkel. 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 1407 Broadway 39th Floor, New York, New York 10018, and a telephone number of 212-239-2000.

1.3 ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of

this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.4 Neither ESCROW AGENT nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing

1.5 The Escrow Account is an IOLA account established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All Deposits received from PURCHASER prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be placed into the Escrow Account. All instruments to be placed into the Escrow Account shall be made payable directly to the order of "Moritt Hock & Hamroff LLP, as ESCROW AGENT", pursuant to the terms set forth in the Plan. Any instrument payable to, or endorsed other than as required hereby, and which cannot be deposited into such Escrow Account, shall be returned to PURCHASER promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of the Deposit, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within five (5) business days after the Purchase Agreement has been tendered to ESCROW AGENT along with the DEPOSIT, ESCROW AGENT shall place the DEPOSIT into the Escrow Account. Within ten (10) business days of placing the DEPOSIT in the Escrow Account, ESCROW AGENT shall provide written notice to Purchaser and Sponsor, confirming the Deposit. Such notice shall set forth the Bank, the account number, and the initial interest rate earned thereon. If the PURCHASER does not receive notice within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase Agreement within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, NY, 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS.

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

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

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 unit/building is located and shall give written notice to both SPONSOR and PURCHASER of such deposit.

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

3.4.1 Purchaser, if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

3.4.2 Purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. <u>RECORDKEEPING</u>.

4.1 ESCROW AGENT shall maintain all records concerning the Escrow Account for seven years after release of the Deposit.

4.2 Upon the dissolution of the law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the New York State Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the Escrow Account under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and PURCHASER, and ESCROW AGENT acknowledges its fiduciary and statutory obligations pursuant to GBL§§ 352-e(2-b) and 352-h.

5.3 ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that 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:

By: _____
_____, Esq.

SPONSOR:
MAIN & NORTHERN PARTNERS LLC

By: _____
Name:_____
Title: _____

PURCHASER:

[INSERT NAME]

By: _____
Name:_____
Title: _____

TENDER OF ESCROW DEPOSIT

Date: _____

Tender of Deposit of $_____, for Unit _____at _____

_____ located at _____, New York.

Purchaser(s) named below has/have tendered on _____, 20__, the above escrow deposit to Sponsor/Selling Agent as a deposit for the above Unit.

Purchaser(s) _____

Address of Purchaser(s) _____

_____

Phone number of Purchaser(s):

Home: _____
Business: _____
Social Security Number(s) or
Tax Identification Number(s) _____
of Purchaser(s) _____

RECEIPT

The SPONSOR/SELLING AGENT of the above named property hereby acknowledges receipt of the above escrow deposit.

By: _____

_____
Title of Position

Date of Receipt: _____

"EXHIBIT A"

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS PURSUANT TO 13 NYCRR 20.4 (b)

Date: May 2nd, 2022

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

RE: 35th Avenue Condominium
135-25 Northern Boulevard
Flushing, New York 11354

Gentlepeople:

I am the Sponsor and the principals of Sponsor of the Condominium Offering Plan for the above-captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as they may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan, does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

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

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

MAIN & NORTHERN PARTNERS LLC

By: _____
Linzhong Zhuo, Member

SPONSOR'S PRINCIPAL:

_____
Linzhong Zhuo

_____
Ken Huang

Sworn to before me this
2nd day of May , 2022

_____
Notary Public



SPONSOR'S ENGINEER OR ARCHITECT CERTIFICATION
PURSUANT TO 13 NYCRR 20.4 (c)

Date: February 3, 2023

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

RE: **35th Avenue Condominium**
135-25 Northern Boulevard
Flushing, New York 11354

Gentlepeople:

The sponsor of the offering plan to convert the captioned property to condominium ownership retained me/our firm to prepare a report describing the construction of the property (the "Report"). I/We examined the building plans and specifications that were prepared by HPL Engineering P.C. dated April 5, 2021 and I/we prepared the Report dated February 3, 2023, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

I am/We are a registered architect/licensed engineer in the State in which the property is located.

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

I/We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I/We certify that the Report:

(i) sets forth in narrative form the description of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I/we examined;

(ii) in my/our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I/we examined;

(iii) does not omit any material fact;

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

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

I/we further certify that I am/we are not owned or controlled by and have no beneficial interest in the sponsor and that my/our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Very truly yours,

Fran Huang

Signature of Individual or Name of Firm

By: _____

Signature of Individual if prepared by Firm

Professional Engineer

Title or Position if prepared by Firm

Sworn to before me this
3rd day of February, 2023

_____
Notary Public

LINZHAO ZHU
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Richmond County
01ZH6361455
MY COMMISSION EXPIRES 07/10/2026

CERTIFICATION OF ADEQUACY OF OPERATING BUDGET
PURSUANT TO 13 NYCRR 20.4 (d)

Date: March10, 2022

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

Re: **35th Avenue Condominium**
135-25 Northern Boulevard
Flushing, New York 11354

Gentlepeople:

The Sponsor of the Condominium Offering Plan for the captioned property retained me/our firm to review Schedule B and B-1 containing projections of income and expenses for the first year of condominium operation. My/or our experience in this field includes managing:

Diamond Royal Plaza Condominium at 93-05 37th Ave. Jackson Heights NY 11372 for Ten years;

Oakland Tower Condominium at 40-24 76th St, Elmhurst NY 11373 for Sixteen years;

Shangri La Tower condominium at 140-22 Beech Ave. Flushing NY 11355 for Thirteen years;

and Flushing Century Mansion Condominium at 140-75 Ash Ave. Flushing NY 11355 for Eleven years;

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

I/we have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. I/We also have relied on my/our experience in rnanaging residential buildings.

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

I/we certify that the Schedules:

(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 fact;

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

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

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

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

Very truly yours,

By: 

Sam Zheng /Manager
Print Name and Title or Position

Sworn to before me this
day of 3/10 ,2022 .



Notary Public



CERTIFICATION OF ADEQUACY OF COMMON CHARGES PAYABLE BY NON-RESIDENTIAL UNIT OWNERS PURSUANT TO 13 NYCRR 20.4(e)

Date: March10, 2022

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

RE: **35th Avenue Condominium**
135-25 **No**rthern Boulevord
Flushing, New York 11354

Ladies and Gentlemen:

The sponsor of the condominium offering plan for the captioned property retained me/our firm to review or prepare Schedule B which includes projections of common charges payable by the owners of the Non-Residential Units. My/or our experience in this field includes managing:

Diamond Royal Plaza Condominium at 93-05 37th Ave. Jackson Heights NY 11372 for Ten years; Oakland Tower Condominium at 40-24 76th St, Elmhurst NY 11373 for Sixteen years; Shangri La Tower condominium at 140-22 Beech Ave. Flushing NY 11355 for Thirteen years; and Flushing Century Mansion Condominium at 140-75 Ash Ave. Flushing NY 11355 for Eleven years;

I/we understand that I/we am/are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to the Non-Residential Units listed in Schedule B.

I/we have reviewed Schedule B as it impacts upon the Non-Residential Units and investigated the facts underlying it with due diligence in order to form a basis for this Certification. I/We also have relied on my/our experience in managing residential buildings.

I/we certify that the projections in Schedule B for common charges payable by the owner of the Non-Residential Units appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such Non-Residential Units for the projected first year of condominium operation, and that the allocation of common charges attributable to the Non-Residential Units also reflects special or exclusive use or availability or exclusive control of particular common areas.

I/we certify that the estimates in Schedule B for the common charges payable by the owner of the Non-Residential Units:

(i) set forth in detail the projected common charges for the Non-Residential Units for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the Non-Residential Units;

(iii) do not omit any material fact;

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

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where I/we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

I/we further certify that I am/we are not owned or controlled by the sponsor. I/We understand that a copy of this Certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the Non-Residential Units for the first year of condominium operation.

This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

I/We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

By: Sam Zheng

Sam Zheng /Manager
Print Name and Title or Position

Sworn to before me this
day of 3/10, 2022.

Notary Public

CARMEN WONG
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WO6081707
Qualified in Queens County
Commission Expires October 8, 2022

The Real Property Law is amended by adding a new Section 339-kk to read as follows:

"§ 339-kk. Rents. (a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent."

This act may be enforced by any party by means of a special proceeding brought pursuant to Article 4 of the Civil Practice Law and Rules.

SCHEDULE M