Docket #0091 Date Filed: 6/10/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HUDSON 1701/1706, LLC, *et al.*,[1] Debtors.	Chapter 11 Case Nos. 25-11853(KBO) (Jointly Administered)
HUDSON 1701/1706, LLC, a Delaware limited liability company; and HUDSON 1702, LLC, a Delaware limited liability company, Plaintiffs, v. 356W58 GROUND LESSOR LLC, a Delaware limited liability company, Defendant.	Adv. Proc. No. 25-52471 (KBO)

AMENDED COMPLAINT

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Hudson 1701/1706, LLC (0281) and Hudson 1702, LLC (0190). The Debtors' mailing address is c/o FTI Consulting, Inc. Attn: Alan Tantleff, 1166 Avenue of the Americas, 15th Floor, New York, NY 10036.

2511853260611000000000001

TABLE OF CONTENTS

INTRODUCTION 1

PARTIES 6

JURISDICTION AND VENUE 7

FACTUAL ALLEGATIONS 7

A. History of the Hudson Hotel Building 7

B. Financing The Project 9

C. Initial Construction Efforts 14

D. The Fourth Amendment 16

E. The Debtors Were Insolvent At All Relevant Times 17

FACTS SUPPORTING RECHARACTERIZATION 18

A. The Debtors Paid Almost $39 Million Directly To The Seller For The Purchase Of The Condominium Units 19

B. The Ground Lease Expressly Recognizes That MSP Was Providing Financing To The Capital Stack For The Debtors' Acquisition Of The Property And Development of the Project 19

C. The Property Was Purchased Solely In Connection With The Debtors' Conversion Project 20

D. The Ground Lease's "Rents" Are Based On Targeted Investor Yields And Not Market Rental Rates 20

E. The Ground Lease Required An Extraordinary Non-Rent Payment With 94 Years Left On Its Term 21

F. The Fourth Amendment Requires An Even Larger Non-Rent Payment With 89 Years Left On The Ground Lease's Term 22

G. The Extraordinary Payments Cannot Be, And Are Not, Treated As Rent In The Ground Lease Or Fourth Amendment 23

H. The Ground Lease Is Not A Ground Lease: Neither MSP Nor The Debtors Ever Owned The Land Under The Condominium Units 25

I. So-Called Modern Institutional Ground Leases, Like The Ground Lease Here, Are Admitted In The Industry To Be At Risk Of Recharacterization 25

J. Other Considerations 26

FACTS SUPPORTING FRAUDULENT TRANSFER 28

DEBTORS' REQUESTED RELIEF 29

CAUSES OF ACTION 32

COUNT I: Declaratory Judgment That The Ground Lease Is Not a True Lease Under 11 U.S.C. § 365 32

COUNT II: Avoidance of Fraudulent Transfer (Fourth Amendment) Pursuant to 11 U.S.C. § 548(a)(1)(B) – Constructive Fraud 33

COUNT III: Avoidance of Fraudulent Transfer (Fourth Amendment) Pursuant to 11 U.S.C. § 544(b)(1) – New York Uniform Voidable Transactions Act 34

COUNT IV: Recovery of Fraudulent Transfer Pursuant to 11 U.S.C. §§ 544(b)(1), 548(a)(1)(B) and 550(a) 35

COUNT V: Disallowance of Defendant's Claims Pursuant to 11 U.S.C. § 502(d) 35

PRAYER FOR RELIEF 36

Debtors and plaintiffs Hudson 1701/1706, LLC and Hudson 1702, LLC (together, the **"Debtors"** or **"Plaintiffs"**), the debtors and debtors in possession in the above-captioned jointly administered chapter 11 bankruptcy cases (the "**Chapter 11 Cases**"), as and for their Amended Complaint in the above-captioned adversary proceeding (the "**Adversary Proceeding**") against Defendant 356W58 Ground Lessor LLC (the **"Defendant"**), an affiliate of MSP Capital Management, L.L.C., d/b/a Montgomery Street Partners (together with the Defendant, "**MSP**"), allege as follows:

INTRODUCTION

1. This Adversary Proceeding is commenced pursuant to: (a) the equitable doctrine of lease recharacterization, and (b) the law of fraudulent transfer, as provided for in sections 544, 548, and 550 of title 11 of the United States Code (the "**Bankruptcy Code**"), and under relevant state law. Each of these bodies of law – recharacterization and fraudulent transfer – exists in bankruptcy proceedings for one primary purpose: to avoid and unwind transactions that would result in inequitable forfeitures of estate assets that benefit one creditor to the detriment of other creditors.

2. With respect to recharacterization, the lease at issue here is a ground lease executed by the Debtors and Defendant on May 4, 2022 (the "**Ground Lease**;" a copy of the Ground Lease is attached hereto as **Exhibit A**). The terms of the Ground Lease, both in its initial form and as amended, make clear that it is not an ordinary agreement between a lessor and lessee. *First*, unlike a traditional lease agreement:

(a) the Ground Lease was executed as part of a transaction (the "**Acquisition Transaction**") which required the Debtors to pay almost $39 million to a subsidiary of Cain International, Inc. ("**Cain**"), the seller, as part of the

purchase price for the acquisition of the three condominium units in the former Hudson Hotel in New York City that are the subject of the Ground Lease (the "**Property**");

(b) the Ground Lease affirms, through an attached "Project Budget," that MSP's role in the Acquisition Transaction, and thus the purpose of the Ground Lease, was to provide acquisition financing as part of the capital stack for the Debtors' acquisition and conversion of the Property into a multifamily apartment complex (the "**Project**");

(c) the Property – in conformance with MSP's own investment guidelines – was purchased specifically for the Debtors' use in completing the Project;

(d) the Ground Lease required an extraordinary payment – called a "Right-Size Payment" – in the fifth year of the lease if short-term income projections were not met (akin to a loan's coverage ratio), *even if rent was being timely paid*;

(e) MSP's representatives have conceded that "rents" under the Ground Lease were calculated to provide its investors with a particular rate of return, not by reference to market rental rates;

(f) the Defendant, as the ground lessor, does not even own – and thus cannot possibly lease – the "ground" (*i.e.,* the land on which the Property sits); and

(g) the Ground Lease contains additional provisions often found in leases that courts have determined are not "true leases".

3. These financing characteristics were structural features of the Acquisition Transaction and the Ground Lease from its inception in May 2022. MSP and its affiliate GLR

(defined below) marketed their ground lease structure to investors as an "*interest only*, 99-year financing product intended to maximize Sponsor returns and *address capital requirements* for core to opportunistic real estate investments" (emphasis added)—the language of lending, not leasing. MSP's own correspondence to the Debtors described the Ground Lease as providing an "exceptionally low cost of capital"—again, the language of lending, not leasing.

4. *Second*, the Ground Lease contains unique non-rent terms that are also not found in traditional ground leases. For example, the Ground Lease, as amended, necessitates an extraordinary, non-rent $65 million Right-Size Payment by the Debtors in 2032 – *i.e.,* only three years after the Project is scheduled to be completed. The Ground Lease expressly recognizes that this sum cannot be treated as rent under the Internal Revenue Code (the "**IRC**"), and thus calls this amount *a loan from the Debtors to MSP.* In fact, the Ground Lease contains four different extraordinary, non-rent payments that are ultimately treated as "loans" from the Debtors to MSP (and *not* as pre-paid rent). Under a true ground lease, a lessor collects agreed-upon rent and has a reversionary interest when the lease term expires; the lessor does not collect tens of millions of dollars in payments that defy the IRC's treatment of rent and are called loans.

5. Further, the $65 million non-rent, Right-Size Payment was designed to arise at a time when the Property would almost certainly not have the income to pay it. Indeed, the Debtors forecast that in 2032 – even if the Project proceeds according to current plans – they will not have the revenue to pay, or the ability to finance, a $65 million payment. (Once again, this payment is in addition to annual rent of $8.75 million.) Accordingly, without recharacterization, the Debtors will be compelled to reject the Ground Lease, resulting in a complete forfeiture to MSP of the Debtors' only asset, the Project, with a current value of well over $200 million. Put another way, through rejection or termination of the Ground Lease, even though MSP contributed only 43

percent of the total financing for the acquisition and development of the Property, MSP would receive 100 percent of the value: both the Property and the Project, in which approximately $216 million has been invested to date. For MSP, it would be an enormous and unprecedented windfall just four years into a 99-year purported lease. For all other creditors in the Chapter 11 Cases, it would result in effectively no recovery whatsoever.

6. The well-established bankruptcy law governing lease recharacterization precludes such a lopsided result. As the Second Circuit Court of Appeals recognized in *Liona Corp., N.V. v. PCH Assocs. (In re PCH Assocs.),* 804 F.2d 193, 200 (2d. Cir. 1986) (***"PCH I"***):

> If security transactions, loans and other financing arrangements can be couched in lease terms, and can thereby be assumed by the bankrupt estate, the 'lessor' gains a distinct advantage at the expense of other creditors without a concomitant benefit to the bankrupt estate. This is especially apparent in the case at bar. If successful, Liona would enjoy the benefit of its contract with PCH to the detriment of others having valid claims against the bankrupt's estate. However, if there is no true lease, Liona should not be permitted to escape the consequences of investor/creditor status by invoking the labels of 'landlord' and 'lease.'

7. These considerations are particularly significant in these Chapter 11 Cases, where the absence of lease recharacterization will result in the forfeiture of everything the Debtors own and the massive investments the Debtors have made. As the United States Supreme Court has held, a "bankruptcy court does not look with favor upon forfeiture clauses in leases. They are liberally construed in favor of the bankrupt lessee so as not to deprive the estate of property which may turn out to be a valuable asset." *Finn v. Meighan*, 325 U.S. 300, 301 (1945). *See also Jones v. N.Y. Guaranty and Indemnity Co.*, 101 U.S. 622, 628 (1879) ("A court of equity abhors forfeitures, and will not lend its aid to enforce them"). MSP should not be allowed to walk away with both the Property and an additional $216 million "prize" where the lease in question is not a true lease.

8. Accordingly, in this Amended Complaint the Debtors seek an order declaring that the Ground Lease is not a true lease under section 365 of the Bankruptcy Code. As the *PCH I* court recognized, in a recharacterization action like this one, the initial issue under section 365 of the Bankruptcy Code is whether the lease is a "true" or "bona fide" lease; if it is not, then section 365 does not govern the instrument:

> We interpret section 365(d)(3), (4) of the Bankruptcy Code to apply solely to a "true" or "bona fide" lease. The Ground Lease is not, in our opinion, a true lease as contemplated therein, and we find that determination dispositive of the case. It is unnecessary, therefore, to identify the transaction as a joint venture, security agreement, subordinated financing, or other investment scheme. Suffice it to say that it is not a bona fide lease for purposes of the Bankruptcy Code.

804 F.2d at 198-99.

9. The Debtors also seek a further declaration, in a supplemental proceeding, that the relationship between the Debtors and the Defendant is more properly characterized as one of two relationships: a lender/borrower financing or a tenancy in common. Such a supplemental proceeding would also address the nature, priority, and extent of the Defendant's claim or equity interest arising out of that relationship, pursuant to Bankruptcy Code sections 502 and 506, among others, and Rules 3012 and 7001(b) and (i) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), among others. Because such a determination may also directly affect the interests of third-party creditors who may assert an interest in the Property – including Parkview Financial REIT, LP ("**Parkview Financial**"), mechanic's lienors, and perhaps other creditors – those creditors should be allowed to intervene and assert their interests.[2]

[2] The Debtors also seek a declaratory judgment that the Fourth Amendment (defined below) is avoidable and avoided as a fraudulent transfer because it was executed at a time when the Debtors were insolvent and inadequately capitalized and the Debtors received no reasonably equivalent consideration for the additional payments required by that Amendment.

PARTIES

10. Plaintiff/Debtor Hudson 1701/1706, LLC is a limited liability company organized and existing under the laws of the State of Delaware, with offices at 1166 Avenue of the Americas, 15th Floor, New York, NY 10036. Plaintiff/Debtor Hudson 1701/1706, LLC is a debtor and debtor in possession in the Chapter 11 Cases, having filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on October 22, 2025 (the "**Petition Date**").

11. Plaintiff/Debtor Hudson 1702, LLC is a limited liability company organized and existing under the laws of the State of Delaware, with offices at 1166 Avenue of the Americas, 15th Floor, New York, NY 10036. Plaintiff/Debtor Hudson 1702, LLC is a debtor and debtor in possession in the Chapter 11 Cases, having filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on the Petition Date.

12. Nonparty CSC Hudson, LLC ("**CSC Hudson**") is a limited liability company organized and existing under the laws of the State of Delaware and is the former holder of 100% of the limited liability company membership interests in each of the Debtors.

13. Upon information and belief, nonparty MSP Capital Management, L.L.C., d/b/a Montgomery Street Partners, is a limited liability company organized and existing under the laws of the State of Texas with its principal offices at 2801 N. Harwood Street, Suite 1200, Dallas, Texas 75201.

14. Upon information and belief, nonparty The Ground Lease REIT, Inc. ("**GLR**") is a real estate investment trust with its principal offices at 2801 N. Harwood Street, Suite 1200, Dallas, Texas 75201. Upon information and belief, GLR was formed by and is an affiliate of MSP.

15. Upon information and belief, Defendant 356W58 Ground Lessor LLC is a limited liability company organized and existing under the laws of the State of Delaware, with its principal

offices at 2801 N. Harwood Street, Suite 1200, Dallas, Texas 75201. Upon information and belief, the Defendant was formed by GLR as a special purpose entity for the purposes of entering into the Ground Lease with the Debtors.

JURISDICTION AND VENUE

16. This Adversary Proceeding is brought pursuant to the Declaratory Judgment Act, 28 U.S.C. §§ 2201-02, sections 105, 365, 502, 506, 544, 548, and 550 of the Bankruptcy Code and Bankruptcy Rules 3012, 7001(b) and (i), in order to determine the respective rights of the Plaintiffs and the Defendant concerning the Ground Lease and the Property.

17. This Court has jurisdiction over the Chapter 11 Cases, the Debtors, property of the Debtors' estates, and the Defendant and the Adversary Proceeding pursuant to 28 U.S.C. §§ 157(a) and 1334(a).

18. This is a core proceeding under 28 U.S.C. § 157(b)(2).

19. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

20. Pursuant to Bankruptcy Rule 7008 and Rule 7008-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware, the Debtors consent to the Court's entry of a final judgment or order with respect to this adversary proceeding if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

FACTUAL ALLEGATIONS

A. History of the Hudson Hotel Building

21. The Chapter 11 Cases and this Adversary Proceeding involve three commercial condominium units within the building known as 353 West 57th Street Condominium and by the street number 353-361 West 57th Street a/k/a 358-366 West 58th Street, New York, New York (the "**Hudson Hotel Building**" or "**Building"**).

22. The Hudson Hotel Building was first constructed in 1929 as the American Women's Association clubhouse and a residence for young women. It contained 1,250 rooms, along with a swimming pool, restaurant, and gymnasium. Following the American Women's Association's bankruptcy in 1941, the Building was converted into the Henry Hudson Hotel.

23. On or about April 11, 1985, and pursuant to a declaration under Article 9-B of the Real Property Law of the State of New York, the Hudson Hotel Building was declared a commercial condominium building known as the 353 West 57th Street Condominium (the "**Condominium**"). The plan for the Condominium was subsequently amended on several occasions (as amended, the "**Condominium Declaration**"). The Condominium Declaration, among other things, establishes a condominium association (the "**Condominium Association**") and identifies certain common elements (the "**Common Elements**") owned by the Condominium Association -- *including the land upon which the Building is located.* In 1997, certain of the condominium units were purchased by the Morgans Hotel Group, converted to a hotel by renowned hotelier Ian Schrager, and renamed "The Hudson."

24. The Hudson Hotel Building, pursuant to the Condominium Declaration, consists of six units numbered Unit 1701 through Unit 1706; only Units 1701, 1702 and 1706 are subject to the Ground Lease. Unit 1701 comprises 203,585 square feet of the Hudson Building, including portions of the cellar, sub-cellar first floor and floor 26, the entire first mezzanine and floors numbered 2 through 9, and 25, as well as certain elevators, entranceways, windows and other mechanical areas as more particularly described in the Condominium Declaration. Unit 1702 comprises 216,937 square feet of the Hudson Building, including portions of the cellar, sub-cellar, first floor and floors 23, 24 and 26, and the entire floors 11 through 22, as well as certain elevators, entranceways and windows and other mechanical areas as more particularly described in the

Condominium Declaration. Unit 1706 comprises 17,981 square feet of the Hudson Building and consists of the 10th floor of that Building.[3] Units 1701, 1702 and 1706 are collectively referred to herein as the "**Condominium Units**" or the "**Property**".

B. Financing The Project

25. In or about 2022, CSC Hudson initiated the Project, a plan to convert the Property's over 800 hotel rooms into a multifamily residential apartment complex. As part of the Project, the Debtors were formed in March 2022 to purchase, redevelop, and operate the Condominium Units.

26. On February 3, 2022, CSC Hudson, by and through its principals, Salomon and Alberto Smeke (together, the "**Smekes**"), entered into an agreement with Cain to purchase Units 1701 and 1702, and sub-lease Unit 1706, with an option to later purchase Unit 1706 (the "**Purchase Agreement**"). The total purchase price under the Purchase Agreement related to the Condominium Units was $206,850,000.

27. At the time that CSC Hudson entered into the Purchase Agreement with Cain, the Smekes knew that they would need to obtain financing for the Project. To identify possible partners for acquisition and project financing, CSC Hudson engaged Meridian Capital Group ("**Meridian**"), an investment broker that CSC Hudson had retained for past projects.

28. Meridian first contacted MSP on January 31, 2022, regarding the opportunity to finance the acquisition of the Condominium Units. MSP and its affiliate, GLR, marketed a financing option which they characterized as a "ground lease," but that was touted as freeing up

[3] For completeness, Unit 1703 is a supermarket unit on the first floor of the Building and comprises 18,236 square feet. Unit 1704 is a store unit on the first floor of the Building and comprises 1,598 square feet. And Unit 1705 comprises 3,821 square feet in the Building; it is the penthouse unit on portions of the 23rd and 24th floors of the Building, including the 24th floor roof.

initial capital for construction purposes. In a recent podcast interview,[4] Max Nipon ("**Nipon**"), an MSP principal, has described MSP's ground lease product as "effectively an alternative form of financing to the market," explaining that MSP's value proposition is that "[w]e can, in combination with a leasehold loan, provide a lower blended cost of capital through the debt stack. We can oftentimes engineer incremental leverage through the alchemy of the ground lease plus that leasehold loan." Nipon also described MSP's position in the capital structure as that of a lender, not a landlord, noting that leasehold lenders "look at us as effectively a type of A-note" and that MSP is "improving the debt stack for [the] borrower." Throughout the interview, Nipon compared the ground lease not to other lease products, but to preferred equity and mezzanine debt, stating that "everyone is jumping at the pref mez solution to fill gaps. I think the ground lease is a great option for that."

29. Consistent with this marketing, MSP led the Smekes to believe that a ground lease would offer less expensive acquisition financing for the Project, and that the monthly "rent" payments would likely be lower than monthly debt service payments on a traditional acquisition financing loan. As Alberto Smeke said, he viewed the Ground Lease as an "interest-only loan."

30. Representatives of MSP were first introduced to the Smekes via email on February 5, 2022 (*i.e.,* two days *after* CSC Hudson entered into the Purchase Agreement), and proceeded to negotiate a term sheet over the following weeks, which term sheet was executed on February 24, 2022. Simultaneously, CSC Hudson was negotiating with Parkview Financial to provide construction and development loans for the Project in the amount of $207 million.

[4] See https://podcasts.apple.com/us/podcast/ep-5-ground-lease-financing-max-nipon-montgomery-street/id1729873750?i=1000652163453

31. Tellingly, the requirement of a Right-Size Payment was not mentioned in MSP's term sheet with the Debtors. MSP first raised it in April 2022, with Luk Pak ("**Pak**"), an MSP partner, recognizing that MSP needed to be "very careful when and how we deliver this message." MSP's Nipon agreed:

> It will have to be a delicate conversation, but I think we can couch it as a necessary protection and one that, if they hit their business plan, shouldn't be an issue. But if they don't, we have accommodated them in not defining what they must do, just that they must have a business plan and it must include preserving our asset's value, which is materially impacted by virtue of a changed use or reduced property cash flow.

Neither Pak nor Nipon explained how a short-term change in business plan "impacts" anything under the 99-year ground lease or justifies triggering a massive non-rent payment from the lessee and thereby manufacturing a liquidity crisis where, as here, the rent was still being paid. The Right-Size Payment was not about "preserving value," but rather about adding a lender-like trigger for calling a default under the Ground Lease long before the end of its term.

32. On May 3, 2022, CSC Hudson entered into a Closing Agreement (the "**Closing Agreement**"; see copy attached as **Exhibit B** hereto) with Defendant. The Closing Agreement provides the mechanics of the Acquisition Transaction, including, among other things, that (a) CSC Hudson would assign its Purchase Agreement with Cain to Defendant; (b) the Debtors would contribute $36.85 million to purchasing Units 1701 and 1702, and leasing Unit 1706, by transferring that amount directly to Cain; and (c) the Debtors would execute the Ground Lease with the Defendant. (Closing Agreement §§ 2(a), 3, 7(a)(i)) Under the Closing Agreement, *the Debtors also paid all the closing costs* in purchasing Units 1701 and 1702, including taxes, title insurance premiums, escrow fees, recording fees, and due diligence costs.

33. In substance, the Acquisition Transaction is somewhat analogous to a sale-leaseback transaction: CSC Hudson held the contractual right to purchase the Property, transferred

that right to MSP, and then the Debtors leased the Property back from MSP under the Ground Lease. Courts have found sale-leaseback transactions to be loan financings rather than true leases. *See Liona Corp., N.V. v. PCH Assocs. (In re PCH Assocs.),* 949 F.2d 585 (2d Cir. 1991) ("***PCH II***").

34. The Ground Lease was executed the next day, on May 4, 2022. Also on May 4, 2022, the Debtors executed two loan agreements with Parkview Financial which provided the combined $207 million in development and construction financing for the Project (the "**Parkview Financial Agreements**"; and with the Closing Agreement and Ground Lease, the "**Project Agreements**"). Together, the Project Agreements contemplated a redevelopment of the Property by the Debtors that would involve a conversion of the Condominium Units to a multi-family apartment complex with approximately 444 one-, two-, and three-bedroom units for residential occupancy.

35. Attached to the Ground Lease as Exhibit C, Schedule I, was an initial budget (the "**Project Budget**") for the Project. That Project Budget showed the following uses and sources of funds for completion of the Project:

PROJECT BUDGET					
Uses	**Total**	**Per Unit**	**PGSF**	**PRSF**	**% of Costs**
Purchase Price	$207,500,000	$473,744	$444	$677	50.3%
Hard Costs	$52,301,277	$119,409	$112	$171	12.7%
Hard Cost Contingency	$4,300,000	$9,817	$9	$14	1.0%
Soft Costs	$21,521,250	$49,135	$46	$70	5.2%
Soft Cost Contingency	$1,500,000	$3,425	$3	$5	0.4%
Closing & Financing Costs	$19,657,985	$44,881	$42	$64	4.8%
Ground Rent Reserve	$12,800,000	$29,224	$27	$42	3.1%
Parkview Interest Reserve	$29,593,125	$67,564	$63	$97	7.2%
10th Floor Buyout	$13,000,000	$29,680	$28	$42	3.2%
Union Severance, Pension and Healthcare	$47,250,000	$107,877	$101	$154	11.5%
Developer Fee	$2,724,460	$6,220	$6	$9	0.7%
Total Uses	**$412,148,097**	**$940,977**	**$881**	**$1,345**	**100.0%**

Sources	**Total**	**Per Unit**	**PGSF**	**PRSF**	**% of Costs**
GLR Ground Lease - Funds at Close	$170,000,000	$388,128	$364	$555	41.2%
GLR Ground Lease - 10th Floor	$8,000,000	$18,265	$17	$26	1.9%
Parkview Leasehold Financing	$207,000,000	$472,603	$443	$676	50.2%
Developer Equity	**$27,148,097**	$61,982	$58	$89	6.6%
Total Sources	**$412,148,097**	**$940,977**	**$881**	**$1,345**	**100.0%**

36. The Project Budget demonstrates that MSP/GLR contributed $178 million to the total capital stack for the Project and calculates that contribution as 43.1% of the stack. If the Defendant truly owned the Property in fee simple as it claims, the contribution from MSP/GLR to acquire the Property would not be shown as part of the capital stack for the Project; it would simply be equity in the Property. The Project Budget also shows that Parkview Financial contributed $207 million, or 50.2%, of the capital stack, and that CSC Hudson pledged $27 million in "Developer Equity", or 6.6% of the capital stack. Again, if the Defendant truly owned the Property in fee simple, CSC, as the Developer, would have no equity to contribute.

37. Of the $207.5 million "Purchase Price" referenced in the Project Budget, $206.85 million was for the purchase of Units 1701 and 1702, and the leasing of Unit 1706. That Purchase Price was funded with a $170 million payment from MSP to Cain and a $36.85 million payment from the Debtors to Cain. CSC Hudson's "Developer Equity" pledge was in addition to the $36.85 million that the Debtors contributed to the Acquisition Transaction purchase price.

38. The $47.25 million "Union Severance, Pension and Healthcare" use referenced in the Project Budget is an obligation that the Hudson Hotel owed to the hotel employee labor union (the "**Union**") that had represented the former Hudson Hotel's workers. The Debtors' payment of this obligation was necessary in order to convert the Building from a hotel to a multi-family apartment complex. Those monies were paid to the Union pursuant to a settlement agreement.

39. The "10th Floor Buyout" referenced the exercise of the option to purchase Unit 1706, which occurred in January 2023. That buyout was budgeted at $13 million, but the actual price was $10 million and paid for with $8 million from MSP to Cain and a $2 million contribution from the Debtors to Cain, completing the Acquisition Transaction.

40. The hard and soft costs listed in the Project Budget were related to the construction of the Project's 444 apartment units.

C. Initial Construction Efforts

41. Between May 2022 and late 2023, approximately $24 million of the hard costs listed in the Project Budget were spent by the Debtors on the Project. As a result, approximately 90 percent of the necessary demolition of the former hotel is complete. Among other things, that demolition removed the ground floor escalators which had originally provided hotel guests egress to the ground floor from reception, check-in and hotel amenity areas on the second floor. Escalator removal created ground floor egress for the occupancy of the Project's one commercial tenant, LA Fitness ("**LAF**"), and the build-out of LAF's space effectively eliminated practical redesign of egress for a hotel use.

42. In addition, between May 2022 and late 2023, approximately 40 percent of the room-to-apartment conversion work was completed.

43. When the Debtors commenced development and construction, the Hudson Hotel Building contained 39 single room occupancy ("**SRO**") apartments occupied by long-term tenants

(the "**SRO Tenants**"). These SRO Tenants are beneficiaries of New York City rent-stabilization laws. Because the Hudson Hotel Building is also located within the Clinton Special District of New York City, zoning regulations require that the New York City Department of Health and Human Services ("**HPD**") issue a Certificate of No Harassment ("**CONH**") following an investigation and survey of tenants residing at that Building. The CONH certifies that a building owner is not harassing tenants.

44. In late 2023, the Project was the subject of two stop work orders (the "**Stop Work Orders**"), one of which was related to a failure to obtain a CONH based on complaints made by a number of SRO Tenants. Those Stop Work Orders remain in place, and no significant construction work towards completing the Project has been undertaken since the Stop Work Orders were issued. Instead, since issuance of the Stop Work Orders, basic systems have been maintained, tenant- and safety-related work has been completed, and construction has continued on the space that LAF intends to lease.

45. To date, the Debtors have spent approximately $216 million toward the completion of the Project. These expenditures include the original $36.85 million acquisition cost, the $2 million 10th floor acquisition cost, the Union settlement, LAF construction costs, property taxes, demolition costs, development planning, subcontractor settlements, insurance, utilities and property maintenance. The Debtors estimate that the Project will be complete and substantially rented by 2029. The Debtors also estimate that the annual net operating income ("**NOI**") of the completed Project, before the payment of rent under the Ground Lease, will be between $13 and $17 million.

D. The Fourth Amendment

46. In an effort to convince HPD to lift the Stop Work Orders, the Debtors' prior owners, the Smekes, agreed to alter the business plan for the Project by making 138 of the Project's 444 apartment units HPD-approved, below-market rental units. The Stop Work Orders, and this proposed alteration to the Project, led to the Debtors' defaults under both the Ground Lease and Parkview Financial Agreements. It also required the Debtors to submit "Fallback Business Plans" to MSP under the terms of the Ground Lease.

47. MSP, in light of the defaults, demanded that CSC Hudson and the Debtors agree to modified terms in the Ground Lease in order to avoid an immediate forfeiture of the Condominium Units to MSP. These changes were ultimately memorialized in March 2024 in a fourth amendment to the Ground Lease (the "**Fourth Amendment**", a copy of which is attached hereto as **Exhibit C**). Alberto Smeke testified that CSC Hudson viewed signing the Fourth Amendment as its only option if it wanted to continue with the Project and not lose the Property — *i.e.*, it understood that MSP would not approve any Fallback Business Plan if the Debtors did not sign the Fourth Amendment.

48. Alberto Smeke also testified that after the Debtors executed the Fourth Amendment, the value of the Project substantially decreased due to the Fourth Amendment's significant rent increase from $6.4 million to $8.75 million a year. Although a "rent buyback" provision was included in the Fourth Amendment, the Debtors determined that buyback option was not economically rational for them—the Debtors would have been required to pay down the rent at a 4.5% capitalization rate (*i.e.*, at a high price per dollar of rent reduction), but the market would value the rent reduction at a lower price per dollar of rent reduction. The Debtors would therefore be overpaying for the rental rate reduction.

49. In addition, the cost of "buying back" the annual rent rate to the original $6.4 million was approximately $52 million – an amount the insolvent Debtors did not have and could not feasibly obtain in the finance markets.

50. Finally, the Fourth Amendment contained the $65 million penalty discussed above, a sum that was apparently designed to create a liquidity crisis and force a default and forfeiture of the Property once the altered Project was complete. MSP's own expert has stated that such a forfeiture would result in MSP receiving a completed Project worth over $300 million.

E. The Debtors Were Insolvent At All Relevant Times

51. The Debtors' insolvency is demonstrated by a balance sheet test, which demonstrates that at critical points—including at the execution of the Fourth Amendment and the Petition Date—the Debtors' debts exceeded their assets.

52. On March 29, 2024, the day the Fourth Amendment was executed, the Debtors had approximately $225 million in assets and $372 million in debts, for a negative equity value of over $145 million. And, on the Petition Date, the Debtors had approximately $220 million in assets and $458 million in debts, for a negative equity value of approximately $238 million.

53. Moreover, at all relevant times, the Debtors' only asset—the Project—was not generating income other than the nominal amounts received from the SRO Tenants. These amounts were inadequate and unreasonably small capital to meet the Debtors' anticipated obligations under the Ground Lease and the Fourth Amendment. The Debtors were thus also insolvent on these dates under alternative solvency tests, including the cash flow test and capital adequacy test.

FACTS SUPPORTING RECHARACTERIZATION

54. The Ground Lease is what MSP's expert calls a "modern institutional ground lease." As such, it is not a true lease; instead, it is a finance product marketed to real estate developers and sponsors as a way to lower the initial capital demands of real estate construction projects. Notably, what is not marketed are the significant risks that this finance product brings to any construction venture, particularly ones that experience any delays or difficulties.

55. The Ground Lease includes a number of provisions identified by courts as indicative of a lease that should be recharacterized. In addition, the Acquisition Transaction and the Ground Lease include unique elements that do not exist in the published case law and that further demonstrate the Ground Lease is not a true lease, including, as described in more detail below: (a) direct purchase price contributions by the Debtors for the acquisition of the Property, and (b) the requirement of extraordinary payments – what MSP calls "loans" – by the Debtors to MSP. Once again, a primary problem here is the uniquely draconian feature of one of these extraordinary payments/loans, the $65 million Right-Size Payment. With that Payment requirement, the Ground Lease is designed to manufacture a liquidity crisis that will result in the Debtors turning over to MSP the entirety of the Debtors' assets, *i.e.,* a Project currently worth over $200 million. This turnover would occur many decades before the Ground Lease's term ends, even though rent has been regularly paid in accordance with the terms of the Ground Lease and applicable bankruptcy law, and MSP has not contributed any of the $216 million invested in the development and construction of the Project. The Debtors, on behalf of their estates and all creditors, seek to prevent this forfeiture.

A. The Debtors Paid Almost $39 Million Directly To The Seller For The Purchase Of The Condominium Units

56. Unlike any other recharacterization case known to the Debtors, the Acquisition Transaction and the underlying Project Agreements required the Debtors to pay $38.85 million directly to the seller (Cain) for the purchase of the underlying fee simple (the Condominium Units) that was then leased to the Debtors. Specifically, the Acquisition Transaction required the Debtors to pay Cain $36.85 million for the purchase of Units 1701 and 1702 and $2 million for the purchase of Unit 1706. This fact is a significant indicator that the Acquisition Transaction is more like a loan financing than a lease: in true leases, lessees do not make direct payments to the seller of the very property being acquired and contemporaneously leased to the lessee.

57. Although the Ground Lease suggests that these monies, at least in part, went toward the acquisition of "Personal Property", the facts demonstrate otherwise. Alberto Smeke confirmed that there was nowhere near $36.85 million worth of personal property at the Property (an abandoned hotel) at the time of the Property Acquisition. Further, MSP admitted that Cain conveyed whatever personal property at the Property to the Debtors pursuant to a "Bill of Sale" (*see* **Exhibit D** hereto). That Bill of Sale reveals that Cain sold all personal property to the Debtors for the *de minimis* sum of ten ($10) dollars. The Debtors' $38.85 million in payments to Cain were for the purpose of purchasing real estate (the Condominium Units), not personal property.

B. The Ground Lease Expressly Recognizes That MSP Was Providing Financing To The Capital Stack For The Debtors' Acquisition Of The Property And Development of the Project

58. As noted above, the Project Budget accompanying the Ground Lease specifically states that MSP contributed $178 million to the total capital stack for the Project and calculates that contribution as 43.1% of the stack. That amount was in addition to the $207 million (50.2%)

contributed by Parkview Financial and the $27 million (6.6%) pledged by CSC Hudson in the form of "Developer Equity."

C. The Property Was Purchased Solely In Connection With The Debtors' Conversion Project

59. In *PCH I,* the Second Circuit stated that "the fact that property is 'purchased by the lessor specifically for the lessee's use' tends to prove that no true lease exists." 804 F.2d at 200-201 (citation omitted). Here, MSP purchased/leased the Condominium Units contemporaneous with the Debtors and MSP executing the Ground Lease. In fact, the Closing Agreement between MSP and the Debtors specifically required execution of the Ground Lease (Closing Agreement, § 3), and MSP's investment guidelines do as well. There is no evidence that, prior to the Acquisition Transaction, MSP ever considered purchasing and leasing, or even had the opportunity to purchase and lease, the Condominium Units to anyone other than the Debtors, or that MSP itself ever contemplated owning and implementing the Project itself. Indeed, as mentioned above, MSP was introduced to the Debtors two days *after* the Debtors had entered into the Purchase Agreement with Cain to purchase the Property.

60. Further, the Debtors always understood that they—not MSP or any other sponsor—would be developing the Project.

D. The Ground Lease's "Rents" Are Based On Targeted Investor Yields And Not Market Rental Rates

61. *PCH I* also considered whether supposed "rents" under a ground lease are based on market rental rates or calculated to ensure a return to investors. 804 F.2d at 200 (recharacterization affirmed where "rent was not calculated to compensate Liona for the use of the property; rather the parties structured the 'rent' solely to ensure Liona's return on its investment"). MSP's Nipon conceded that the rents MSP required from the Debtors were linked to a particular return for its investors—what MSP called the "yield" (calculated as the ground rent divided by MSP's

contributions toward the purchase of the Condominium Units). In the original Ground Lease, MSP's target yield was 3.5 percent, and by the time of the March 2024 execution of the Fourth Amendment—because of rising interest rates generally—it was 4.5 percent.

62. In his podcast interview, MSP's Nipon confirmed that MSP prices its ground lease "rent" exactly as a lender prices debt—as a spread to a benchmark interest rate—rather than by reference to fair market rental values. Nipon stated: "we price everything as a spread to the 30-year treasury, that appears to be the appropriate benchmark for a 99-year duration. . . . [B]est cost to capital, which would be existing cash flowing multifamily is probably the 30-year plus 65 basis points today." Nipon also confirmed that MSP sizes its "rent" using coverage ratios—a tool used by lenders to ensure cash flow adequately services debt—stating that MSP typically wants "ground rent to be between 25 and 30% of NOI. In other words, somewhere between three and a half and four turns of coverage." Coverage ratios are a hallmark of lending; they have no place in a true ground lease.

E. The Ground Lease Required An Extraordinary Non-Rent Payment With 94 Years Left On Its Term

63. MSP's Nipon has also conceded that ground lessors have two principal financial interests: collecting rent and the ultimate reversion of the leased property in 99 years. However, he also insisted that MSP had a "vested interest" in the near-term progress of the Project. When pushed to explain how such a vested interest could possibly exist (since MSP had no ownership interest in the leasehold), he pointed to the risk of default under the Ground Lease.

64. Nipon was likely referring to a decidedly non-lease component of the Ground Lease. This component, which was inserted by MSP pursuant to a "delicate conversation" late in the process of negotiating the Ground Lease, is set forth in Section 60 of the Ground Lease, entitled "Right-Size Payment":

> At any time . . . Tenant elects to pursue a Fallback Project and submits a Fallback Business Plan to Landlord, the receipt (or deemed receipt) of such . . . Fallback Business Plan, as applicable, shall entitle Landlord to the Right-Size Payment in accordance with this Section 60, which Right-Size Payment shall be due and payable upon the date (the "Right-Size Event Date") that is the earlier to occur of . . . (y) the date that is eighteen (18) months following Completion of the Fallback Project, and (z) the last day of the fifth (5th) Lease Year (such earliest occurrence, the "Right-Size Event").

65. As such, the original Ground Lease incorporated terms that would likely create a commercially infeasible and thus incurable default should the Project not proceed according to the original business plan. A lessor is typically concerned about receiving rent and, when such rent is not received, evicting the tenant. But the Ground Lease incorporates provisions that require extraordinary non-rent payments if the Project is compelled to change and does not meet short-term projections – *even if, as here, rent is being timely paid*.

66. Just five years after commencement of the Ground Lease (*i.e.,* after approximately 1/20 of the Ground Lease term), the Ground Lease required a $56 million payment if the Project's business plan had changed and was still not generating any NOI. Once again, *such payment was due even if rent was being paid*. Further, even if the current estimates at $13-17 million for the Project's annual NOI were to have materialized by 2027, the Debtors would still have owed MSP an extraordinary payment of over $50 million. Such a provision is not found in a true lease. Indeed, to the best of the Debtors' knowledge, no reported recharacterization decision has involved a trigger provision this overtly "loan-like"—underscoring just how far the Ground Lease departs from any *bona fide* lease arrangement.

F. The Fourth Amendment Requires An Even Larger Non-Rent Payment With 89 Years Left On The Ground Lease's Term

67. MSP claims that it did the Debtors a favor by pushing out the Right-Size Payment to the tenth year (from the fifth year) in the Fourth Amendment. However, no benefit was received,

and the likelihood of a debilitating payment only increased. Whereas MSP calculated the Right-Size Payment due at five years at $28 million if NOI was $18 million, in the Fourth Amendment, the right-size payment at ten years is $65 million even if NOI could somehow reach $21 million. (Fourth Amend. § 6 and Ex. C).

68. Specifically, Section 6 of the Fourth Amendment amended the Ground Lease to state the following:

> Landlord is hereby entitled to the Right-Size Payment in accordance with this Section 60 [of the Ground Lease], which Right-Size Payment shall be due and payable upon the last day of the tenth (10th) Lease Year (such date, the "Right-Size Event Date"; and such event, the "Right-Size Event").

Exhibit C to the Fourth Amendment then provides sample Right-Size Payment calculations for 2032. Once again, at an annual NOI of $21 million, the Debtors will owe the maximum: $65 million.

69. MSP knew and knows that NOI of $21 million or more is unrealistic for the current Project. But because, in 2024 – two years into a 99-year lease – it had the ability under the terms of the lease to take the Project away from the insolvent Debtors, it demanded this unpayable $65 million penalty, forcing the Debtors to enter into the completely unreasonable and extortionary Fourth Amendment.

70. True leases do not demand $65 million payments when difficulties arise and values of the leased property decline. Loans, not leases, contain these types of coverage-ratio provisions.

G. The Extraordinary Payments Cannot Be, And Are Not, Treated As Rent In The Ground Lease Or Fourth Amendment

71. Referring to the extraordinary payments demanded by MSP as "non-rent" is not hyperbole: the Ground Lease itself recognized that they are not rent and thus treats them as "loans" from the Debtors to MSP.

72. Four times in the Ground Lease and its amendments, extraordinary payments outside of the annual rent are referred to as "prepaid" or "additional" rent, but MSP ultimately treats these as loans because the IRC precludes rent treatment. These four extraordinary payments are:

(1) the Debtors' $36.85 million contribution to the purchase of Units 1701 and 1702 (Ground Lease, § 5(d));

(2) the Debtors' $2 million contribution to the purchase of Unit 1706 (Ground Lease, § 47(e));

(3) any Right-Size Payment (Ground Lease, § 60(d)); and

(4) any buy back of rent under the Fourth Amendment (Fourth Amendment, §7(e)).

73. As MSP concedes in the terms of the Ground Lease, IRC § 467 forbids the treatment of these payments as rent. Therefore, for all four of these extraordinary payments, the Ground Lease contains language identical or similar to the following: "[f]or all U.S. federal, state and local tax purposes, Landlord and Tenant shall treat the Prepaid Rent as a prepayment of Additional Rent that is treated as a loan pursuant to Section 467 of the Code." (*See* Ground Lease, §§ 5(d), 47(e), 60(d) and Fourth Amendment, § 7(e).) These supposed loans are from the tenant, the Debtors, to or on behalf of the landlord, MSP.

74. Two of the extraordinary payments have already been paid: the Debtors' contribution to the purchase of Units 1701 and 1702 and the Debtors' contribution to the purchase of Unit 1706. MSP concedes that it has made no provisions for the repayment of these "loans" to the Debtors or crediting of these payments against rent.

75. Lessors under true leases collect true rent that can, under all applicable laws, be treated as rent. The Ground Lease enables the Defendant to collect from the Debtors (or, in the

case of the purchase price payments, cause the Debtors to pay to third party Cain) extraordinary payments that are not rent. Accordingly, it is not a true lease.

H. The Ground Lease Is Not A Ground Lease: Neither MSP Nor The Debtors Ever Owned The Land Under The Condominium Units

76. The Ground Lease does not lease an interest in any "ground" whatsoever. The land upon which the Building is located is owned by the Condominium Association as a Common Element and not by any owner of a condominium unit within the Condominium. As such, the Ground Lease, on its face, is disingenuously titled.

I. So-Called Modern Institutional Ground Leases, Like The Ground Lease Here, Are Admitted In The Industry To Be At Risk Of Recharacterization

75. MSP's leasing expert calls the Ground Lease a "modern institutional ground lease" and compares it to other similar financial products in the marketplace, including ground leases marketed by Safehold Inc. ("**Safehold**"), a publicly traded real estate investment company. Tellingly, Safehold has expressly warned its investors:

> We are subject to the risk of bankruptcy of our Tenants. . . .
>
> It is also possible that a bankruptcy court could re-characterize our Ground Leases as secured lending transactions depending on its interpretation of the terms of the lease. If a lease were judicially recharacterized as a secured lending transaction, we would not be treated as the owner of the property subject to the lease and could lose the legal as well as economic attributes of the owners of the property, which could have a material adverse effect on us.[5]

76. Nipon, in his podcast interview, credited "folks at ISTAR and Safehold for kind of trailblazing" the space of "institutional or modern ground lease[s]," thereby confirming that MSP's

[5] Safehold Inc., Form 10-K for the Fiscal Year Ended December 31, 2024, p. 16 (emphasis in original).

ground lease product belongs to the very category of products that Safehold has warned its investors may be recharacterized as lending transactions.

J. Other Considerations

77. Other considerations support recharacterization of the Ground Lease. As noted, the term of the Lease is 99 years (Ground Lease, § 3), if the likely triggering of a default in year 5 (originally) or year 10 (under the Fourth Amendment) is ignored. In *PCH I* and *MOAC Mall Holdings LLC v. Transform Holdco LLC (In re Sears Holdings Corp.)*, 2024 WL 5113165 (2d Cir. Dec. 16, 2024) ("***MOAC***"), the Second Circuit looked to the unusually long term of the leases at issue—33 years with the option to extend to 165 years in *PCH I* and 100 years in *MOAC* —as a feature weighing in favor of recharacterization.

78. In addition, "[t]he fact that the lessee assumes and discharges substantially all the risks and obligations ordinarily attributed to the outright ownership of the property is more indicative of a financing transaction than of a true lease." *PCH I,* 804 F.2d at 201. The Ground Lease is "triple net," meaning that it obligates the Debtors or their affiliates to: (a) pay all real estate taxes (Ground Lease, § 7(a)), (b) obtain insurance at levels demanded by the Defendant and naming the Defendant as an additional insured (*id.* § 15) and (c) keep and maintain the Hudson in good condition, repair, and appearance (*id.* § 9(a)). The Ground Lease also obligates the Debtors to obtain all permits and licenses (*id.* § 7(c)), keep the Property free and clear of liens (*id.* § 10), pay all utilities (*id.* § 9(f)), and assume the risk of loss and indemnify the Defendant (*id.* § 38). MSP, by contrast, has no financial obligations typically associated with ownership under any of the operative agreements, for a period of 99 years.

79. The Court has identified certain Ground Lease provisions that it states weigh against recharacterization. The Debtors respectfully suggest that these provisions do not militate in favor of a true lease and, in any event, are decidedly outweighed by the numerous aspects of the

Acquisition Transaction and the unique provisions of the Ground Lease discussed above that support recharacterization.

80. *First*, the Court has noted that the Ground Lease has no provision for the Debtors to obtain title to the Condominium Units, even at the end of the Lease. In *MOAC,* a case involving an anchor store in a mall (and thus no apparent lessee right to purchase real estate at any point in time), the Second Circuit noted that a paramount consideration was precluding a windfall to the putative lessor. In *MOAC,* the lessee had pre-paid the first 30 years of rent. Notwithstanding the reversionary interest held by the putative lessor, the Second Circuit found that the lessor had received the benefit of its bargain with the lessee and refused to find that the putative lease was governed by section 365 of the Bankruptcy Code, which would have resulted in a windfall to the lessor. In *MOAC*, the prepaid rent was just $300. Here, the Debtors have "prepaid" tens of millions of dollars (plus contributed hundreds of millions of dollars in development-related costs). Indeed, the Second Circuit faced a similar situation in *Int'l Trade Admin. v. Rensselaer Polytechnic Inst.* ("***RPI***"), 936 F.2d 744 (2d Cir. 1991):

> To permit [RPI] to recapture the leased premises with the manufacturing facility improvements would amount to a "windfall" to RPI. RPI might argue that there is no "windfall" since the property, including the manufacturing facility, reverts to it in 2082 at the end of the 99 year term. However, the windfall is the current value today of the premises improved by a relatively new manufacturing facility, less the "present value" in economic terms of a reverter of the premises in an unknown state of improvement in 91 years. That a present reversion to RPI would be grossly inequitable bolsters our conclusion that § 365(d)(4) does not apply to this unusual transaction.

936 F.2d at 751. *See also In re Berez*, 646 F.2d 420, 421 (9th Cir. 1981) ("The absence of a purchase option in a lease does not preclude a finding that the lease was actually a disguised secured loan").

81. *Second*, the Court has also stated that under Section 11 of the Ground Lease, MSP could sell "its fee title in the leased property, subject to the lease." However, Section 11 uses the term "Land," which is defined in the Ground Lease as consisting of elements of the Hudson Hotel Building other than the Condominium Units and comprising Common Elements. As noted above, the Common Elements are owned by the Condominium Association, not owners of Condominium Units. Therefore, the foregoing provision appears to be a nullity, as MSP has no ability to sell the "Land." Moreover, even if it is assumed that Section 11 allows MSP to sell the actual Condominium Units, subject to the Ground Lease, a change in ownership does not change the Ground Lease. The fact that the Ground Lease was not a true lease with MSP as lessor does not change with a successor lessor: it is still not a true lease.

82. *Third*, the Court also noted that under Section 8(a) of the Ground Lease, the Debtors' use of the Property is subject to MSP's approval. That term, however, is common in any financing of a real estate construction project through affirmative and negative loan covenants. In fact, Section 8(a) reinforces that MSP was simply adding to the capital stack of the Project; the Parkview Financial Agreements contain similar provisions.

FACTS SUPPORTING FRAUDULENT TRANSFER

83. As noted above, the Debtors were insolvent at all times relevant to this proceeding, including at the time the Fourth Amendment was signed. And, the Fourth Amendment caused the transfer of significant property from the Debtors to MSP for no reasonably equivalent value, rendering it even more insolvent.

84. *First*, the Fourth Amendment, with no justification whatsoever, raised the annual rent under the Ground Lease from $6.4 million to $8.75 million. (Fourth Amendment, § 3) The Ground Lease contains no provision for such an increase in rent, and MSP demanded it simply

because it had significant bargaining leverage over the insolvent Debtors and interest rates had risen between 2022 and 2024.

85. *Second*, the Fourth Amendment, with no justification whatsoever, rewrote the Right-Size Payment to ensure that in 2032 an extraordinary payment of $65 million will be due from the Debtors to MSP. (*Id.* § 6)

86. *Third*, the Fourth Amendment added, with no justification whatsoever, more frequent adjustments to the $8.75 million rent, changing the frequency of the Ground Lease rent adjustments from every 10 years to every 5 years. *Id.* § 5(d).

87. The Debtors received nothing of value for any of these transfers, much less reasonably equivalent value. MSP claims that the Fourth Amendment's buy-back provision is somehow a benefit. However, under Section 7 of the Fourth Amendment, in order to buy down the Ground Lease rent from $8.75 million to the original $6.4 million, the Debtors would be required to pay MSP $52 million. Nothing in the Fourth Amendment provides the Debtors with anything even close to $52 million in value.

DEBTORS' REQUESTED RELIEF

88. Consistent with the procedure in *PCH I* and *PCH II*, the Debtors submit that the Ground Lease should first be declared not a true lease under, and not subject to the assumption/rejection requirements of, section 365 of the Bankruptcy Code.

89. The Debtors further submit that, upon the Court making the foregoing declarations, the Court should conduct supplemental hearings pursuant to sections 105, 502, 506 of the Bankruptcy Code and Bankruptcy Rules 3012 and 7001(b) and (i), to determine the nature, priority, and extent of the Defendant's claim under the Ground Lease. With respect to the nature of the claim, the Debtors proffer, without limitation, two possible outcomes to that proceeding

based upon how the Court characterizes the Acquisition Transaction and the Ground Lease as a part of that transaction.

90. In the first instance, the Debtors request that the Court characterize the Acquisition Transaction and MSP's contribution of capital as a loan to finance the Debtors' acquisition of the Condominium Units, which would either be unsecured financing or, if the Court determines appropriate, secured by the imposition of an equitable lien. Under this scenario, the Debtors would be characterized as the purchasers of the Condominium Units, having already made a considerable down payment, and the monies owed under the Ground Lease would be characterized as the balance owing to MSP under its acquisition financing loan.

91. If MSP's loan is deemed secured by an equitable lien, the extent and priority of that lien should be determined by the Court in a supplemental proceeding in accordance with Bankruptcy Rule 7001(b), to allow other creditors who assert a secured position to intervene and be heard.

92. Alternatively, the Debtors request that the Court characterize the Acquisition Transaction as a joint purchase, with the Debtors and the Defendant owning the Condominium Units as tenants in common, and with each entity's ownership being commensurate with its net contributions to the acquisition of the Condominium Units. This characterization would recognize both MSP's and the Debtors' investment in the transaction to acquire the Condominium Units. It would also avoid the Debtors' forfeiture of their investment capital: $38.65 million.

93. The Ground Lease would then be characterized as a co-ownership agreement granting the Debtors exclusive use of the Condominium Units for 99 years in return for a defined share of the fee interest. Although the Second Circuit in *PCH II* rejected recharacterization of the subject lease as a "joint venture," that case involved considerations far beyond a simple tenancy

in common. Even if a tenancy in common could be viewed as a joint venture, in this case, it is just a joint venture in the Condominium Units themselves, and not in the Project or any income derived from the Project.

94. This relief is supported by the case law. In *PCH II,* two sophisticated parties entered into a transaction to facilitate the acquisition, renovation, and operation of a Philadelphia hotel. 949 F.2d at 589-90. The bankruptcy court recharacterized the ground lease as a joint venture. The Second Circuit affirmed that the purported ground lease was not a "true lease" but disagreed with the joint venture characterization because the transaction lacked a true profit-sharing element and the lessor had no right to control the operations or management of the hotel. Instead, the Court held that the transaction was a "sophisticated secured financing arrangement," with the lessor holding an equitable mortgage. 949 F.2d at 599-600.

95. The Court reached this conclusion because, as here, "[the debtor] was to get the money it needed to refurbish the Hotel and [the lessor] was to receive a fixed rate of return on the funds it advanced" and "[the lessor], to protect its funds, retained title to the land and in the event of a default had the right to retake not only possession of that land but also the Hotel and improvements." *Id.* at 600. The Second Circuit concluded that "the deed to the land underlying the Hotel while on its face conveying absolute ownership to [the lessor] was in reality nothing more than security for the funds that [the lessor] made available to [the debtor]. In short, [the lessor] held an equitable mortgage." *Id.*

96. Finally, the Debtors request that the Court also conduct supplemental proceedings pursuant to sections 502 and 506 of the Bankruptcy Code and Bankruptcy Rule 3012 to determine the amount of the claim or claims in the Chapter 11 Cases held by the Defendant, GLR, MSP, or any other affiliate or assignee (subject to disallowance of those claims pending payment to the

Debtors' estates of any amounts determined to be owing to the estates, pursuant to section 502(d) of the Bankruptcy Code).

97. Either of these potential outcomes would recognize MSP's actual investment in the Project's capital stack while preventing MSP from inequitably appropriating $200 million in value and depriving all other creditors in the Chapter 11 Cases of any recovery whatsoever.

CAUSES OF ACTION

COUNT I

Declaratory Judgment
That The Ground Lease Is Not a True Lease Under 11 U.S.C. § 365

98. The Debtors restate and incorporate by reference the above paragraphs 1 through 97 as if set forth fully herein.

99. As set forth in detail above, the Ground Lease is not a true lease and, instead, is: (a) an instrument in connection with a loan from the Defendant to the Debtors to finance the Acquisition Transaction, with the Debtors owning the Condominium Units and owing the Defendant the balance of its loan; or (b) an instrument in connection with a joint-purchase transaction, creating a tenancy in common among the Debtors and the Defendant with respect to the purchased Property. Accordingly, the Debtors request that the Court order that the interests created by the Ground Lease are properly excluded from application of any Bankruptcy Code sections pertinent to leases, including but not limited to Bankruptcy Code section 365.

100. The Defendant has already asserted that the Ground Lease is governed by Bankruptcy Code section 365(d)(3) and (4) and has appealed the Court's ruling dated April 22, 2026 in the Chapter 11 Cases that the Ground Lease, if a true lease, is governed instead by Bankruptcy Code section 365(d)(2). The Debtors anticipate that the Defendant will also attempt to seek other relief pursuant to Bankruptcy Code section 365 in its ostensible role as "lessor" under

the Ground Lease or seek to terminate the Ground Lease. Therefore, an actual case or controversy exists between the Debtors and the Defendant.

101. The controversy is genuine and definite. Whether the Ground Lease is a true lease will materially impact the Debtors' rights in the Chapter 11 Cases, including under any future chapter 11 plans.

COUNT II

Avoidance of Fraudulent Transfer (Fourth Amendment)
Pursuant to 11 U.S.C. § 548(a)(1)(B) – Constructive Fraud

102. The Debtors restate and incorporate by reference the above paragraphs 1 through 101 as if set forth fully herein.

103. As set forth in detail above, the Debtors (a) were insolvent at the time the Fourth Amendment was executed in March 2024, (b) had unreasonably small capital to permit entering into the Fourth Amendment, and (c) incurred debts pursuant to the Fourth Amendment beyond the Debtors' ability to pay.

104. Further, pursuant to the Fourth Amendment, the Debtors transferred significant value to the Defendant, receiving no reasonably equivalent value in exchange. Specifically, the Fourth Amendment: (a) increased annual rent by $2.35 million (from $6.4 million to $8.75 million), representing a substantial transfer of value over the remaining 95-year term of the Ground Lease; (b) imposed a $65 million Right-Size Payment due in 2032 that the insolvent Debtors could not conceivably fund; and (c) accelerated rent adjustment intervals from every 10 years to every 5 years. The only purported consideration, a buy-back option requiring approximately $52 million to restore the original rent level, was illusory because the insolvent Debtors did not have and could not obtain $52 million, and the buy-back was itself above market value as measured by capitalization rates.

105. The Debtors entered into the Fourth Amendment under threat of termination of the Ground Lease by the Defendant and thus were compelled to accept its terms.

106. Accordingly, the Debtors request that the Court find and declare that that the Fourth Amendment, any transfers thereunder or in connection therewith, and any obligations incurred thereby are avoidable and are avoided as constructive fraudulent transfers pursuant to 11 U.S.C. § 548(a)(1)(B)(i), (ii)(I), (ii)(II), and (ii)(III).

COUNT III

Avoidance of Fraudulent Transfer (Fourth Amendment)
Pursuant to 11 U.S.C. § 544(b)(1) – New York Uniform Voidable Transactions Act

107. The Debtors restate and incorporate by reference the above paragraphs 1 through 106 as if set forth fully herein.

108. Section 544(b)(1) of the Bankruptcy Code provides that the trustee "may avoid any transfer of an interest in property or any obligation incurred by the debtor that is voidable under applicable law by a creditor holding an unsecured claim . . . ." 11 U.S.C. § 544(b)(1).

109. The Fourth Amendment, any transfers thereunder or in connection therewith, and any obligations incurred thereby are avoidable transfers under the New York Uniform Voidable Transactions Act, N.Y. Debt. and Cred. Law Art. § 270(a)(2).

110. Each of these transfers is avoidable by creditors who hold allowable unsecured claims, including creditors who were creditors before the transfers were made.

111. The Debtors request that the Court find and declare that the Fourth Amendment, any transfers thereunder or in connection therewith, and any obligations incurred thereby are avoidable transfers and are avoided pursuant to 11 U.S.C. § 544(b)(1) and the New York Uniform Voidable Transactions Act, N.Y. Debt. and Cred. Law Art. § 270(a)(2).

COUNT IV

Recovery of Fraudulent Transfer Pursuant to 11 U.S.C. §§ 544(b)(1), 548(a)(1)(B) and 550(a)

112. The Debtors restate and incorporate by reference the above paragraphs 1 through 111 as if set forth fully herein.

113. Section 550(a) of the Bankruptcy Code provides that if a transfer is avoided under section 544 or 548 of the Bankruptcy Code, the debtor or trustee may (subject to certain exceptions in other subparagraphs of section 550 that are inapplicable here) recover the property transferred from the initial transferee or any immediate or mediate transferee of such initial transferee.

114. Under the Fourth Amendment, the Defendant has received monthly "rent" payments and continues to receive monthly "rent" payments of $729,166.67—$195,833.34 per month above-and-beyond what it would have received under the original Ground Lease.

115. The Debtors request that the Court find and declare that, having declared that those "rent" payments are avoidable transfers and are avoided under section 544 and/or 548 of the Bankruptcy Code, they are recoverable by the Debtors' bankruptcy estates from the Defendant and any immediate or mediate transferee of the Defendant under section 550(a) of the Bankruptcy Code.

COUNT V

Disallowance of Defendant's Claims Pursuant to 11 U.S.C. § 502(d)

116. The Debtors restate and incorporate by reference the above paragraphs 1 through 115 as if set forth fully herein.

117. The Defendant has not repaid to the Debtors' estates the amounts avoided pursuant to Counts II and III above.

118. Accordingly, the Debtors request that the Court find and declare that, pursuant to section 502(d) of the Bankruptcy Code, any filed or scheduled claims in the Chapter 11 Cases held by the Defendant or any affiliate or assignee are disallowed until the Defendant pays in full to the Debtors' estates the amounts for which it is liable under Counts II-IV above.

PRAYER FOR RELIEF

WHEREFORE, the Debtors pray that the Court enter judgment in their favor and against the Defendant as follows:

A. Entering a Declaration that the Ground Lease is not a true lease;

B. Entering a Declaration that any Bankruptcy Code section applicable to leases, including but not limited to Bankruptcy Code section 365, is not applicable to the Ground Lease;

C. Determining, in this or a supplemental proceeding permitting the participation of other directly-affected putative secured creditors, that the Ground Lease is (a) an instrument in connection with a loan from the Defendant to the Debtors to finance the Acquisition Transaction, with the Debtors owning the Condominium Units and owing the Defendant the balance of its loan; or (b) an instrument in connection with a joint-purchase transaction, creating a tenancy in common among the Debtors and the Defendant with respect to the Property.

D. Determining, in this proceeding or a supplemental proceeding, the validity, priority, and extent of any equitable lien of the Defendant in the Property, pursuant to Bankruptcy Rule 7001(b);

E. Entering a Declaration that the Fourth Amendment is avoidable and is avoided as a constructive fraudulent transfer under sections 544(b)(1) and 548(a)(1)(B) of the Bankruptcy Code;

F. Ordering the Defendant to repay to the Debtors, pursuant to section 550(a) of the Bankruptcy Code, the additional "rent" amounts paid under the Fourth Amendment above-and-beyond what it would have received under the original Ground Lease in an amount to be determined at trial, plus pre- and post-judgment interest;

G. Disallowing any claims of the Defendant or any affiliate or assignee in the Chapter 11 Cases until the excess payments under the Fourth Amendment are repaid to the Debtors, pursuant to section 502(d) of the Bankruptcy Code; and

[*Remainder of Page Intentionally Left Blank*]

H. Granting such other relief as the Court deems just and proper.

DATED: Wilmington, Delaware
June 10, 2026

CHIPMAN BROWN CICERO & COLE, LLP

/s/ William E. Chipman, Jr.

William E. Chipman, Jr. (No. 3818)
Mark D. Olivere (No. 4291)
Aaron J. Bach (No. 7364)
Alison R. Maser (No. 7430)
Hercules Plaza
1313 North Market Street, Suite 5400
Wilmington, Delaware 19801
Telephone: (302) 295-0191
Email: chipman@chipmanbrown.com
olivere@chipmanbrown.com
bach@chipmanbrown.com
maser@chipmanbrown.com

-and-

BOIES SCHILLER FLEXNER LLP
Robert Gordon (admitted *pro hac vice*)
Michael M. Fay (admitted *pro hac vice*)
Jenny H. Kim (admitted *pro hac vice*)
Sabina Mariella (admitted *pro hac vice*)
55 Hudson Yards
New York, New York 10001
Telephone: (212) 446-2300
Email: rgordon@bsfllp.com
mfay@bsfllp.com
jkim@bsfllp.com
smariella@bsfllp.com

Counsel for Debtors and Debtors in Possession

EXHIBIT A

Purported Ground Lease

GROUND LEASE

between

HUDSON 1701/1706, LLC and **HUDSON 1702, LLC**

collectively, as Tenant

and

356W58 GROUND LESSOR LLC

as Landlord

Dated: May 4, 2022

PROPERTY

353 West 57th Street Condominium
Condominium Units No. 1 and 2
353-361 West 57th Street
a/k/a 356 West 58th Street
New York, New York
Block: 1048, Lots: 1701 and 1702

Table of Contents

Page

1. Certain Definitions 1
2. Demise of Premises 33
3. Term 34
4. Rent 34
5. Net Lease; True Lease 36
6. Title and Condition 38
7. Taxes; Insurance and Legal Requirements 39
8. Use. 42
9. Maintenance and Repair 44
10. Mechanic's Liens 46
11. Landlord's Right to Mortgage; Landlord's Right to Transfer 47
12. Tenant's Right to Mortgage 51
13. Alterations 59
14. Condemnation 66
15. Insurance 68
16. Casualty 73
17. Restoration 76
18. Subordination to Financing 77
19. Assignment; Subleasing 78
20. Permitted Contests 85
21. Events of Default 86
22. Landlord's Remedies 88
23. Notices 93
24. Memorandum of Lease; Estoppel Certificates 94
25. Surrender; End of Term 95
26. No Merger of Title 97
27. Exculpation 97
28. Hazardous Substances 97
29. Representations and Warranties of Tenant 102
30. Representations and Warranties of Landlord 105
31. Entry by Landlord and Lender 106
32. Financial Reporting 106
33. No Usury 111
34. Broker 111
35. Bankruptcy 111
36. No Waiver 112
37. Separability 113
38. Indemnification 113
39. Permitted Encumbrances 116
40. Headings 116
41. Modifications 116

42. Successors and Assigns 116
43. Counterparts 117
44. Time of the Essence 117
45. Governing Law 117
46. Third Party Beneficiary 117
47. Tenth Floor Purchase Option 117
48. New Construction; Fallback Business Plan. 121
49. Certificate of No Harassment; Tenant Protection Plan 123
50. Arbitration 129
51. Right to Perform. 130
52. Entire Agreement. 131
53. Waiver of Trial by Jury. 131
54. Exhibits. 131
55. Prevailing Party Attorneys' Fees. 132
56. Penthouse Unit, Supermarket Unit and Store Unit. 132
57. Union Matters. 136
58. Condominium Provisions. 138
59. Hotel Provisions. 140
60. Right Size Event. 142
61. Joint and Several. 143

EXHIBITS:

Exhibit A – Legal Description of the Land

Exhibit B – Form of Owner's Recognition and Non-Disturbance Agreement

Exhibit C – Work Letter

Exhibit D – Form of Environmental Indemnity

Exhibit E – Form of Completion Guaranty

Exhibit F – Form of Carry Guaranty

Exhibit G – Form of Indemnity Agreement

Exhibit H – Example Calculations of Base Rent

Exhibit I – Form of Memorandum of Lease

Exhibit J – Permitted Encumbrances

Exhibit K – SRO Tenants

Exhibit L – Form of Condominium Board Resignation

Exhibit M – Example Calculations of Minimum Payment and Right-Size Payment

BASIC GROUND LEASE INFORMATION

Ground Lease dated as of May 4, 2022
(Capitalized terms used herein shall have the meanings set forth in the Lease)

PARTIES

Landlord: **356W58 GROUND LESSOR LLC**, a Delaware limited liability company, together with any successor or assign

Tenant: **HUDSON 1701/1706, LLC** and **HUDSON 1702, LLC**, each a Delaware limited liability company, individually and collectively, as the context may require, jointly and severally, and together with their respective successors or assignees permitted by this Lease

DATES

Effective Date: May 4, 2022

Expiration Date: May 31, 2121

FIXED RENT

Subject to Section 60, from and after the Effective Date and continuing through the end of the fifth (5th) Lease Year, the annual Base Rent for the EBC Unit and the Modified Hotel Unit shall be $6,000,000.00 (payable in accordance with Section 4(f) below at a rate of $500,000.00 per month) and, from and after the Tenth Floor Purchase Option Closing Date, the Base Rent for the Tenth Floor Unit shall be $400,000.00 per year (payable in accordance with Section 4(f) below at a rate of $33,333.33 per month). Commencing on the first day of the twenty-first (21st) Lease Year and on every subsequent CPI Adjustment Year, Base Rent shall increase to the greater of (x) the Base Rent in effect during the immediately preceding Lease Year, increased by the Rent Escalation or (y) the Base Rent for the immediately preceding Lease Year, *multiplied by* (B) the then-applicable CPI Increase Percentage (examples of which are further illustrated on Exhibit H attached hereto).

PURPOSE OF LEASE

It is the intention of Tenant that the primary purpose of this Lease is the conversion of the Leased Premises into the Multifamily Project in accordance with and subject to the terms and conditions of this Lease (the "Conversion"). Upon the Conversion, Tenant shall sublease at least 75% of the rentable floor space of the Leased Premises pursuant to the Residential Subleases for subtenants to use for residential purposes. It is Tenant's further intention to qualify this Lease for the New York City commercial rent exemption pursuant to New York City Administrative Code Section 11-704(d) (the "CRT Exemption").

LANDLORD PAYMENT ADDRESS

Landlord Address for Payment by wire transfer to:

Bank Name:	NexBank
ABA No.:	311973208
Acct. No.:	1633502
Account Name:	356W58 Ground Lessor LLC
Address:	2515 McKinney Ave Suite 1100 Dallas, TX 75201

Landlord may, by at least ten (10) Business Days' advance Notice pursuant to Section 23 hereof, designate a different address or account for payment at any time during the Term of this Lease.

[End of Basic Ground Lease Information]

THIS GROUND LEASE is made as of May 4, 2022 (the "Effective Date") by and between **356W58 GROUND LESSOR LLC**, a Delaware limited liability company, having an address at c/o MSP Capital Investments, L.L.C., Woodlawn Hall at Old Parkland, 3953 Maple Ave., Suite 350, Dallas, Texas 75219 (together with its successors or assignees, "Landlord"), and **HUDSON 1701/1706, LLC** ("Tenant 1") and **HUDSON 1702, LLC** ("Tenant 2"; together with Tenant 1, individually and collectively, as the context may require, jointly and severally, and together with their respective successors or assignees permitted by this Lease, "Tenant"), each a Delaware limited liability company having an address of c/o CSC Co-Living 6 St. Johns Lane, New York, New York 10013.

1. **Certain Definitions**. Capitalized terms used herein shall have the following meanings for all purposes of this Lease and shall be equally applicable to both the singular and plural forms of the terms herein defined.

"30 Year Treasury" means the annual yield to maturity of the actively traded non-callable non-inflation-indexed United States Treasury fixed interest rate security at a 30-year constant maturity (other than any such security which can be surrendered at the option of the holder at face value in payment of federal estate tax or which was issued at a substantial discount), as reported in *The Wall Street Journal* or other authoritative publication or news retrieval service on the fifth (5th) Business Day preceding the Right-Size Event Date. If *The Wall Street Journal* ceases to publish the "U.S. 30 Year Treasury Bond Yield," Landlord shall select an equivalent publication that publishes such "U.S. 30 Year Treasury Bond Yield," and if such "U.S. 30 Year Treasury Bond Yield" is no longer generally published or is limited, regulated or administered by a Governmental Authority, then Landlord shall select a comparable interest rate index in its sole discretion.

"32BJ" means the Local 32BJ SEIU union, and any successor union.

"32BJ Agreement" means the Apartment Building Agreement between the Realty Advisor Board on Labor Relations Incorporated and Service Employees International Union, Local 32BJ, in effect as of the Effective Date, as the same may be amended, restated and/or supplemented from time to time.

"AAA" has the meaning set forth in Section 50(a).

"Additional Rent" means all amounts, monetary liabilities and monetary obligations other than Base Rent which Tenant assumes or agrees to pay under this Lease to Landlord or others, whether or not such amounts, liabilities and obligations are designated as Additional Rent hereunder.

"Adjustment Date" has the meaning set forth in Section 4(c).

"Administrative Review" has the meaning set forth in Section 49(a).

"Advisory Fee" means a fee in the amount of 0.35% of the Tenth Floor Buyout Amount advanced by Landlord pursuant to Section 47, which fee shall be paid directly to GLR REIT Advisors, LLC, as consideration for the advisory and management

services rendered to Tenant and its Affiliates in connection with the transactions contemplated by this Lease and the other Lease Documents.

"Affiliate" means, as to any Person, any other Person that (i) directly or indirectly owns twenty-five percent (25%) or more of all equity interests in such Person and/or (ii) directly or indirectly Controls, is Controlled by or is under common Control with, such Person.

"Alteration" or "Alterations" means any or all demolitions, constructions, changes, additions, expansions, improvements, alterations, reconstructions, repairs or replacements of any of the Improvements, both interior or exterior, and ordinary and extraordinary, whether voluntary or in connection with any restoration, repair, replacement or rebuilding, including any Material Alterations, other than the Construction Project.

"Applicable Standard" means the standard of operation generally and customarily maintained from time to time during the Term to buildings utilized for the Permitted Use located in the Relevant Area that are (a) owned and managed by institutional landlords; and (b) of an age, size and quality comparable to the age, size and quality of the Improvements existing at the time this standard is being applied.

"Approved Accountant" has the meaning set forth in Section 32(e)(i).

"Approved Bank" means a bank or other financial institution which has the Required Rating.

"Available Project Proceeds" means, as of the time of calculation, the sum of (A) the unadvanced balance of the Construction Loan yet to be advanced by Construction Lender pursuant to the Construction Loan Documents, to the extent such amounts are permitted to be advanced pursuant to the Construction Loan Documents for the applicable Project costs, *plus* (B) without duplication of clause (A) of this definition, the amount of any portion of the proceeds of the Construction Loan then held by the Construction Lender in any reserve or other account and which proceeds are permitted to be disbursed pursuant to the Construction Loan Documents for the applicable Project costs (including, without limitation, any deficiency collateral or balancing deposits required pursuant to the terms of the Construction Loan Documents).

"Bankruptcy Action" has the meaning set forth in Section 21(e).

"Bankruptcy Code" has the meaning set forth in Section 35.

"Base Rent" has the meaning set forth in Section 4.

"Base Rent Payment Date" has the meaning set forth in Section 4(f).

"Business Day" means any day other than a Saturday, Sunday or any other day on which commercial banks in the State of New York and/or the State of Texas are not open for business.

"Carry Guaranty" means that certain Carry Guaranty dated as of the Effective Date, by Guarantor in favor of Landlord, in the form attached hereto as Exhibit F.

"Casualty" has the meaning set forth in Section 16(a).

"Casualty Repair Guarantor" has the meaning set forth in Section 16(c).

"Casualty Repair Guaranty" has the meaning set forth in Section 16(c).

"City" means the City of New York.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Commercial Subleases" means one or more retail or other commercial Subleases, at market rates, each on a form reasonably approved by Landlord and otherwise on arm's length terms and consistent with the Permitted Use; provided, however, in no event shall Tenant enter into any Commercial Sublease that would allow the subtenant thereunder to use the applicable portion of the Leased Premises in any way which would be reasonably likely to trigger the Snap Back Provision of the Union MOA without Landlord's prior written consent (to be given or withheld in Landlord's sole and absolute discretion).

"Completion of the Project" and "Complete" has the meaning set forth in the Work Letter.

"Completion Guaranty" means that certain Completion Guaranty dated as of the Effective Date, by Guarantor in favor of Landlord, in the form attached hereto as Exhibit E.

"Condemnation" means any permanent condemnation or confiscation of all or any portion of the Leased Premises for any public or quasi-public purpose by any Governmental Authority, civil or military, whether pursuant to eminent domain proceedings pursuant to Legal Requirements, an agreement with such Governmental Authority in settlement of or under threat of any such taking, condemnation or confiscation, or otherwise. Such term shall also be deemed to include, to the extent not otherwise defined herein, a temporary taking of the Leased Premises or any part thereof or the Improvements thereon for a period of two (2) years or more, and the taking of the Leasehold Estate created herein.

"Condemnation Award" means the entire amount of any award paid or payable to Landlord and/or Tenant after the Effective Date on account of any Condemnation (as compensation for such Condemnation), including, without limitation: (1) any interest payable on account of such award; (2) any award made on account of any Improvements that are the subject of a Condemnation, whether or not the value of such Improvements is the subject of a separate award or otherwise separately determined by the applicable Governmental Authority; (3) the full amount paid or payable by such

Governmental Authority on account of the estate that is the subject of the Condemnation, as determined pursuant to the applicable Condemnation proceeding; and (4) any other sums payable on account of such Condemnation.

"Condemnation Fair Market Value" means, as of any date, the cash price that the applicable estate (i.e., the Fee Estate or the Leasehold Estate, as the case may be) will command, if unencumbered by (x) the Fee Mortgage (in the case of the Fee Estate) (but encumbered by this Lease, in the case of the Fee Estate) and (y) any Leasehold Mortgage or other financing of the Leased Premises or any interest therein (in the case of the Leasehold Estate), in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and without coercion or duress, and assuming: (i) the price is not affected by undue stimulus and takes into account matters pertinent to and indicative of value, as applicable, including, without limitation, location, trends, market data, highest and best use, return on investment and other elements of value, (ii) buyer and seller are typically motivated and working in their own best interest, (iii) both parties are well informed or well advised, (iv) a reasonable time is allowed for exposure in the open market, and (v) the price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

"Condemnation Percentage" means, as to any Condemnation affecting any portion of the Improvements, a fraction, expressed as a percentage, the numerator of which is the rentable square footage of the portion of the Improvements taken or condemned as a result of the applicable Condemnation, and the denominator of which is the rentable square footage of the Improvements immediately prior to the date of such Condemnation.

"Condemnation Reduction" shall have the meaning set forth in Section 14(d).

"Conversion" has the meaning set forth in the "Basic Ground Lease Information" section of this Lease.

"CONH" means a Certification of No Harassment issued by HPD in accordance with the CONH Regulations.

"CONH Application" means the application for a CONH to be filed with HPD in order to satisfy the CONH Requirement.

"CONH Application Denial" has the meaning set forth in Section 49(b)(iv).

"CONH Exemption" means an exemption from the CONH Requirement, which may be available if the subject building falls into an exemption category as defined by Section 28-107.2 of the New York Administrative Code, as determined by HPD.

"CONH Exemption Application" means the application for an exemption from the CONH Requirement to be filed with HPD in order to obtain a CONH Exemption.

"CONH Exemption Approval" has the meaning set forth in Section 49(b)(ii).

"CONH Exemption Denial" has the meaning set forth in Section 49(b)(iii).

"CONH Re-Application Decision Notice" has the meaning set forth in Section 49(b)(d)((iv)).

"CONH Re-Application Notice" has the meaning set forth in Section 49(b)(d)((iv)).

"CONH Regulations" means, collectively, any and all Legal Requirements governing the CONH Requirement with respect to buildings located in New York City, including, without limitation, the Multiple Dwelling Law, the New York Administrative Code, and HPD internal procedures, as the same may be modified from time to time.

"CONH Requirement" means the requirement of HPD that an applicant must obtain either a CONH or CONH Exemption with respect to the subject building prior to commencing certain categories of work at a building if such building is (i) an SRO or contains SRO units, (ii) located in one of the specified geographic anti-harassment areas identified by HPD (including, without limitation, due to the building's location within a Special Clinton District), or (iii) on HPD's Pilot Program List. Landlord acknowledges that, as of the Effective Date, in order for Tenant to be able to obtain a permit from DOB for certain covered categories of work to Complete the Multifamily Project, Tenant must satisfy the CONH Requirement due to the configuration of the Leased Premises as an SRO and its location within a Special Clinton District.

"CONH Requirement Outside Date" means July 8, 2024.

"CONH Withdrawal Notice" has the meaning set forth in Section 49(b)(d).

"Condominium" means the 353 West 57th Street Condominium established pursuant to the Condominium Declaration. As of the Effective Date, the Condominium consists of six (6) Units, the EBC Unit, the Modified Hotel Unit, the Supermarket Unit, the Store Unit, the Penthouse Unit, and the Tenth Floor Unit. As of the Effective Date, Landlord (i) is the owner of each of the EBC Unit and the Modified Hotel Unit and (ii) holds a leasehold interest in the Tenth Floor Unit, pursuant to the Tenth Floor Lease.

"Condominium Act" means Article 9-B of the New York Real Property Law, as same may be amended, restated and/or replaced from time to time.

"Condominium Board of Managers" means the Persons that govern the affairs of the Condominium as provided in the Condominium By-Laws. As of the Effective Date, the Condominium Board of Managers consists of Alberto Smeke Saba, Freda Melissa Smeke, Salomon Smeke Saba and Marcelle Smeke.

"Condominium By-Laws" means those certain By-Laws of 353 West 57th Street Condominium, dated as of February 12, 1999, as the same maybe amended, restated, and/or supplemented from time to time in accordance with this Lease.

"Condominium Declaration" means that certain Amended and Restated Declaration pursuant to Article 9-B of the Real Property Law of the State of New York, dated February 12, 1999, and recorded on July 16, 1999, in Reel 2913 Page 1753, as amended by that certain Amendment to Amended and Restated Declaration, dated September 30, 1999, and recorded on October 27, 1999, in Reel 2979 Page 2159, as the same may be amended, restated, and/or supplemented by from time to time in accordance with this Lease.

"Condominium Documents" means, collectively, the Condominium Declaration, the Condominium By-Laws, and the Condominium Rules and Regulations, together with any other documents, instruments or agreements governing the Condominium from time to time, as each may be amended, restated, and/or supplemented from time to time in accordance with this Lease and the Condominium Act.

"Condominium Rules and Regulations" means the "Rules and Regulations" as defined in the Condominium Declaration, as the same may be amended, restated, and/or modified from time to time in accordance with this Lease.

"Construction Lender" means Parkview Financial, LP, a Delaware limited partnership.

"Construction Loan" means that certain construction loan made by Construction Lender to Tenant concurrently with the Effective Date, pursuant to the Construction Loan Agreement, in an aggregate maximum amount of up to $207,000,000.00 Dollars, secured by the Construction Loan Mortgage, which is a Leasehold Mortgage and evidenced and governed by the Construction Loan Documents.

"Construction Loan Agreement" means, collectively, (i) that certain Building Loan Agreement, dated as of the Effective Date, by and between Tenant, as borrower, and Construction Lender, as administrative agent and (ii) that certain Project Loan Agreement, dated as of the Effective Date, by and between Tenant, as borrower, and Construction Lender, as administrative agent.

"Construction Loan Documents" means all documents, agreements and instruments related to the Construction Loan, including, without limitation the Construction Loan Agreement and the Construction Loan Mortgage, each as the same may be amended, restated, and/or supplemented from time to time in accordance with this Lease.

"Construction Loan Mortgage" means, collectively, (i) that certain Building Loan Leasehold Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated as of the Effective Date, by and between Tenant, as mortgagor, and Construction Lender, as mortgagee and (ii) that certain Project Loan Leasehold Mortgage,

Security Agreement, Assignment of Leases and Rents and Fixture Filing, dated as of the Effective Date, by and between Tenant, as mortgagor, and Construction Lender, as mortgagee.

"Construction Project" means the construction and completion of the Project in accordance with the Work Letter.

"Control" means, with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through voting securities, contract or otherwise. "Controlled", "Controlling" and "under common Control with" shall have correlative meanings.

"CPI Adjustment Year" shall have the meaning set forth in Section 4(d).

"CPI Escalation" shall have the meaning set forth in Section 4(d).

"CPI Increase Percentage" shall mean the increase in (A) the Index for the last full calendar month preceding the applicable Adjustment Date, *over and above* (B) the corresponding Index for the calendar month in which the preceding Adjustment Date occurred, expressed as a percentage rounded to two (2) decimals. Notwithstanding the foregoing, the CPI Increase Percentage shall in no event exceed (i) for the first CPI Adjustment Year, 180.60% (3% annual cap) or (ii) for any subsequent CPI Adjustment Year, 137.70% (3.25% annual cap).

"CRT Exemption" has the meaning set forth in the "Basic Ground lease Information" section of this Lease.

"Default" means any condition or event that constitutes a breach by Tenant of its obligations under this Lease or any event or circumstance (not constituting a breach of Tenant's obligations under this Lease) that, with the passage of time or the giving of Notice, or both, would constitute an Event of Default.

"Default Rate" means an annual interest rate equal to the lesser of (i) Prime Rate plus five percent (5%) and (ii) the maximum interest rate permitted by Legal Requirements.

"DOB" means the New York City Department of Buildings, or any successor agency thereof.

"DHCR" means the New York State Department of Housing Community and Renewal, or any successor agency thereof.

"Discussion Period" shall have the meaning set forth in Section 49(b)(d).

"Dispute" shall have the meaning set forth in Section 50(a).

"DOF" shall have the meaning set forth in Section 32(i).

"EBC Unit" shall have the meaning set forth in the Condominium Declaration.

"Effective Date" has the meaning given to such term in the Preamble to this Lease.

"Eligible Account" means an identifiable account which is separate from all other funds held by the holding institution that is (a) an account or accounts maintained with the corporate trust department of a federal or state-chartered depository institution or trust company which complies with the definition of Eligible Institution, (b) a segregated account or accounts maintained with an Eligible Institution, (c) a segregated trust account or accounts maintained with the corporate trust department of a federal or state chartered depository institution or trust company acting in its fiduciary capacity which, in the case of a state chartered depository institution or trust company is subject to regulations substantially similar to 12 C.F.R. §9.10(b), having in either case a combined capital and surplus of at least $50,000,000 and subject to supervision or examination by federal and state authority or (d) reasonably acceptable to Landlord. An Eligible Account will not be evidenced by a certificate of deposit, passbook or other similar instrument.

"Eligible Institution" means any federal or state chartered bank or other depository institution or trust company insured by the Federal Deposit Insurance Corporation the short term unsecured debt obligations or commercial paper of which are rated at least A-2 by S&P, P-2 by Moody's and F-2 by Fitch in the case of accounts in which funds are held for thirty (30) days or less or, in the case of accounts in which funds are held for more than thirty (30) days (including accounts in which the proceeds of any Letter of Credit are held if any such Letter of Credit is drawn upon in accordance with the terms of this Lease), the long term unsecured debt obligations of which are rated at least "A-" by Fitch and S&P and "A3" by Moody's. At any time when there is a Leasehold Mortgagee, the institution serving as the Eligible Institution (at which the Eligible Account is held) shall be either (as elected by such Leasehold Mortgagee in its sole discretion) (x) an institution satisfying the standards set forth in the first sentence of this definition that is selected by such Leasehold Mortgagee or (y) such Leasehold Mortgagee itself (but only if such Leasehold Mortgagee satisfies the standards set forth in the first sentence of this definition.

"Enhanced Severance" has the meaning set forth in the Union MOA.

"Enhanced Severance Escrow Account" means the escrow account held by First American Title Insurance Company, pursuant to the Enhanced Severance Escrow Agreement, which account contains $34,228,632.15, representing the maximum amount of Enhanced Severance that may become be due under the Union MOA.

"Enhanced Severance Escrow Agreement" means that certain Enhanced Severance Escrow Agreement, dated as of the Effective Date, by and among Tenant, Landlord, Construction Lender and First American Title Insurance Company, as acknowledged by Jackson Lewis, P.C. and Newmark Knight Frank.

"Enhanced Severance Obligations" means Tenant's obligations under Paragraph 1 of the Union MOA to pay Enhanced Severance (as that term is defined in the Union MOA) to the Hotel Employees who have elected to execute a general release in accordance with the Union MOA.

"Environmental Claim" has the meaning set forth in Section 28(a).

"Environmental Indemnity" means that certain Environmental Indemnity Agreement dated as of the Effective Date, by Tenant and Guarantor in favor of Landlord, in the form attached hereto as Exhibit D.

"Environmental Laws" has the meaning set forth in Section 28(a).

"Environmental Report" has the meaning set forth in Section 28(a).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any corporation or trade or business that is a member of any group of organizations (a) described in Section 414(b) or (c) of the Code, of which Tenant is a member, and (b) solely for purposes of potential liability or any lien arising under Section 302 of ERISA and Section 412 of the Code, described in Section 414(m) or (o) of the Code, of which Tenant is a member.

"Event of Default" has the meaning set forth in Section 21.

"Existing Improvements" means the Improvements located on the Land as of the Effective Date.

"Expiration Date" has the meaning set forth in Section 3.

"Fallback Business Plan" means the fallback business plan prepared by Tenant and approved by Landlord (in its sole and absolute discretion) with respect to the construction of the Fallback Project. The Fallback Business Plan shall include (i) any proposed modifications to the Project Plans and Specifications, Project Budget and Construction Schedule, (ii) a list of and, if applicable, drafts of any additional construction contracts to be entered into in connection with implementing the Fallback Business Plan, (iii) an updated sources and uses, including any additional financing sources needed to Complete the Fallback Project, (iv) an updated memorandum or legal opinion reasonably acceptable to Landlord, prepared by Tenant's Architect or zoning counsel reasonably approved by Landlord, which memorandum or opinion shall set forth updated zoning calculations, relevant authority from Legal Requirements and such other information as is reasonably necessary to determine that the Fallback Business Plan can be achieved by the Required Substantial Completion Date under Legal Requirements, (v) if such Fallback Project is a Hotel Project, a proposed Hotel Flag and Hotel Operator, together with a draft Hotel Management Agreement, proposed room rates (and such other details pertaining to the proposed management and branding of the Hotel as Landlord shall reasonably request),

(vi) any proposed revisions to the applicable Tenant Protection Plan needed to complete the work for the Fallback Project (if applicable), (vii) a memorandum or legal opinion reasonably acceptable to Landlord, prepared by Tenant's labor and employment counsel (which counsel shall be reasonably acceptable to Landlord, it being agreed that Jackson Lewis P.C. is acceptable to Landlord), which memorandum or opinion shall provide a summary and analysis of any obligations of Tenant (and potential liability to Landlord reasonably ascertainable under the circumstances) under the IWA, 32BJ Agreement, L94 Agreement and Union MOA, together with an estimate of labor costs prepared by Tenant that may be incurred by Tenant during the construction of the Fallback Project and following Substantial Completion of the Fallback Project, and (viii) such other information as Landlord may reasonably request with respect to the Fallback Project.

"Fallback Business Plan Delivery Date" has the meaning set forth in Section 48(c).

"Fallback Business Plan Notice" has the meaning set forth in Section 48(c).

"Fallback Project" means a fallback use for the Improvements approved by Landlord in connection with the Fallback Business Plan, which may be the Hotel Project or any other Permitted Use, provided such Permitted Use does not require (i) any discretionary zoning, land use or other approvals from any Governmental Authority with jurisdiction over the Leased Premises that could be reasonably likely to delay Substantial Completion of the Fallback Project by the Required Substantial Completion Date, (ii) satisfaction of the CONH Requirement or (iii) the performance of any other obligation by Tenant or obtaining of any approval, consent or Permit that would be reasonably likely to delay Substantial Completion of the Fallback Project by the Required Substantial Completion Date.

"Fee Estate" means Landlord's fee interest in the Land and the Improvements.

"Fee Mortgage" has the meaning set forth in Section 11(c).

"Fee Mortgagee" has the meaning set forth in Section 11(c).

"Finding of Harassment" means, as to any CONH Application or CONH Exemption Application, Tenant receives notice or communication from HPD indicating (or suggesting) that there has been an initial determination by HPD that there is reasonable cause to believe that harassment occurred during the inquiry period at the Leased Premises.

"Financial Information" has the meaning set forth in Section 29(g).

"First Party" shall have the meaning set forth in Section 50(a).

"Fitch" means Fitch, Inc.

"Force Majeure" shall mean accidents, fire or other casualty, earthquakes, floods, hurricanes, other severe weather events, Acts of God, natural disasters, strikes, lockouts, labor disputes, civil commotion, explosion, sabotage, riot, inability to secure a proper supply of fuel, gas, steam, water, electricity, labor, or supplies, governmental regulations, laws or restrictions, war, state of emergency, local, national or global public health emergency or pandemic (including, without limitation, COVID-19) and any delays, backlogs, or slowdowns associated with or caused by same, government mandated quarantine, travel bans, or "stay-at-home" orders, the unanticipated closure of government buildings, airports, harbors, railroads, pipelines, or other infrastructure, or any other event or cause whatsoever beyond the reasonable control of Landlord or Tenant, whether or not similar to the foregoing. Notwithstanding the foregoing, (a) Force Majeure shall not include (i) any inability or delay resulting from deterioration of general economic conditions, such party's insolvency or financial condition, or insufficient funds or any illiquidity or disruption affecting capital markets or other general economic conditions, nor shall any Force Majeure excuse or delay payment obligations under this Lease, (ii) any stop work order issued by DOB or HPD resulting (directly or indirectly) from Tenant's failure to comply with the Tenant Protection Plan during the construction of the Project, (iii) any labor strike resulting directly from Tenant's failure to comply with the Union MOA or any other Union Agreement to which Tenant is bound with respect to the Project, and (iv) any event that is the result of the gross negligence, illegal acts or willful misconduct of any party claiming Force Majeure, (b) Tenant shall not have the right to contend that Force Majeure has occurred under this Lease unless Tenant notifies Landlord thereof, (c) if Tenant notifies Landlord that Force Majeure has occurred within ten (10) Business Days after the date that Tenant actually becomes aware of the event or circumstance causing such Force Majeure, then Force Majeure shall be deemed to have occurred for purposes of this Lease commencing as of the date that such Force Majeure began, and (d) if Tenant does not notify Landlord that Force Majeure has occurred within ten (10) Business Days after the date that Tenant actually becomes aware of the event or circumstance causing Force Majeure, then such Force Majeure shall be deemed to have occurred for purposes of this Lease only from and after the date Tenant notifies Landlord thereof.

"Force Majeure Cap" means, (i) with respect to any delays in the achievement of Substantial Completion or Completion of the Project caused by Force Majeure, such delays shall not, in the aggregate, exceed twelve (12) months, (ii) with respect to any delays in the performance of any obligations under this Lease pertaining to satisfaction of the CONH Requirement, such delays shall not, in the aggregate, exceed ninety (90) days, and (iii) with respect to any delays in the performance of any other obligations under this Lease, such delays shall not, in the aggregate, exceed one hundred eighty (180) days.

"Foreclosure Event" means a foreclosure, trustee's sale, deed, transfer, assignment or other conveyance in lieu of foreclosure, or other similar exercise of rights or remedies under any Leasehold Mortgage, including the occurrence of any transfer of title to the mortgaged estate by operation of or pursuant to any Bankruptcy Proceeding, in each case whether the transferee is a Leasehold Mortgagee, a party claiming through a

Leasehold Mortgagee, or a holder of title to the mortgaged estate who acquired such interests through such Foreclosure Event.

"GAAP" means generally accepted accounting principles in the United States of America, consistently applied.

"Construction Manager" has the meaning set forth in the Work Letter.

"Governmental Authority" means any governmental or semi-governmental authority, agency, department, commission, bureau, board, instrumentality, court or quasi-governmental authority having jurisdiction or regulatory authority over the Leased Premises, Tenant or any Affiliate of Tenant, as applicable.

"Guarantor" means, individually and collectively as the context may require, Alberto Smeke Saba and Saloman Smeke Saba, each an individual, together with any other party reasonably approved by Landlord as a guarantor in accordance with this Lease from time to time and who has executed a guaranty to Landlord with respect to this Lease.

"Hazardous Materials" has the meaning set forth in Section 28(a).

"Healthcare Contribution Obligations" means Tenant's obligations (arising pursuant to paragraph 1 of the Union MOA) to make contributions to the Hotel Union Health Benefits Fund.

"Hotel Union Health Benefits Fund" means the New York Hotel Trades Council and Hotel Association of New York City, Inc., Health Benefits Fund.

"Hotel Employees" means, as of the Effective Date, the employees of the Hudson Hotel as described on Attachment A of the Union MOA.

"Hotel Flag" means a hotel brand under which the Hotel Project is operated as a full service hotel in accordance with the Fallback Business Plan, which Hotel Flag has been reasonably approved by Landlord.

"Hotel Franchisor" means any franchisor with respect to the Hotel Project approved by Landlord from time to time.

"Hotel Franchise Agreement" means a hotel franchise agreement for management and operation of the Hotel Project entered into between Tenant or Hotel Operator and Hotel Franchisor, which Hotel Franchise Agreement is consistent with the Fallback Business Plan and has been reasonably approved by Landlord.

"Hotel Management Agreement" means a hotel management agreement for management and operation of the Hotel Project entered into between Tenant and the Hotel Operator, which Hotel Management Agreement is consistent with the Fallback Business Plan and has been reasonably approved by Landlord.

"Hotel Operator" means the operator of the Hotel in accordance with the Hotel Flag pursuant to the Hotel Management Agreement.

"Hotel Project" means a hotel operated at the Leased Premises under the Hotel Flag, in accordance with the Fallback Business Plan approved by Landlord in accordance with this Lease.

"Hotel Union" means the New York Hotel and Motel Trades Council, AFL-CIO, and any successor union.

"Hotel Union Pension Fund" means the New York Hotel Trades Council and Hotel Association of New York City, Inc. Pension Fund as described in the Union MOA.

"Hotel Union Pension Fund Obligations" means Tenant's obligations (pursuant to Paragraph 2 of the Union MOA) to pay in a lump sum, no later than the Hotel Union Pension Fund Obligations Date, withdrawal liability in an amount assessed by the Hotel Union Pension Fund.

"Hotel Union Pension Fund Obligations Date" means the date that is sixty (60) days following the date of receipt of the notice and demand for payment of withdrawal liability from the Hotel Union Pension Fund in accordance with the Union MOA.

"HPD" means the New York City Department of Housing Preservation and Development.

"Improvements" shall mean, collectively, the Existing Improvements (so long as existing), the redevelopment of the Leased Premises in accordance with the Construction Project (including any item of property now or hereafter located or installed in or on the Leased Premises that is an integral part of the Improvements, including, without limiting the generality of the foregoing, heating, ventilating, and air-conditioning plants and systems, electrical and plumbing fixtures and systems and other like equipment and fixtures, if any (including, without limitation, all machinery, engines, dynamos, boilers, elevators, elevator shafts, radiators, air-conditioning compressors, sprinkler equipment, electrical equipment, ducts, fire protection equipment, pipes, conduits and fittings and any other systems servicing or furnishing utilities to the Leased Premises at any time now or hereafter erected, constructed, affixed or attached to or placed in or placed upon the Leased Premises), together with the other structures, fixtures and other improvements constructed and to be constructed on the Leased Premises in accordance with the Work Letter (or otherwise in accordance with this Lease from time to time), together with all Alterations, additions, and accessions thereto, substitutions therefor and replacements thereof permitted by this Lease, excepting therefrom the Personal Property.

"Indemnified Parties" means (i) Landlord, The Ground Lease REIT, LP, a Delaware limited partnership, and GLP REIT Advisors, LLC, a Delaware limited liability company and (ii) each of their respective directors, officers, shareholders, partners, members, employees, agents, servants, representatives, lenders, Affiliates, subsidiaries,

participants, managers, successors and assigns of any and all of the foregoing, including, without limitation, any successors by merger, consolidation or acquisition of all or a substantial portion of Landlord's (or any Affiliate of Landlord's) assets and business.

"Indemnity Agreement" means that certain Indemnity Agreement dated as of the Effective Date, by Guarantor in favor of Landlord, in the form attached hereto as Exhibit G.

"Index" means United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (CPI-U) U.S. City Average All Items (1982-84 = 100), not seasonally adjusted; provided, however, if (a) such Index is discontinued or is no longer available, such calculation shall be made by use of another reputable index selected by Landlord and approved by Tenant (such approval not to be unreasonably withheld, conditioned or delayed), (b) if the base period for the Index (currently 1982-84 = 100) is modified after the Effective Date, the base period used in making the foregoing calculation shall be appropriately adjusted by Landlord, as approved by Tenant (not to be unreasonably withheld, conditioned or delayed) to reflect such modification, and (c) if the Index is published in such a manner that an Index figure is not available for a particular month (the "Relevant Month") (such as, by way of illustration only and not by way of limitation, if the Index were only published every other month), then the Index figure published for the most recent month preceding such Relevant Month shall be used.

"Initial Environmental Report" has the meaning set forth in Section 28(a).

"Insurance Requirements" means the terms of each insurance policy required to be carried by Tenant under this Lease and the requirements of the issuer of such policy to maintain such policy in full force and effect.

"IWA" means The Industry Wide Agreement between the Hotel Union and the Hotel Association of New York City, Inc., in effect as of the Effective Date, as the same may be amended, restated, and/or supplemented from time to time.

"IWA Termination Date" has the meaning set forth in Section 32(c).

"L94" means Local 94-94A-94B International Union of Operating Engineers, AFL-CIO, and any successor union.

"L94 Agreement" means the Residential Building Agreement between the Realty Advisory Board on Labor Relations Incorporated and L94, in effect as of the Effective Date, as amended, restated, and or supplemented from time to time.

"Land" means the real property upon which the EBC Unit and Modified Hotel Unit sits, together with Landlord's right, title and interest in and to (a) any land lying in the bed of any existing dedicated street, road or alley adjoining thereto, all strips and gores adjoining thereto, (b) rights, ways, easements, privileges and appurtenances thereunto belonging, and (c) all other property rights, tangible or otherwise, arising out of

or connected with Landlord's ownership thereof. From and after the Tenth Floor Purchase Option Closing Date, clause (a) of this definition shall also be deemed to include the real property upon which the Tenth Floor Unit sits.

"Landlord" has the meaning given to such term in the Preamble to this Lease.

"Late Charge" means a late charge of ten percent (10%) of the delinquent amount of Base Rent or Additional Rent then due and payable to Landlord.

"Lease" means this Ground Lease, together with all exhibits, schedules and addenda attached hereto, including the Work Letter, as each may be amended, restated or otherwise supplemented from time to time after the Effective Date.

"Lease Year" means (a) with respect to the first Lease Year, the period commencing on the Effective Date and ending on (i) if the Effective Date is the first calendar day of a calendar month, the last calendar day of the calendar month immediately preceding the calendar month in which occurs the first (1st) anniversary of the Effective Date, or (ii) if the Effective Date is not the first calendar day of a calendar month, the last calendar day of the calendar month in which occurs the first (1st) anniversary of the Effective Date, and (b) with respect to each succeeding Lease Year through the expiration of the Term, the twelve (12) month period commencing on the first calendar day of the calendar month immediately following the expiration of the immediately preceding Lease Year.

"Leased Premises" means, collectively, the EBC Unit and the Modified Hotel Unit. From and after the Tenth Floor Purchase Option Closing Date, the Leased Premises shall also be deemed to include the Tenth Floor Unit.

"Leasehold Estate" means the leasehold interest of Tenant in the Land and the Improvements pursuant to this Lease.

"Leasehold Mortgage" means (i) any Mortgage that encumbers any portion of the Leasehold Estate made and entered into in compliance with this Lease or (ii) any pledge of equity interests in Tenant or any direct or indirect owner of Tenant by a direct or indirect owner of Tenant, in each case, that (A) is held by a Person that is a Qualified Institutional Lender, (B) does not secure (and is also not cross-defaulted with) any indebtedness that is secured by any real estate or leasehold interests other than the Leasehold Estate and (C) provides that all casualty and condemnation proceeds, and all security and/or collateral for any and all Alterations received, shall be held in accordance with the applicable terms of the Lease (unless Tenant has posted the security required by this Lease).

"Leasehold Mortgagee" means any holder of a Leasehold Mortgage of which Landlord has received Notice thereof (including the holder's address for receiving Notices), so long as such Leasehold Mortgagee is a Qualified Institutional Lender.

"Legal Requirements" means any one or more of all then-current laws, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary, of every duly constituted Governmental Authority or agency, and all then-existing covenants, restrictions and conditions of record, that are applicable to Tenant or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Leased Premises, even if compliance therewith (i) necessitates structural changes or improvements (including changes required to comply with the Americans with Disabilities Act or compliance with any Environmental Laws), (ii) results in interference with the use or enjoyment of any of the Leased Premises or (iii) requires Tenant to carry insurance other than as required by the provisions of this Lease.

"Letter of Credit" means an irrevocable, auto-renewing (if and to the extent commercially reasonably obtainable without material additional cost, but subject to the last two sentences of this definition), unconditional, transferable, clean sight draft standby letter of credit having an initial term of not less than one (1) year and with automatic renewals for one (1) year periods (unless the obligation being secured by, or otherwise requiring the delivery of, such letter of credit is required to be performed at least thirty (30) days prior to the initial expiry date of such letter of credit), in favor of Landlord (and/or a Fee Mortgagee) and entitling Landlord (and/or a Fee Mortgagee) to draw thereon in New York, New York, based solely on a statement that Landlord (and/or a Fee Mortgagee) has the right to draw thereon executed by an officer or authorized signatory of Landlord (and/or a Fee Mortgagee). A Letter of Credit must be issued by an Approved Bank. If at any time (a) the institution issuing any such Letter of Credit shall cease to be an Approved Bank or (b) if the Letter of Credit is due to expire prior to the termination of the event or events which gave rise to the requirement that Tenant deliver the Letter of Credit to Landlord, Landlord shall have the right to draw down the same in full and hold the proceeds thereof, unless Tenant shall deliver a replacement Letter of Credit from an Approved Bank within (i) as to (a) above, twenty (20) days after Landlord delivers written notice to Tenant that the institution issuing the Letter of Credit has ceased to be an Approved Bank or (ii) as to (b) above, within ten (10) days prior to the expiration date of said Letter of Credit. If an auto-renewing Letter of Credit is not commercially reasonably available without material additional cost, then not later than the date that is thirty (30) days prior to the stated expiration date of any non-auto-renewing Letter of Credit, Tenant shall either (i) cause the extension of such Letter of Credit or (ii) replace such Letter of Credit with a new Letter of Credit, failing which, Landlord shall, as its sole and exclusive remedy in respect of such failure, have the right to draw down on such Letter of Credit and hold the same on account of Tenant pursuant to this Lease. If Landlord has drawn down on such Letter of Credit pursuant to the immediately preceding sentence, Tenant shall use commercially reasonable efforts to replace the cash collateral resulting from such drawdown with a Letter of Credit.

"Liability Period" has the meaning set forth in Section 22(b).

"Liquidity" means, as of any date of determination and with respect to any Person, the value of (i) all cash and cash equivalents (including municipal bonds,

investment grade corporate bonds and U.S. Treasuries) owned by such Person on such determination date and held by such Person in unrestricted and unencumbered domestic accounts and over which such Person has sole control, plus (ii) the market value on such determination date of the unrestricted and unencumbered marketable securities actively traded on a U.S. stock exchange owned by such Person.

"Liquidity and Net Worth Threshold" means, as to the Guarantors party to the Project Guaranties, on an aggregate basis, a minimum Liquidity of $10,000,000.00 and a minimum Net Worth of $150,000,000.00.

"Losses" means any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, taxes, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement and damages of whatever kind or nature (including, without limitation, reasonable attorneys' fees, court costs and other costs of defense).

"Market Sublease Letter" has the meaning set forth in Section 19(m).

"Material Alteration" means any Alteration (including any Restoration) (1) that would result in (A) a material diminution of the market value of the Leased Premises based upon then prevailing market conditions, (B) a material reduction in the rentable square feet of the Improvements, or (C) a material change in use from the then existing use of the Leased Premises as of date of such proposed Alteration, (2) which would be reasonably expected to cost in excess of Five Million and No/100 Dollars ($5,000,000.00) adjusted for any increase in the Index every five (5) Lease Years, (3) which would alter the zoning compliance of the Leased Premises and land use entitlements applicable to the Leased Premises that would cause the Leased Premises to not be in compliance with any Legal Requirements or that would require any discretionary approval from a Governmental Authority to cure such noncompliance (excluding any non-complying status existing as of the commencement of performance of the work associated with the applicable Material Alteration), (4) which would adversely impact or modify the structural integrity or building systems of the Improvements (including, without limitation, any roofs, load-bearing walls, structural beams, columns, supports, or foundations), or (5) the Fallback Project.

"Material Alteration Security" has the meaning set forth in Section 13(c).

"Memorandum of Lease" means the Memorandum of Lease, in the form attached hereto as Exhibit I, dated as of the Effective Date, as executed by Landlord and Tenant with respect to this Lease.

"Minor Alteration" has the meaning set forth in Section 13(n).

"Minimum Payment" means, as of the Right-Size Event Date, an amount equal to the quotient obtained by dividing (x) (i) the then-applicable annual installment of Base Rent due from Tenant, *minus* (ii) the Right-Size Base Rent, *by* (y) the Right-Size Yield. Example calculations of the Minimum Payment are set forth on Exhibit M.

"Modified Hotel Unit" has the meaning set forth in the Condominium Declaration.

"Moody's" means Moody's Investor Service, Inc.

"Mortgage" means a mortgage, deed of trust, security deed, deed to secure debt, or similar security instrument now or hereafter executed constituting a lien or encumbering the Leasehold Estate or the Fee Estate, as amended, modified, renewed, consolidated, increased, decreased, assigned or restated from time to time.

"Mortgagee Protections" means, as to any Leasehold Mortgagee, all rights, protections, and privileges of such Person as expressly provided for under this Lease, including, without limitation, the following: (1) any right to receive Notices and/or to cure defaults; (2) any requirement for Leasehold Mortgagee's consent to any matter; (3) in the case of a Leasehold Mortgagee, all provisions of this Lease relating to any New Lease and all rights of any new Tenant; and (4) all other rights, protections, and privileges of such Leasehold Mortgagee under this Lease.

"Multifamily Project" means an approximately 399-unit (exclusive of the 39 SRO units) market rate multifamily building with approximately 54,590 square feet of commercial space and a 3,500 square foot penthouse unit.

"Multiple Dwelling Law" means the New York State Multiple Dwelling Law, as amended, restated, and/or supplemented from time to time.

"National or Regional Credit Tenant" has the meaning set forth in Section 19(n).

"Net Award" means the entire award payable to Landlord by reason of a Condemnation (exclusive of any award payable with respect to the Personal Property or otherwise payable to Tenant), less any actual and reasonable costs and expenses incurred by Landlord or Tenant in collecting such award.

"Net Proceeds" means the entire proceeds of any property casualty insurance required under Section 15(a) attributable to restoration of the Improvements, less any actual and reasonable costs and expenses incurred by Landlord or Tenant in collecting such proceeds.

"Net Worth" shall mean, with respect to any Person, as of a given date, (i) the fair market value of the total assets of such Person (excluding goodwill, patents, trademarks, trade names, organization expense, unamortized debt discount and expense, deferred research and development costs, deferred marketing expenses, and other like intangibles) determined in accordance with GAAP, *minus* (ii) the total liabilities of such Person (including, without limitation, such Person's contingent liabilities that have accrued under GAAP, accrued and deferred income taxes, and any reserves against assets) determined in accordance with GAAP; provided, however, in no event shall Net Worth be calculated to include the value of the Leased Premises.

"New Lease" has the meaning set forth in Section 12(h).

"New Lease Option Period" has the meaning set forth in Section 12(h).

"Notices" has the meaning set forth in Section 23.

"OFAC Laws and Regulations" means Executive Order 13224 issued by the President of the United States of America, the Terrorism Sanctions Regulations (Title 31 Part 595 of the U.S. Code of Federal Regulations), the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the U.S. Code of Federal Regulations), and the Cuban Assets Control Regulations (Title 31 Part 515 of the U.S. Code of Federal Regulations), and all other present and future federal, state and local laws, ordinances, regulations, policies, lists (including, without limitation, the Specially Designated Nationals and Blocked Persons List) and any other requirements of any Governmental Authority (including, without limitation, the United States Department of the Treasury Office of Foreign Assets Control) addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, each as hereafter supplemented, amended or modified from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing, or under similar laws, ordinances, regulations, policies or requirements of other states or localities.

"Operating Expenses" means, for any period, without duplication, all expenses actually paid or payable by Tenant during such period in connection with the operation, management, maintenance, repair and use of the Leased Property, determined on an accrual basis, and, except to the extent otherwise provided in this definition, in accordance with GAAP. Operating Expenses specifically shall include (i) all expenses incurred in the immediately preceding twelve (12) month period, (ii) all payments required to be made pursuant to any covenants, restrictions, easements, declarations or agreements of record relating to the construction, maintenance, operations or use of the Leased Premises, (iii) property management fees in an amount equal to the management fees actually paid, (iv) administrative, payroll, security and general expenses for the Leased Premises, (v) the cost of utilities, inventories and fixed asset supplies consumed in the operation of the Leased Premises, (vi) a reasonable reserve for uncollectible accounts, (vii) costs and fees of independent, third-party professionals (including, without limitation, legal, accounting, consultants and other professional expenses), technical consultants, operational experts (including quality assurance inspectors) or other third parties retained to perform services required or permitted hereunder, (viii) cost of attendance by employees at training and manpower development programs, (ix) association dues (if any), (x) computer processing charges, (xi) advertising expenses, (xii) operational equipment and other equipment lease payments, (xiii) Taxes and insurance premiums and (xiv) customary capital and/or maintenance reserves. Notwithstanding the foregoing, Operating Expenses shall not include (1) depreciation or amortization, (2) income taxes due from Tenant or any Affiliate of Tenant, (3) capital expenditures, and (4) debt service with respect to any Leasehold Mortgage or other financing of Tenant or any Affiliate of Tenant with respect to the Leased Premises.

"Penthouse Unit" has the meaning set forth in the Condominium Declaration.

"Permits" means any and all licenses, permits (including building, demolition, alteration, use, and special permits), approvals, consents, certificates (including certificate(s) of occupancy), rulings, variances, authorizations, or amendments to any of the foregoing now or hereafter required pursuant to Legal Requirements or by Governmental Authorities or otherwise necessary for the performance and completion of the Construction Project or any Alteration.

"Permitted Encumbrances" means those covenants, restrictions, reservations, liens, conditions, encroachments, easements and other matters of title that affect the Leased Premises as of the Effective Date, which are set forth on Exhibit J attached hereto.

"Permitted Use" means the use of the Leased Premises for any use in compliance with all Legal Requirements, subject to all applicable zoning ordinances, the Insurance Requirements, any and all conditions, restrictions and other encumbrances, if any, pursuant to the Permitted Encumbrances, and for no other purpose other than those consented to by Landlord in writing pursuant to Section 8 hereof; provided in no event shall the Leased Premises be used for a Prohibited Use.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust (including a business trust), non-incorporated organization or government or any agency or political subdivision thereof or any other entity.

"Personal Default" means any non-monetary Default of Tenant that is not reasonably susceptible of cure by a Leasehold Mortgagee (whether or not such Leasehold Mortgagee has possession of the Leased Premises), including, without limitation (to the extent, if any, that any of the following may actually constitute a Default under this Lease) a Bankruptcy Action affecting Tenant or any other Person; a prohibited transfer; failure to deliver financial information within Tenant's or Guarantor's control; and any other non-monetary Default that by its nature relates only to, or can reasonably be performed only by, Tenant or its Affiliates.

"Personal Property" means any and all any movable furniture, equipment, trade fixtures, office machines or other personal property (excluding the Improvements) located at the Leased Premises or used in connection therewith (it being understood that fixtures installed in the Improvements (other than trade fixtures) which cannot be removed without damaging or impairing the Improvements do not constitute Personal Property).

"Plan Asset Regulations" means the regulations issued by the Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, as modified by Section 3(42) of ERISA, as the same may be amended.

"Prepaid Rent" has the meaning set forth in Section 4(i).

"Prime Rate" means the rate of interest published in The Wall Street Journal from time to time as the "Prime Rate." If more than one "Prime Rate" is published in The Wall Street Journal for a day, the average of such "Prime Rates" shall be used, and such average shall be rounded up to the nearest 1/100th of one percent (0.01%). If The Wall Street Journal ceases to publish the "Prime Rate," Landlord shall select an equivalent publication (used by other commercial landlords or commercial real estate lenders in New York City with similarly positioned assets) that publishes such "Prime Rate," and if such "Prime Rates" are no longer generally published or are limited, regulated or administered by a governmental or quasigovernmental body, then Landlord shall select a comparable interest rate index used by other commercial landlords or commercial real estate lenders in New York City with similarly positioned assets. Notwithstanding the foregoing or anything herein to the contrary, in no event shall the Prime Rate, for purposes of this Lease, be less than zero percent (0%) per annum.

"Proceeds Trustee" means the holder of the Net Proceeds to the extent same are to be held by the Proceeds Trustee in accordance with Articles 14 or 16 of this Lease, as the case may be, which holder shall be (i) the Leasehold Mortgagee, if any, (ii) if there is no Leasehold Mortgagee, the Fee Mortgagee (provided same is not an Affiliate of Landlord), if any, or (iii) if there is no Fee Mortgagee which is not an Affiliate of Landlord and no Leasehold Mortgagee, an Eligible Institution (which is not an Affiliate of Landlord) selected by Landlord (and reasonably approved by Tenant).

"Prohibited Person" means a Person that (i) has been convicted in a criminal proceeding of a felony or any crime involving moral turpitude, (ii) is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, (iii) is directly or indirectly Controlled by or under common Control with a Person described in clauses (i) or (ii) of this definition, (iv) has been identified on any list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to OFAC Laws and Regulations, (v) is a Person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, including, without limitation, any Anti-Terrorism Laws, or (vi) would, by virtue of such Person's relationship with Landlord or any affiliate of Landlord, cause all or any portion of the Rent paid hereunder to be other than rents from real property pursuant to Section 856(d) of the Code, as determined in Landlord's sole discretion.

"Prohibited Use" means each of the following uses: (A) any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside of any building on any adjacent parcel; (B) prisons, jails or other detention or correctional facilities; (C) a refining or smelting operation; (D) any mobile home park, trailer court, labor camp, junkyard, or stockyard; (E) any sanitary landfill or dumping, disposing, incineration or waste disposal plant; provided, however, this prohibition shall not be applicable to any garbage compactors serving the Improvements to the extent permitted by

applicable Legal Requirements; (F) any used automobile, truck, trailer, or recreational vehicle business whose primary business is a body shop repair operation or any commercial truck, trailer, or similar equipment business whose primary business is a body shop repair operation; (G) sexually-oriented business such as, but not limited to, x-rated movie or video sales, theater or rental facility, lounge or club featuring nude or semi-nude entertainers or escort service; (H) slaughterhouse or facility for the rendering of animal substances or for the skinning or tanning of animal hides; or (I) the extraction or refining of minerals or hydrocarbons.

"Project" means the renovation and Conversion of the Leased Premises into the Multifamily Project with the intent that at least 75% or more of the rentable floor space of the Leased Premises shall be subleased pursuant to the Residential Subleases; provided, however, in the event that Tenant is unable to obtain necessary approvals or Permits to effectuate the Conversion (including, without limitation, by satisfying the CONH Requirement by the CONH Requirement Outside Date), the term "Project" shall mean the Fallback Project, if approved by Landlord in writing or otherwise required by Landlord in accordance with Section 48.

"Project Budget" has the meaning set forth in the Work Letter.

"Project Plans and Specifications" has the meaning set forth in the Work Letter.

"Project Guaranties" means, collectively, the Completion Guaranty, the Carry Guaranty, the Indemnity Agreement and the Environmental Indemnity, and such other guaranties required to be delivered by Guarantor to Landlord in connection with the construction and completion of the Project in accordance with this Lease.

"Qualified Institutional Lender" means one or more of the following (whether acting in its own capacity or as a fiduciary or representative):

(i) a REIT (defined below) or other real estate investment trust, bank, saving and loan association, investment bank, insurance company, trust company, commercial credit corporation, pension plan, pension fund or pension advisory firm, mutual fund, government entity or plan;

(ii) an investment company, money management firm or "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, as amended, or an institutional "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, as amended, which regularly engages in the business of making loans secured by or owning investments of types similar to the Leased Premises;

(iii) a trustee or servicer in connection with a securitization of a loan (or any portion of a loan) secured directly or indirectly by the Leased

Premises (either in a single-asset securitization or together with other loans in a securitized pool);

(iv) an institution substantially similar to any of the foregoing entities described in clauses (i) or (ii) above, that is regularly engaged in the business of making or owning commercial real estate loans or operating commercial properties; or

(v) an investment fund, limited liability company, limited partnership or general partnership (or other entity) where such Person is not a Prohibited Person and a Person that is otherwise a Qualified Institutional Lender under clauses (i), (ii), or (iv) of this definition is the parent entity of such Person, or otherwise acts as the general partner, managing member or fund manager of such Person,

so long as in all cases under the foregoing clauses (i), (ii), (iii), (iv) and (v) above:

(A) such Person is not an Affiliate of Tenant and neither Tenant nor any Affiliate of Tenant is an administrative or other agent for such Person, is a holder of a note or other evidence of indebtedness evidencing such Person's loan secured by the Leasehold Mortgage or is a participant in or pledgee of any interest in such Person's loan secured by the Leasehold Mortgage;

(B) either (I) such Person on the date when its Leasehold Mortgage is executed and delivered, or on the date of such Leasehold Mortgagee's acquisition of its Leasehold Mortgage by assignment from the previous Leasehold Mortgagee, has total assets of not less than the Qualified Institutional Lender Asset Threshold Amount calculated without regard to the value or cost of the Leased Premises, or (II) such Person has engaged a nationally or regionally recognized commercial servicer to administer and service the Leasehold Mortgage;

(C) such Person is (I) subject to the jurisdiction of the federal courts of the United States of America and the courts of the State of New York and (II) not entitled, directly or indirectly, to diplomatic or sovereign immunity; and

(D) such Person is not a Prohibited Person.

In addition, the Construction Lender shall also be deemed to be a Qualified Institutional Lender with respect to the financing of the Construction of the Project and to the extent that Construction Lender provides permanent or other financing to Tenant with respect to the Leased Premises.

"Qualified Institutional Lender Asset Threshold Amount" means an amount equal to One Billion Dollars ($1,000,000,000), as adjusted for any increase in the Index every five (5) Lease Years.

"Qualified Replacement Guarantor" means shall mean a Person acceptable to Landlord, in its sole but reasonable discretion, that (A) has sufficient financial capacity to fulfill the obligations of the applicable guaranties and indemnities to Landlord (as evidenced by credit and background checks performed by Landlord, and such other financial statements and information reasonably requested by Landlord), which, for purposes of any Qualified Replacement Guarantor on the Project Guaranties shall meet the required Liquidity and Net Worth Threshold, (B) executes applicable guaranties (including the Environmental Indemnity and the Indemnity Agreement) in the form attached to this Lease (or otherwise provided to Landlord during the Term), in each case, in its capacity as guarantor or indemnitor thereunder, (C) has not, at any time in the immediately preceding ten (10) years prior to becoming a guarantor hereunder, been the subject of any bankruptcy, reorganization, insolvency, debtor-creditor or other similar proceeding, or made an assignment for the benefit of creditors, (D) is not a Prohibited Person, and (E) has a direct or indirect ownership interest in the Qualified Transferee proposed as a replacement Tenant hereunder.

"Qualified Transferee" means a Person (i) that has (or whose direct or indirect owners in such Person have, in the aggregate) a net worth (determined in accordance with GAAP consistently applied or other industry standard methods of accounting reasonable acceptable to Landlord) of not less than Forty Million Dollars ($40,000,000), as adjusted for any increase in the Index every five (5) Lease Years, (ii) has the financial capacity to satisfy all of its obligations under the Lease, taking into consideration the monthly rent to be collected from Subleases in effect as of the date that Tenant provides notice to Landlord of the proposed Qualified Transferee, (iii) (A) if the Leased Premises is then being used for the rental of market rate and/or luxury apartment units, such Person (together with its Affiliates, in the aggregate) owns or operates not less than 500 individual market rate and/or luxury apartment units in New York City during the 60-month period preceding any applicable assignment of the Lease to such Person or (B) if the Leased Premises is used for any other Permitted Use, is reputable and it (together with its Affiliates, in the aggregate) has significant experience owning and operating projects similar to the Leased Premises in New York City, as reasonably determined by Landlord, (iii) is not a Prohibited Person, and (iv) is not directly or indirectly Controlled by or under common Control with any Prohibited Person. A Person who is not otherwise a Qualified Transferee due solely to the failure to satisfy clauses (i) and/or (ii) of this definition shall nonetheless be deemed to be a Qualified Transferee if, as of the date of assignment of this Lease to such Person, (x) such Person has retained an asset manager for the Leased Premises and such asset manager is a Person that satisfies the applicable condition(s) in foregoing clauses (i) and/or (ii) of this definition, as the case may be and (y) each of such Person and the asset manager retained by such Person for the Leased Premises satisfies the foregoing clauses (iii) and (iv) of this definition.

"REIT" means a real estate investment trust within the meaning of Section

856 of the Code and the regulations promulgated thereunder.

"Relevant Area" means, collectively, (i) the Columbus Circle area of Manhattan, New York (as is generally bounded as of the Effective Date) and (ii) the Lincoln Square area of Manhattan, New York (as is generally bounded as of the Effective Date).

"Relevant Month" has the meaning set forth in the definition of "Index".

"REMIC Requirements" means any Legal Requirements applicable to any REMIC Trust (including, without limitation, any constraints, rules and/or other regulations and/or requirements relating to the servicing, modification and/or other similar matters with respect to the loan secured by a Fee Mortgage (or any portion thereof and/or interest therein)).

"REMIC Test" means, in the case of Alterations involving any demolition or removal of the Improvements at the Leased Premises (or any other release of the real property interests comprising the Leased Premises), evidence reasonably satisfactory to any Fee Mortgagee whose Fee Mortgage is subject to the REMIC Requirements that, upon (a) completion of such Alteration or (b) the release of such real property interests comprising the Leased Premises, as applicable, the aggregate value of the Land, Landlord's reversionary interest in the Improvements and Landlord's interest under this Lease shall be equal to an amount that is not less than eighty-percent (80%) of the outstanding principal balance of the loan secured by such Fee Mortgage at the time of commencement of such Alteration and shall otherwise satisfy the REMIC Requirements.

"REMIC Trust" means a "real-estate-mortgage investment conduit" within the meaning of Section 860D of the Code that holds the Fee Mortgage.

"Rent" means all Base Rent, Additional Rent and other sums due and payable by Tenant under this Lease.

"Rent Escalation" has the meaning set forth in Section 4(c).

"Rent Regulation Program" has the meaning set forth in Section 7(d).

"Required Substantial Completion Date" has the meaning set forth in the Work Letter.

"Required Rating" means a rating of not less than "A-1" (or its equivalent) from each of S&P and Moody's (or, if no longer issuing ratings, a reasonable replacement selected by Landlord) if the term of such Letter of Credit is no longer than three (3) months or if the term of such Letter of Credit is in excess of three (3) months, a rating of not less than "A" (or its equivalent) from each of S&P and Moody's (or, if no longer issuing ratings, a reasonable replacement selected by Landlord).

"Residential Subleases" means Subleases of individual units in the Leased Premises at market rates, on a form reasonably approved by Landlord and otherwise on arm's length terms and consistent with the Permitted Use.

"Restoration" (in verb form, "Restore") means the repair, replacement, restoration and rebuilding of the Leased Premises after any Condemnation or Casualty as nearly as possible to their value, condition and character existing immediately prior to such Condemnation or Casualty, including, without limitation, any required demolition, planning, and permitting required to complete such Restoration; provided, however, if any Legal Requirements have changed since the date immediately prior to the applicable Condemnation or Casualty or applicable Legal Requirements otherwise do not permit the Leased Premises to be restored to substantially its prior value, condition or character immediately prior to such Condemnation or Casualty, the scope and character of the Restoration shall be subject to Landlord's prior written approval in accordance with Section 13 in connection with a Material Alteration.

"Restoration Fund" has the meaning set forth in Section 14(c).

"RGB" means the New York City Rent Guidelines Board, or any successor agency.

"Right-Size Base Rent" means, as of the Right-Size Event Date, the quotient obtained by *dividing* (x) the quotient obtained by dividing the Trailing 12-Month NOI by 3.65 *by* (y) 110%.

"Right-Size Event" has the meaning set forth in Section 60(a).

"Right-Size Event Date" has the meaning set forth in Section 60(a).

"Right-Size Payment" means shall mean, as of the Right-Size Event Date, (A) if the Trailing 12-Month NOI *divided by* the then-scheduled unabated annual installment of Base Rent due in the sixth (6^{th}) Lease Year is less than 3.65, an amount equal to the lesser of (x) the Minimum Payment and (y) the quotient obtained by dividing $2,000,000 by the Right-Size Yield; or (B) if the Trailing 12-Month NOI divided by the then-scheduled unabated annual installment of Base Rent due in the sixth (6^{th}) Lease Year is equal to or greater than 3.65, an amount equal to $0. For the avoidance of doubt, Exhibit M shall include example calculations of each of the amounts described in clauses (A) and (B) of this definition, in addition to the calculation of the Minimum Payment.

"Right-Size Reduction" has the meaning set forth in Section 60(a).

"Right-Size Yield" means the lesser of (A) 30 Year Treasury plus seventy-five (75) basis points and (B) 3.53%.

"RPIE" shall have the meaning set forth in Section 32(i).

"S&P" means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc.

"Second Party" has the meaning set forth in Section 50(a).

"Seller" means EC 58th Street LLC, a Delaware limited liability company.

"Significant Commercial Sublease" has the meaning set forth in Section 19(m).

"Snap Back Provision" means the provision in Paragraph 4 of the Union MOA, which provides that if the building containing the Leased Premises operates a hotel, or private membership club, or food and beverage operation at the Leased Premises, or if the Multifamily Project offers leases of less than one (1) year, the former Hotel Employees shall be recalled and the Leased Premises shall be subject to the terms and conditions of the IWA and any agreements or practices supplementing the IWA, including the right to daily room clean.

"Special Clinton District Regulations" means the regulations governed by New York City Zoning Resolution Article IX, Chapter 6, in effect on the Effective Date, as the same may be amended, restated and/or supplemented from time to time.

"Special Clinton District" means the geographical location of the Clinton community as set forth in New York City Zoning Resolution Article IX, Chapter 6, as of the Effective Date.

"Special Clinton District Lookback Period" means the statutory lookback period to September 5, 1973, which may be limited by HPD to fifteen (15) years prior to the date of the CONH Application for the Special Clinton District, as required pursuant to the CONH Regulations.

"SRO" means a Single Room Occupancy multiple dwelling, as defined in the New York Multiple Dwelling Law.

"SRO Lookback Period" means the statutory three (3) year period prior to the date of the CONH Application for the SRO, as required pursuant to the CONH Regulations.

"SRO Regulations" means those rules and regulations pertaining to SRO units as provided by the New York State Administrative Code, Multiple Dwelling Law, and Rent Stabilization Code, as the same may be amended, restated and/or supplemented from time to time.

"SRO Tenant" means any tenant occupying an SRO on the Leased Premises. As of the Effective Date, a complete list of all SRO Tenants occupying SROs at the Leased Premises is attached hereto as Exhibit K.

"State" means the State of New York.

"Store Unit" has the meaning set forth in the Condominium Declaration.

"Store Unit Lease" means that certain Standard Form of Store Lease, dated January 1, 1999, by and between Store Unit Owner and Seller (as assignee of Henry Hudson Holdings LLC ("Henry Hudson Holdings"), and recorded on October 27, 1999, in Reel 2979 Page 2172, as amended by that certain unrecorded Amendment to Lease, dated September 30, 1999, as amended by that certain unrecorded Amendment of Lease, dated August 13, 2004, as amended by that certain Assignment and Assumption of Ground Lease in Lieu of Foreclosure, dated November 24, 2020, by and between Henry Hudson Holdings and Seller, and recorded December 4, 2020 as CRFN 2020000344629, as assigned to Store Unit Tenant pursuant to the Store Unit Lease Assignment.

"Store Unit Lease Assignment" means that certain Assignment and Assumption of Lease, dated as of the Effective Date, by and between Seller, as assignor, and Store Unit Tenant, as assignee.

"Store Unit Owner" means A & C West 57 LLC, a New York limited liability company (as successor to Adrienne Schatz (a/k/a Adrienne Wechsler) and Cheryl Hirsch).

"Store Unit Tenant" means 353W57 1704, LLC, in its capacity as the tenant under the Store Unit Lease, together with its successors and assigns.

"Subleases" means all subleases and lettings, written and oral, licenses, concessions, easements, occupancies or any other agreement for use or hire of all or any portion of the Leased Premises, including, without limitation, any Commercial Sublease or Residential Sublease.

"Substantial Completion" has the meaning set forth in the Work Letter.

"Successor Landlord" has the meaning given to such term in Section 11(a)

"Successor Tenant" means: (1) any purchaser, transferee, or assignee of the Leasehold Estate pursuant to a foreclosure or assignment in lieu thereof of any Leasehold Mortgage, including Leasehold Mortgagee or its successor, assignee, designee, or nominee (if applicable); and (2) such purchaser's, transferee's, or assignee's, direct and indirect successors and assigns. Each Successor Tenant must be a Qualified Transferee and, if so, any such Successor Tenant shall also have all rights of Tenant hereunder.

"Supermarket Unit" has the meaning set forth in the Condominium Declaration.

"Taxes" means any and all (a) real estate taxes and assessments (including, without limitation, all business improvement district charges, if any) that are levied or assessed upon or charged with respect to the Leased Premises or any part thereof; (b) personal

property taxes on the Personal Property (it being understood that Tenant shall pay personal property taxes on Personal Property whether or not properly allocable to the Term); (c) rent and occupancy taxes, and any other occupancy and rent taxes, imposed on this Lease or the Rent payable by Tenant hereunder; (d) mortgage recording tax imposed on any Leasehold Mortgage; (e) water, water meter and sewer rents, rates, taxes and charges; (f) transit taxes and vault taxes levied or assessed upon or charged with respect to the Leased Premises; (g) sales taxes, excises and levies; (h) inspection, license and permit fees; (i) charges with respect to police protection, fire protection and street, bridge and highway construction, maintenance and lighting and sanitation supply, if any, levied or assessed upon the Leased Premises; (j) charges for public and private utilities and services (including, without limitation, gas, electricity, steam, light, heat, air-conditioning, power, cable, telephone and other communication, fire alarm and security services) levied or assessed upon the Leased Premises; (k) transfer taxes and recording taxes imposed in respect of the Leasehold Estate (including with respect to the creation of the Leasehold Estate or on any assignment or sublease of this Lease by Tenant); (l) charges and taxes for any easement or agreement maintained for the benefit of any of the Leased Premises; (m) other governmental levies, fees, rents, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, and any interest or costs with respect thereto, that are assessed, levied, confirmed, imposed upon, or would grow or become due and payable out of or in respect of, or charged with respect to, or are encumbrances or liens upon (I) the Leased Premises or any part thereof, (II) any appurtenances of the Leased Premises, (III) any personal property, equipment or other facility used in the operation of the Leased Premises, (IV) the Rent payable by Tenant hereunder, (V) this Lease or the Leasehold Estate, (VI) any document to which Tenant is a party transferring an interest or estate in the Leased Premises or any part thereof, or (VII) the possession, use, occupancy or operation of the Leased Premises or any part thereof by Tenant; (n) any costs (including reasonable attorneys' fees and expenses) incurred by Landlord in connection with any dispute with any taxing authority related to any of the foregoing and (m) interest, costs, fines, penalties and other similar or like governmental charges applicable to any of the foregoing (in each instance, whether foreseen, unforeseen or extraordinary, imposed upon or assessed, prior to or during the Term, against Landlord, Tenant or the Leased Premises as a result of or arising in respect of the occupancy, leasing, use, maintenance, operation, management, repair or possession thereof, or any activity conducted on the Leased Premises, or the Base Rent or Additional Rent, including without limitation, any sales tax, use tax, franchise tax, margin tax, or occupancy tax or excise levied by any governmental body on or with respect to such Base Rent or Additional Rent).

"Tenant" has the meaning given to such term in the Preamble to this Lease.

"Tenant 1" has the meaning given to such term in the Preamble to this Lease.

"Tenant 2" has the meaning given to such term in the Preamble to this Lease.

"Tenant's Architect" has the meaning set forth in the Work Letter.

"Tenant's Equity Contribution" means a $22,148,097.00 of cash equity contributed to Tenant by its Affiliates and/or other investors in Tenant acceptable to Landlord. For the avoidance of doubt, Landlord acknowledges that Tenant's Equity Contribution has been satisfied as of the Effective Date.

"Tenant Key Person(s)" means individually and collectively, as the context may require, Alberto Smeke Saba and Salomon Smeke Saba.

"Tenant Key Person Event" means, at any time during the period beginning on the Effective Date and ending on the achievement of Substantial Completion of the Project, the failure for any reason of at least one (1) of the Tenant Key Persons to (i) Control Tenant, and/or (ii) own at least fifty percent (50%) of the direct and/or indirect interest in Tenant; unless such failure is due to the death or disability of a Tenant Key Person and within sixty (60) days after such death or disability Tenant has provided a permanent replacement Tenant Key Person approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed if such proposed replacement Tenant Key Person (A) has substantial experience in the development, ownership, operation and leasing of properties similar to the Leased Premises that are used for the Permitted Use in accordance with the Applicable Standard and (B) after giving effect to such replacement, Tenant would continue to qualify as a Qualified Transferee (to the extent that immediately prior to such death or disability Tenant was otherwise a Qualified Transferee).

"Tenant Protection Plan" means a plan prepared by Tenant's Architect and/or Construction Manager in compliance with the Tenant Protection Plan guidelines governed by New York City Local Law 106 of 2019 and New York City Local Law 154 of 2017, as the same may be amended from time to time.

"Tenth Floor Buyout Amount" means (i) if the Tenth Floor Purchase Price is less than $8,000,000.00, the Tenth Floor Purchase Price, (ii) if the Tenth Floor Purchase Price is less than or equal to $16,000,000.00 (but greater than $8,000,000.00), an amount equal to $8,000,000.00, and (iii) the Tenth Floor Purchase Price is greater than $16,000,000.00, an amount equal to the sum of (x) $8,000,000.00, *plus* (y) fifty percent (50%) of the amount of the Tenth Floor Purchase Price that is in excess of $16,000,000.00; provided, however, if the Tenth Floor Purchase Option is exercised by Tenant in accordance with Section 47(b), the Tenth Floor Buyout Amount shall not exceed $10,500,000.00 in the aggregate.

"Tenth Floor Escrow Agent" has the meaning set forth in Section 47(d).

"Tenth Floor Landlord" means Hudson 10th Floor LLC, a Delaware limited liability company, as successor to Adrienne Schatz and Cheryl Hirsh, as executrices of the last will and testament of Irving Schatz.

"Tenth Floor Lease" means that certain Lease, dated as of February 11, 1999, by and between Hudson 10th Floor LLC (as successor to Irving Schatz) and Seller

(as assignee of Henry Hudson Holdings), as amended by that certain Assignment and Assumption of Lease, dated February 12, 1999, by and between Ian Schrager Hotels LLC (f/k/a West 57th LLC) and Henry Hudson Holdings, and recorded on March 23, 1999, in Reel 2841 Page 1882, as amended by that certain unrecorded Amendment of Lease, dated August 17, 2004, by and between Irving Schatz and Henry Hudson Holdings, as amended by that certain Assignment and Assumption of Ground Lease in Lieu of Foreclosure, dated November 24, 2020, by and between Henry Hudson Holdings and Seller, and recorded December 4, 2020 as CRFN 2020000344630, as assigned to Landlord pursuant to the Tenth Floor Lease Assignment and as amended, restated, and/or supplemented from time to time in accordance with this Lease.

"Tenth Floor Lease Assignment" means that certain Assignment and Assumption Agreement, by and between Seller and Landlord, dated as of the Effective Date.

"Tenth Floor Lease Term" means the term of the Tenth Floor Lease in accordance with its terms. Landlord and Tenant acknowledge that the Tenth Floor Lease Term commenced on December 1, 1997 and terminates on November 30, 2096.

"Tenth Floor Option Outside Date" has the meaning set forth in Section 47(b).

"Tenth Floor Purchase Option" means the purchase option set forth in Article 31 of the Tenth Floor Lease.

"Tenth Floor Purchase Option Closing Date" means the date upon which the Landlord acquires the Tenth Floor Unit from Tenth Floor Landlord pursuant to the Tenth Floor Lease.

"Tenth Floor Purchase Option Deposit" has the meaning set forth in Section 47(d).

"Tenth Floor Purchase Option Exercise Notice" means the written notice delivered by Landlord to Tenth Floor Landlord to exercise the Tenth Floor Purchase Option in accordance with the Tenth Floor Lease.

"Tenth Floor Purchase Option Valuation Notice" means the written notice delivered by Landlord to Tenth Floor Landlord to commence the procedure for determining the Tenth Floor Purchase price in accordance with the Tenth Floor Lease.

"Tenth Floor Purchase Price" means the purchase price to be paid for the Tenth Floor Unit pursuant to and calculated in accordance with the Tenth Floor Lease.

"Tenth Floor Subtenant" means Tenant, in its capacity as the subtenant under the Tenth Floor Sublease.

"Tenth Floor Sublease" means that certain Sublease, dated as of the date hereof, by and between Landlord, as sublessor, and Tenth Floor Subtenant, as sublessee, as the same may be amended, restated, or supplemented from time to time in accordance with this Lease and the Tenth Floor Sublease.

"Tenth Floor Tenant Purchase Contribution" means (i) if the Tenth Floor Purchase Price is less than or equal to $8,000,000.00, an amount equal to $0.00, (ii) if the Tenth Floor Purchase Price is less than or equal to $16,000,000.00 (but greater than $8,000,000.00), an amount equal to the difference between (x) the Tenth Floor Purchase Price, *minus* (y) $8,000,000.00, (iii) if the Tenth Floor Purchase Price is greater than $16,000,000.00 and less than $20,000,000.00, an amount equal to the sum of (x) $8,000,000.00, *plus* (y) fifty percent (50%) of the Tenth Floor Purchase Price that is in excess of $16,000,000.00, (iv) if the Tenth Floor Purchase Price is greater than $16,000,000.00 and Tenant has exercised the Tenth Floor Purchase Option in accordance with Section 47(b), an amount equal to the difference between (x) the Tenth Floor Purchase Price, *minus* (y) the Tenth Floor Buyout Amount, and (v) if the Tenth Floor Purchase Price is greater than $20,000,000.00 and Landlord exercises the Tenth Floor Purchase Option in accordance with Section 47(b), an amount equal to the sum of (x) $8,000,000.00, *plus* (y) fifty percent (50%) of the Tenth Floor Purchase Price that is in excess of $16,000,000.00, provided that the Tenth Floor Tenant Purchase Contribution shall not exceed $10,500,000.00 in the aggregate.

"Tenth Floor Unit" has the meaning set forth in the Condominium Declaration.

"Term" has the meaning set forth in Section 3.

"Total Loss" means (a) during the last five (5) Lease Years of the Term, (i) a Casualty where the cost of Restoration would exceed twenty-five percent (25%) of the pre-Casualty value of the Improvements (which percentage amount shall be reduced monthly on a pro-rata basis over the applicable five (5) Lease Year period and shall be deemed to be one-one hundred twentieth ($1/120^{th}$) of twenty-five percent (25%) in the last month of the Term) or (ii) a permanent Condemnation of twenty-five percent (25%) or more of the Land or twenty-five percent (25%) or more of the Improvements and/or (b) at any time during the Term, a permanent Condemnation of all or substantially all of the Land or Improvements.

"Total Project Cost" has the meaning set forth in the Work Letter.

"Trailing 12-Month NOI" means, for the twelve (12) months immediately prior to the month in which Right-Size Event Date occurs, the amount equal to (a) all gross income derived from Subleases and other operating income earned from the Leased Premises (determined in accordance with GAAP, but specifically excluding (i) any extraordinary or non-recurring revenues and (ii) any Sublease under which the applicable subtenant thereunder is (A) not paying rent or otherwise in default beyond all notice and cure periods, (B) in bankruptcy and has not affirmed its sublease in the applicable

bankruptcy proceeding, or (C) has expressed its intention (directly, constructively or otherwise) to not renew, terminate, cancel and/or reject its applicable Sublease) during such period, as determined by Landlord in good faith based on reporting provided by Tenant pursuant to this Lease; *minus* (b) all expenditures for Operating Expenses for the Leased Premises over such period, other than Base Rent under this Lease.

"Union MOA" means that certain Memorandum of Agreement, dated March 8, 2022, by CSC Hudson, LLC, as purchaser or employer, and Seller, as seller party, as acknowledged by 32BJ and L94.

"Union MOA Assumption" means that certain Assumption Agreement with respect to the Union MOA, made as of the Effective Date, by and among Landlord, Tenant, CSC Hudson, LLC, Store Unit Tenant and the Hotel Union.

"Union MOA Obligations" has the meaning set forth in Section 57(a).

"Unit Owners" has the meaning set forth in the Condominium Declaration. As of the Effective Date, solely for purposes of the Condominium Documents, the Tenant has been designated by Landlord as the Unit Owner of the EBC Unit and the Modified Hotel Unit.

"Unit Purchase Option" has the meaning set forth in Section 56(c).

"Unit Purchase Option Closing Date" has the meaning set forth in Section 56(c)(ii).

"Unit Purchase Option Documents" has the meaning set forth in Section 56(c)(i).

"Unit Purchase Option Notice" has the meaning set forth in Section 56(c)(i).

"Unit Purchase Price" has the meaning set forth in Section 56(c)(i).

"U.S. Publicly Traded Entity" means any Person other than an individual, the shares or other ownership interests in which are traded on a on at least one stock exchange or in the over the counter market in the United States.

"Work Letter" means the work letter attached hereto as Exhibit C.

2. **Demise of Premises**. Landlord hereby demises and leases to Tenant and Tenant hereby leases and rents from Landlord the Leased Premises, IN ITS "AS IS" CONDITION, SUBJECT TO THE EXISTING STATE OF TITLE (WITHOUT EXPRESS OR IMPLIED WARRANTY OF LANDLORD WITH RESPECT TO THE CONDITION, QUALITY, REPAIR OR FITNESS OF THE LAND FOR A PARTICULAR USE OR TITLE THERETO, ALL SUCH WARRANTIES BEING HEREBY DISCLAIMED BY LANDLORD AND WAIVED AND RENOUNCED BY TENANT). The foregoing disclaimer in this paragraph has been negotiated by Landlord

and Tenant, each being represented by independent counsel, and is intended as a complete negation of any representation or warranty by Landlord, express or implied, with respect to the condition, quality, repair, or fitness of the Leased Premises for a particular use, or title thereto.

3. **Term**. The term ("Term") of this Lease shall commence on the Effective Date and terminate upon the earlier to occur of (x) the day immediately preceding the ninety-ninth (99th) annual anniversary of the Effective Date (the "Expiration Date") or (y) such earlier date as the Lease is terminated pursuant to the terms hereof.

4. **Rent**. Tenant shall pay to Landlord, as annual rent for the Leased Premises during the Term, the following annual base rent ("Base Rent"):

(a) From and after the Effective Date and continuing through the end of the fifth (5th) Lease Year, the annual Base Rent for the EBC Unit and the Modified Hotel Unit shall be $6,000,000.00 (payable in accordance with Section 4(f) below at a rate of $500,000.00 per month) and, from and after the Tenth Floor Purchase Option Closing Date, the Base Rent for the Tenth Floor Unit shall be $400,000.00 per year (payable in accordance with Section 4(f) below at a rate of $33,333.33 per month). From time to time, the aggregate Base Rent for all Units comprising the Leased Premises shall be referred to herein as the Base Rent.

(b) On the first day of each of the sixth (6th) Lease Year and the eleventh (11th) Lease Year, the Base Rent shall increase to an amount equal to one hundred ten percent (110%) of the Base Rent that was in effect for the respective prior Lease Year.

(c) On the first day of every Lease Year, starting with the twelfth (12th) Lease Year (each such date, an "Adjustment Date"), the Base Rent shall increase to an amount equal to one hundred two percent (102%) of the Base Rent that was in effect for the prior Lease Year (each such increase, a "Rent Escalation"), subject to Section 4(d) below.

(d) Commencing on the first day of the twenty-first (21st) Lease Year and continuing every ten (10) Lease Years thereafter (i.e., on the thirty-first (31st) Lease Year, the forty-first (41st) Lease Year, the fifty-first (51st) Lease Year, and so on) (each such Lease Year, a "CPI Adjustment Year"), Base Rent shall increase to the greater of (x) the Base Rent in effect during the immediately preceding Lease Year, increased by the Rent Escalation or (y) the Base Rent for the immediately preceding Lease Year, *multiplied by* (B) the then-applicable CPI Increase Percentage (any such increase, the "CPI Escalation"). Notwithstanding the foregoing, in the event the relevant Index figure for the month referred to in clause (A) of the definition of the CPI Increase Percentage is not available on the applicable Adjustment Date, Tenant shall continue to pay, monthly in advance, the same amount of annual Base Rent as was applicable for the month immediately preceding such Adjustment Date; however, within thirty (30) days after Landlord gives Tenant Notice of any deficiency in Tenant's payments of annual Base Rent for the current period due to unavailability of such relevant Index figures (which

Notice shall be accompanied by the relevant Index figure and the calculation supporting Landlord's statement of deficiency), Tenant shall pay Landlord the amount of such deficiency and shall thereafter pay Landlord, monthly in advance, the new annual Base Rent amount resulting from the calculation stated above. By way of illustration only, attached as Exhibit H are example calculations of the Base Rent for certain CPI Adjustment Years, each based on a hypothetical Index in effect for such Lease Year. Landlord shall provide Tenant with notice of Landlord's calculation of the Base Rent for each CPI Adjustment Year (accompanied by the relevant information on which such calculation is based); provided, however, any failure to provide such notice and information shall not relieve Tenant's obligation to pay Base Rent hereunder.

(e) The foregoing adjustments to the annual Base Rent shall never operate to reduce the annual Base Rent below the amount being paid prior to the most recent Adjustment Date (subject, however, to adjustments made with respect to the Right-Size Reduction in accordance with Section 60).

(f) Base Rent shall be paid by Tenant in equal monthly installments in advance, commencing on the first day of the first month next following the Effective Date and continuing on the same day of each month thereafter during the Term (each such date, a "Base Rent Payment Date"), and Tenant will pay the same to Landlord by wire transfer to the account set forth above, or at such other place in the United States or to such other Person as Landlord may from time-to-time designate in writing, in immediately available funds. If the Effective Date is a day other than the first day of a calendar month, pro rata Base Rent for the period from the Effective Date to the first Base Rent Payment Date shall be added to the Base Rent payment for the first Lease Year and must be paid in advance on the first Base Rent Payment Date (except that if the Effective Date occurs on the first day of a calendar month, the first full monthly installment of Base Rent must be paid on the Effective Date).

(g) If any installment of Base Rent (or any portion thereof) is not paid when due, Tenant will pay Landlord interest on such overdue payment at the Default Rate, accruing from the date such installment of Base Rent was due, and continuing until the same is paid. In addition, if such Base Rent is not paid within three (3) Business Days after the date due more than one (1) time in any calendar year, Tenant shall pay to Landlord a Late Charge on such delinquent amount. No failure by Landlord to insist upon the strict performance by Tenant of Tenant's obligations to pay any interest on amounts overdue or Late Charge pursuant to this Section 4(g) shall constitute a waiver by Landlord of its right to enforce the provisions of this Section 4(g) in any instance of non-payment of Rent thereafter occurring, and nothing contained in this Section 4(g) is intended in any way to reduce or extend the notice and cure periods, if any, provided for in this Lease for non-payment of Rent.

(h) In addition to Base Rent, Tenant shall pay or deposit, as the case may be, as Additional Rent, all other amounts and obligations which Tenant assumes or agrees to pay, deposit, or discharge pursuant to this Lease, together with every fine, penalty, interest and cost Tenant is obligated to pay the party to whom such payment is

due. Landlord and Tenant each agree to cooperate with one another to have all invoices, bills and other statements sent directly to Tenant, and Landlord will forward to Tenant, promptly after Landlord's receipt of same, any such invoices, bills and statements for which Tenant is liable hereunder. Any Additional Rent which is payable directly to Landlord according to this Lease shall be paid in the same manner as Base Rent. If pursuant to any provision of this Lease, Tenant is obligated to pay an item of Additional Rent to Landlord and no due date or payment period therefor is specified herein, then such item of Additional Rent shall be paid by Tenant to landlord within thirty (30) days after Landlord delivers to Tenant a bill therefor.

(i) Simultaneously with its execution of this Lease, Tenant shall pay the amount of $36,850,000 to Seller and Landlord, in connection with Tenant's acquisition of the Personal Property and Landlord's acquisition of the Leased Premises. The portion of this amount that is allocated to the Leased Premises, as provided in Section 5(d), shall be treated as Additional Rent (the "Prepaid Rent"), which Prepaid Rent shall not offset any of Tenant's obligation to pay any other Additional Rent or other Rent due under this Lease during the Term.

5. **Net Lease; True Lease.**

(a) It is the intention of Landlord and Tenant that Base Rent, Additional Rent and all other sums payable by Tenant will continue to be payable in all events, and the obligations of Tenant will continue unaffected, unless the requirement to pay or perform the same are terminated or abated pursuant to an express provision of this Lease. This Lease is an absolute net lease and, notwithstanding any present or future law to the contrary, shall not terminate except as otherwise expressly provided herein, nor shall Tenant be entitled to any abatement, reduction, diminution, set-off, counterclaim, defense or deduction with respect to any Base Rent, Additional Rent or other sums payable hereunder, except as otherwise expressly set forth in this Lease. All costs, expenses and obligations of every kind and nature whatsoever relating to the ownership, operation, management, development, construction, use, or occupancy of the Leased Premises and the appurtenances thereto and the use and occupancy thereof which may arise or become due and payable during the Term in accordance with the provisions of this Lease (whether or not the same shall become payable prior to or during the Term or thereafter, but in each case only if such payment is payable on account of a period occurring during the Term) shall be paid by Tenant except as otherwise expressly provided herein. It is the purpose and intention of the parties to this Lease that the Base Rent due hereunder shall be absolutely net to Landlord and that this Lease shall yield, net to Landlord, the Rent provided in this Lease. The parties intend that the obligations of Tenant hereunder shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations shall have been modified or terminated pursuant to an express provision of this Lease. Notwithstanding the foregoing or anything in this Lease to the contrary, in no event shall Tenant be obligated to pay any of the following (it being agreed that such costs shall be at Landlord's sole cost and expense): (a) principal, interest or other sum due on any Fee Mortgages now or hereafter in effect with respect to the Fee Estate, (b) amounts necessary to discharge any lien or encumbrance on the Fee Estate

unless created or permitted by Tenant, (c) except as otherwise expressly set forth in this Lease to the contrary, legal, accounting or administrative expenses or other out-of-pocket expenses incurred by Landlord in connection with the administration of Landlord's existence or ownership or maintenance of the Fee Estate, including, without limitation, any expenses in connection with Landlord maintaining its corporate existence, (d) any transfer taxes, mortgage recording taxes or other similar taxes payable in connection with a transfer, mortgage or other encumbrance of the Fee Estate occurring after the Effective Date (including, without limitation, any transfer taxes due in connection with a transfer of the Fee Estate in accordance with Section 11 of this Lease), except to the extent any such taxes are payable in connection with Landlord's exercise of its remedies following an Event of Default, as determined in the Landlord's sole discretion, and (e) any expenses expressly required to be paid by Landlord in accordance with the terms of this Lease.

(b) Landlord and Tenant agree that this Lease is a true lease and does not represent a financing arrangement, including for U.S. federal, state and local tax purposes. Landlord holds fee title in and to the Fee Estate, and such title was not acquired or intended to be held as any type of mortgage or security interest. Tenant shall be deemed the owner of the Leasehold Estate. Nothing in this Lease is intended to or shall create a partnership, joint venture, or any other relationship between Landlord and Tenant, except the relationship of ground lessor and ground lessee as aforesaid. Throughout the Term, for non-tax purposes, Landlord shall treat itself as the owner and lessor of the Land and Improvements, and Tenant shall treat itself as the lessee of the Land and Improvements. Throughout the Term, for all U.S. federal, state and local tax purposes, (i) Landlord shall be treated as owner of the Land, Existing Improvements, and any depreciable items funded by Landlord under this Lease, and shall deduct any associated depreciation, and Tenant shall be treated as lessee of the Land and the Existing Improvements, and as owner of the other depreciable items (except to the extent funded by Landlord), (ii) each of Landlord and Tenant shall treat all Rent as rent in respect of the Leased Premises, and (iii) the Improvements and other depreciable items funded, or otherwise made, by Tenant shall not be treated as Rent or any type of substitute for rent. Landlord and Tenant will not take any position inconsistent with this Section 5(b) in any federal, state or local tax returns filed by them.

(c) This Lease is intended by Landlord and Tenant to be an operating lease under GAAP. So long as the substantive terms of this Lease remain unchanged, Landlord shall, at Tenant's sole cost and expense (including reasonable attorney's fees and court costs), cooperate with any reasonable request made by Tenant to amend this Lease, to the extent such amendment is necessary for this Lease to be treated as an operating lease under GAAP. Notwithstanding anything in this Section 5 to the contrary, however, Tenant may elect to treat this Lease as a capital lease under GAAP.

(d) For all U.S. federal, state and local tax purposes, Landlord and Tenant shall treat the Prepaid Rent as a prepayment of Additional Rent that is treated as a loan pursuant to Section 467 of the Code. The amount of the Prepaid Rent shall be the initial principal balance of the loan, and the loan shall be amortized in accordance with the depreciation available to Landlord for federal income tax purposes with respect to a

portion of Landlord's cost basis in the Improvements equal to the Prepaid Rent. Within ninety (90) days after the Effective Date, Tenant shall propose to Landlord its determination of the amount of Prepaid Rent, and a schedule for its accrual. Landlord shall not unreasonably withhold, condition or delay its consent to this proposal, and any reasonable objections shall be worked out in good faith between the parties. The Prepaid Rent shall accrue under this Lease as set forth in a separate agreement between the parties, reflecting the agreed proposal, which agreement shall also set forth further detail regarding the principal, interest and amortization of the loan. If at any time before January 1, 2025, there is a change in the use of any portion of the Leased Premises that causes a change in the mix of recovery classes, Tenant may propose an adjustment to the terms of that agreement (which adjustment shall be subject to Landlord's prior written approval, not to be unreasonably withheld, conditioned or delayed) that reflects that change, as of the month when the change takes effect, with the notional depreciation for that month and subsequent months being determined as provided in Proposed Treasury Regulation § 1.168-2(j)(3). Any dispute regarding any proposal, schedule, agreement or adjustment under this Section 5(d) shall be a Dispute subject to the terms of Section 50.

(e) Tenant shall, at Tenant's sole cost and expense, be responsible for supplying the Leased Premises with electricity, heating, ventilating and air conditioning, water, natural gas, lighting, replacement for all lights, restroom supplies, telephone service, data and internet service, window washing, security service, janitor, pest control and disposal services (including, if applicable, hazardous, medical and biological waste disposal), and any other services consistent with satisfaction of the Applicable Standard. Landlord shall not be in default hereunder or be liable for any Losses directly or indirectly resulting from, nor shall the Base Rent or Additional Rent be abated or a constructive or other eviction be deemed to have occurred by reason of, the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, any failure to furnish or delay in furnishing any such services, whether such failure or delay is caused by accident or any condition beyond the control of Landlord or Tenant or by the making of repairs, alterations or improvements to the Leased Premises, or any limitation, curtailment, rationing or restriction on use of water, electricity, gas or any form of energy serving the Leased Premises, whether such results from mandatory governmental restriction or voluntary compliance with Legal Requirements. Tenant will pay (or cause its subtenants to pay) directly to the proper Governmental Authorities or other third parties charged with the collection thereof all costs of utilities or services used or consumed on the Leased Premises during the Term, when due.

(f) For the avoidance of doubt, no provision of this Lease that restricts or governs the use, occupancy, or maintenance of the Improvements (or otherwise affects the Improvements) shall be deemed to derogate or detract in any way from the provisions of Sections 5(b) – 5(e).

6. **Title and Condition.**

(a) Tenant acknowledges that it is fully familiar with the Leased Premises and the physical condition thereof on the Effective Date, and that the Leased Premises are demised and let to Tenant, and Tenant shall accept the Leased Premises, in the condition and state of repair which exists on the Effective Date "AS IS, WHERE IS, WITH ALL FAULTS" subject to the Permitted Encumbrances, all Legal Requirements and Insurance Requirements, including any existing violation of any thereof, without representation or warranty by Landlord.

(b) Without limiting the effect of Landlord's covenant set forth in Section 6(c), Landlord makes no, and expressly hereby denies any, representations or warranties regarding the condition or suitability of, or title to, the Leased Premises as of the Effective Date. Tenant agrees that (i) no representations, statements or warranties, express or implied, have been made by or on behalf of Landlord in respect of the Leased Premises, the status of title thereof, the physical condition thereof (including, without limitation, the presence or absence of Hazardous Materials), the zoning or other laws, regulations, rules and orders applicable thereto, or the use that may be made of the Leased Premises, (ii) Tenant has relied on no such representations, statements or warranties, and (iii) Landlord shall in no event whatsoever be liable for any latent or patent defects in the Leased Premises.

(c) Upon the expiration or earlier termination of this Lease, Tenant's leasehold interest in the Improvements shall terminate and title to all such Improvements shall remain with Landlord, free and clear of all claims by, through or under Tenant, without further action on the part of either party. Tenant shall upon expiration or earlier termination of the Term, deliver the Leased Premises and all Improvements to the possession and use of Landlord, without delay and in good order, condition and repair, ordinary wear and tear and (subject to the terms of this Lease) Casualty and Condemnation excepted, and in a broom clean, free of Hazardous Materials to the extent required by this Lease, free and clear of liens and encumbrances other than Permitted Encumbrances, and in reasonably safe condition. Tenant shall not remove any of the Improvements during the Term (except in conjunction with the making of Alterations permitted pursuant to and made in accordance with this Lease) or upon the expiration or termination of this Lease.

7. **Taxes; Insurance and Legal Requirements.**

(a) Subject to the provisions of Section 20, Tenant will pay directly to the applicable Governmental Authority, and discharge all Taxes or installments thereof prior to delinquency and assessment of any interest or penalties for late payment. Landlord will promptly deliver to Tenant any bill or invoice it receives with respect to the Taxes. Notwithstanding anything in this Lease to the contrary, nothing in this Lease will obligate Tenant to pay, and the term "Taxes" shall not include, federal, state or local (i) capital stock or similar taxes, if any, of Landlord, (ii) income (including, without limitation, city, state and federal), excess profits, gross receipts or other taxes, if any, of Landlord, determined on the basis of or measured by its net income, or (iii) any estate, inheritance, succession, gift, capital levy, corporate franchise or similar taxes, except to

the extent that any such taxes are levied or assessed in lieu of or in substitution for any other tax or assessment upon or with respect to any of the Leased Premises which, if such other tax or assessment were in effect on the Effective Date, would be payable by Tenant. In the event that any assessment against any of the Leased Premises may be paid in installments, Tenant will have the option to pay such assessment in installments; and in such event, Tenant will be liable only for those installments (and all resulting interest thereon) that become due and payable in respect of the Term or the period prior to the Term. Tenant will prepare and file all reports and returns required by applicable Governmental Authorities. Tenant is hereby authorized by Landlord to request, from the applicable Government Authorities having jurisdiction over the Leased Premises, that any and all Tax bills be sent directly to Tenant. Tenant shall furnish to Landlord upon request reasonable evidence of the payment of such Taxes, including receipted tax bills from the appropriate taxing authority, when and if available.

(b) If at any time during the Term, the methods of taxation prevailing at the Effective Date shall be altered so that in lieu of or as a substitute for (and designated as such) the whole or any part of the taxes, assessments, levies, impositions or charges now levied, assessed, or imposed on real estate and the improvements thereon, there shall be levied, assessed and imposed on Landlord, (i) a tax, assessment, levy, imposition or charge, wholly or partially as a capital levy or otherwise, on the rents received therefrom, (ii) a tax, assessment, levy, imposition or charge measured by or based in whole or in part upon the Leased Premises, or (iii) a license fee measured by any portion of the Rent payable by Tenant under this Lease, then all such taxes, assessments, levies, impositions or charges or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof, but only to the extent that the same would be payable if the Leased Premises was the only property of Landlord subject to the same and the income from the Leased Premises was the only income of Landlord. Any Taxes relating to a fiscal period of a Governmental Authority, a part of which period is included within the Term and a part of which period is prior to the Effective Date or subsequent to the Expiration Date, shall (whether or not such Taxes shall be assessed, levied, confirmed, imposed upon or in respect of or become a lien upon the Leased Premises or any portion thereof, or shall become payable, during the Term) be apportioned between Landlord and Tenant as of the Effective Date or Expiration Date, as applicable, so that Tenant shall pay such Taxes in the proportion that the portion of such fiscal period included in the Term, inclusive of the Effective Date or Expiration Date, as applicable, bears to the entire fiscal period, and Landlord shall pay the remainder thereof. Landlord hereby authorizes Tenant to make, on Landlord's behalf, all payments to be made by Tenant to Persons other than Landlord pursuant to any of the provisions of this Lease directly to such Persons.

(c) Tenant will cause the Leased Premises to comply with and conform to all of the Legal Requirements and Insurance Requirements, and Tenant will promptly comply with and conform to any such requirements, subject to the provisions of Section 20 hereof. During the Term, Tenant shall be responsible for obtaining all Permits of all Governmental Authorities which are necessary for the use and operation of its business at the Leased Premises. Tenant shall, upon request therefor, deliver to Landlord a true

and complete copy of each such permit, license and approval theretofore obtained by Tenant during the Term and not previously delivered to Landlord. Tenant, at Tenant's expense, shall procure and maintain (or cause to be procured and maintained) any and all certificates of occupancy (or amended certificates of occupancy) required in connection with the use and occupancy of the Leased Premises for the Permitted Use. Tenant shall not at any time use or occupy (or permit to be used or occupied) the Leased Premises in violation of the certificate of occupancy issued for the Improvements.

(d) Except for the SRO Regulations, Special Clinton District Regulations and CONH Regulations affecting the Leased Premises as of the Effective Date, Tenant shall not voluntarily, without the prior written consent of Landlord, apply or cause the Land or any portion of the Leased Premises to be submitted for application to, or cause the Land or any portion of the Leased Premises to be subject to: (1) any tax exemption or similar program; (2) any rent regulation or similar program; and/or (3) any program or legal structure that would be reasonably likely to (x) impose any restrictions on the use of the Improvements and/or Land or any portion thereof and/or (y) restrict cash flow with respect to the Improvements and/or Land or any portion thereof and/or (z) impair the value of the Improvements and/or Land or any portion thereof (the programs and structures set forth in clauses (1), (2) and/or (3) hereof, each, a "Rent Regulation Program"). For the avoidance of doubt, the term Rent Regulation Program shall include, without limitation, (i) the Rent Stabilization Law of 1969 (Administrative Code of the City of New York §26-501), (ii) the New York City Rent Stabilization Code (9 NYCRR 2520.1 et. seq.); (iii) the New York City Rent and Rehabilitation Law (Administrative Code of the City of New York Sections §26-401 et. seq.); (iv) the Emergency Tenant Protection Act of 1974 (McKinney's Unconsolidated §8621 et. seq.); (v) New York City Local Law of 1994 (Local Law 1994, No. 4); (vi) the 1993 Rent Regulation Reform Act (L. 1993, ch. 253); (vii) the Rent Regulation Reform Act of 1997 (L. 1997, ch. 116); (viii) New York City Rent and Eviction Regulations (9 NYCRR 2200 et. seq.); (ix) New York Consolidated Laws, Penal Law §241.00 and §241.05, Administrative Code of the City of New York §27-2115 and Housing Maintenance § 27-2004; (x) the 421-a Program; (xi) the Housing Stability and Tenant Protection Act of 2019; and (xii) the New York City Zoning Resolution §§23-154 and 23-90 et. Seq., all as the same may have been or hereafter may be amended from time to time, together with any other applicable laws, rules, orders, regulations, ordinances, judgments, decrees, injunctions, permits or requirements of any Governmental Authority having jurisdiction over the issue or matter in question (including, without limitation, DHCR and the RGB) and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Tenant, at any time in force affecting the Leased Premises or any part thereof which, in the case of each of the foregoing, relate to the rental of residential apartment units. Tenant shall not be deemed to be in breach of the provisions of this Section 7(d) to the extent that a Rent Regulation Program was instituted by statute or by a Governmental Authority without Tenant's direct or indirect consent, support or solicitation, provided, however, that in such event Tenant shall be obligated to provide written notice to Landlord of such Rent Regulation Program as soon as Tenant believes it reasonably likely to affect the Leased Premises and shall keep Landlord informed of the status of the Rent Regulation Program once instituted; provided,

however, if a CONH Application Denial, CONH Exemption Denial or Finding of Harassment is received with respect to all or any portion of the Leased Premises and Tenant has the ability to cure same by submitting a portion of the Leased Premises to a Rent Regulation Program, any such modification to the Multifamily Project shall be subject to Landlord's prior written approval (to be given or withheld in Landlord's sole and absolute discretion). Tenant represents and warrants to Landlord that as of the Effective Date, neither the Land, Leased Premises nor any portion thereof is subject to any Rent Regulation Program except for the SRO Regulations, Special Clinton District Regulations, and CONH Regulations. Landlord acknowledges and agrees that the Union MOA, the IWA, the 32BJ Agreement and the L94 Agreement are not and shall not constitute, for purposes of this Lease, a Rent Regulation Program.

(e) Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement, Tenant shall be permitted without Landlord's approval or consent, to submit this Lease for a CRT Exemption. Landlord agrees to reasonably cooperate with Tenant to provide such information or documentation as may be necessary for Tenant to qualify the Lease for a CRT Exemption, provided that (i) any such information or documentation does not modify any of the material provisions of this Lease or otherwise increase any of Landlord's obligations hereunder or decrease any of Landlord's rights hereunder and (ii) any out-of-pocket costs or expenses incurred by Landlord in connection with its cooperation under this Section 7(e) shall be Additional Rent hereunder and paid by Tenant to Landlord within thirty (30) days following written demand therefor.

(f) Upon the reasonable request of Landlord, Tenant shall, to the extent it is legally entitled to do so, deliver to Landlord duly executed copies of any form prescribed by applicable Legal Requirements as a basis for claiming exemption from or a reduction in any U.S. federal withholding tax, together with such supplementary documentation as may be prescribed by applicable Legal Requirements, to permit Landlord to determine the withholding or deduction required to be made.

8. **Use.**

(a) Tenant, and any subtenant of Tenant, may use the Leased Premises for the Permitted Use and for no other purpose without the written consent of Landlord. In no event will the Leased Premises be used for any purpose that violates any provision of any recorded covenants, restrictions or agreements applicable to the Leased Premises (excluding any entered into by Landlord in violation of this Lease). Tenant will observe, perform and comply with and carry out the provisions of any recorded covenants, restrictions or agreements, required therein to be observed and performed by Landlord and which are capable of being performed by Tenant (excluding any entered into by Landlord in violation of this Lease). Landlord shall not, after the date of this Lease, enter into any voluntary covenants, restrictions or agreements applicable to the Leased Premises which would impose any obligation or restriction with respect to the use, operation, leasing, subleasing, renting, licensing, development, management or transfer or other aspect of the Leased Premises or the Leasehold Estate (or the lessee thereof) or

would increase the obligations or decrease the rights of Tenant under this Lease in any material respect, or would increase the obligations or decrease the rights of the SRO Tenants or the subtenants permitted by this Lease in any material respect, and, in all events, any such covenants, restrictions or agreements shall be subject and subordinate to the Leasehold Estate hereunder and Tenant shall not be bound thereby; provided, however, the foregoing shall in no way limit Landlord's right to encumber the Fee Estate with any Fee Mortgage in accordance with Article 11, provided the same does not impact any of Tenant's rights or obligations hereunder and does not encumber, collateralize, securitize, impose a lien upon or affect the Leasehold Estate (or any portion thereof), or permit any encumbrance, lien or other security interest to be recorded or filed against Tenant's interest in the Leased Premises or the Leasehold Estate, nor adversely impact any of the rights or obligations of the SRO Tenants or the subtenants permitted by this Lease.

(b) Tenant will not permit any unlawful occupation, business or trade to be conducted on any of the Leased Premises or any use to be made thereof contrary to applicable Legal Requirements or Insurance Requirements. Tenant will not knowingly use, occupy or permit any of the Leased Premises to be used or occupied, nor do or permit anything to be done in or on any of the Leased Premises, in a manner which would (i) violate any certificate of occupancy, zoning compliance certificate, or equivalent certificate affecting any of the Leased Premises, (ii) make void or voidable any insurance which Tenant is required hereunder to maintain then in force with respect to any of the Leased Premises, (iii) adversely affect in any material manner the ability of Tenant to obtain any insurance which Tenant is required to furnish hereunder, (iv) cause any injury or damage to any of the Improvements (other than for Alterations permitted under this Lease), or (v) constitute a public or private nuisance or waste.

(c) Tenant shall not knowingly use, suffer or permit the Leased Premises, or any portion thereof, to be used by Tenant, any third party or the public, as such, without restriction or in such manner as might adversely affect Landlord's title to or interest in the Leased Premises, or in such manner as might make possible a claim or claims of adverse possession by the public, as such, or third Persons, or of implied dedication of the Leased Premises, or any portion thereof.

(d) Tenant shall not subject all or any part of the Leased Premises or Leasehold Estate to any additional condominium or cooperative form of ownership except as exists as of the Effective Date pursuant to the Condominium Documents.

(e) Landlord may enter upon and examine any of the Leased Premises at reasonable times after reasonable notice (no less than two (2) Business Days' prior Notice) and during business hours and exercise any rights and privileges granted to Landlord under the provisions of this Lease, so long as Landlord does not unreasonably interfere with Tenant's, any SRO Tenant's or any subtenant's use and enjoyment of the Leased Premises. During an emergency, Landlord's access to the Leased Premises will not be restricted as provided in the immediately preceding sentence.

9. **Maintenance and Repair.**

(a) Subject to Sections 14 and 16 hereof, at Tenant's sole cost and expense, will at all times, keep and maintain the Leased Premises and all Tenant's Personal Property in good condition, repair, and appearance and otherwise in such order and repair as is consistent with the Applicable Standard (including, without limitation, the sidewalks, grounds, roof and all roof components, plazas, vaults, foundations, railings, gutters, alleys and curbs in front of or adjacent to the Leased Premises, plumbing, water, sewer, and gas connections, pipes, and mains, electrical components, equipment, landscaping, parking facilities and parking areas (if any), walls (interior and exterior), footings, foundations and structural components of the Leased Premises) and any standard of operation required by the Condominium Documents, and will promptly make all repairs and replacements (substantially equivalent in quality and workmanship to the original work) of every kind and nature, whether foreseen or unforeseen, structural and nonstructural, ordinary and extraordinary, which may be required to be made upon or in connection with any of the Leased Premises in order to keep and maintain the Leased Premises in good condition and repair. Tenant will do or cause others to do all shoring of the Leased Premises or of foundations and walls of the Improvements and every other act reasonably necessary or appropriate for preservation and safety thereof, by reason of or in connection with any excavation or other building operation upon any of the Leased Premises (and, if applicable, do so in accordance with any requirements set forth in the Condominium Documents), whether or not Landlord, by reason of any Legal Requirements or Insurance Requirements, is required to take such action or is liable for failure to do so. Landlord will not be required to make any repair, whether foreseen or unforeseen, or to maintain any of the Leased Premises in any way, and Tenant hereby expressly waives the right to make repairs at the expense of the Landlord, which right may otherwise be provided for in any Legal Requirements now or hereafter in effect. Tenant will, in all events, make all repairs for which it is responsible hereunder promptly, and all repairs will be in a good, proper and workmanlike manner. Landlord may, upon two (2) Business Days' prior Notice, inspect or cause independent private inspectors to make inspections of the Leased Premises to determine Tenant's compliance with this Section 9, so long as Landlord does not unreasonably interfere with Tenant's, any SRO Tenant's or any subtenant's use and enjoyment of the Leased Premises. Except as otherwise set forth in the Work Letter, Tenant shall pay the cost of one (1) such inspection at the Leased Premises by or on behalf of Landlord in each calendar year, not to exceed $5,000.00 (as adjusted for any increase in the Index every five (5) Lease Years); provided, however, if such inspection by Landlord reveals that the Leased Premises or any portion thereof is not in the condition required by this Lease or any Event of Default is continuing, then Tenant shall pay for such additional inspections performed by Landlord to the extent reasonably necessary under the circumstances. All maintenance and repairs performed or made by or on behalf of Tenant as required hereunder shall be made in compliance with all applicable Legal Requirements and Insurance Requirements.

(b) If Tenant is in default under any of the provisions of this Section 9, then Landlord may, after thirty (30) days' written notice to Tenant and failure of Tenant

to commence to cure such default during said period or to diligently prosecute such cure to completion once begun (provided that in the event of an emergency, Landlord shall notify Tenant contemporaneously with such entrance), do whatever is necessary to cure such default as may be reasonable under the circumstances for the account of and at the expense of Tenant. All actual and reasonable out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred by Landlord or any Fee Mortgagee, together with interest thereon at the Default Rate from the date of Landlord's payment or incurring of the costs and expenses to and including the date of reimbursement to Landlord by Tenant, will constitute Additional Rent payable by Tenant under this Lease and will be paid by Tenant to Landlord within ten (10) days after written demand providing documentation supporting the applicable costs and expenses incurred. The foregoing provisions will in no way reduce or lessen Tenant's responsibilities and liabilities under this Lease pertaining to the maintenance and repair of the Leased Premises.

(c) Tenant will from time-to-time replace with other similar operational equipment or parts any of the mechanical systems or other equipment included in the Improvements and required for the operation of the Leased Premises which (i) become worn out, or unusable for the purpose for which it is intended, (ii) is taken by a Condemnation as provided in Section 14, or (iii) is lost, stolen, damaged or destroyed as provided in Section 16. Tenant will repair at its sole cost and expense all damage to the Leased Premises caused by the removal of equipment or any other Personal Property of Tenant at any time, including upon expiration or earlier termination of this Lease.

(d) Tenant shall maintain on the Leased Premises, and to the extent in Tenant's possession, turn over to Landlord upon expiration or termination of this Lease, then current operating manuals and original warranties (to the extent applicable) for the equipment then located on the Leased Premises specifically excluding, in all cases, trade fixtures of Tenant and any subtenant at the Leased Premises which may be and which are subsequently removed by Tenant upon expiration or earlier termination of this Lease.

(e) Tenant shall not cause, suffer, or permit, and shall use all reasonable precaution to prevent any intentional, physical and material waste, damage or injury to the Leased Premises or any overloading of the floors therein, and Tenant shall not knowingly and intentionally create or allow any condition that would invalidate any insurance required under this Lease.

(f) It is intended by Tenant and Landlord that Landlord shall have no obligation in any manner whatsoever, to alter, replace, Restore, repair, or maintain the Leased Premises (or any fixture or equipment therein), whether structural or nonstructural, to demolish the Existing Improvements, or to furnish any services, utilities, or facilities whatsoever to the Leased Premises, all of which obligations are intended, as between Landlord and Tenant, to be those of Tenant. Tenant expressly waives the benefit of any statute or other Legal Requirement now or in the future in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate

this Lease because of Landlord's failure to keep the Leased Premises in good order, condition and repair.

10. **Mechanic's Liens.**

(a) Subject to Section 20 and this Section 10, Tenant will not, without Landlord's prior written consent, permit any lien, easement, license or other encumbrance to be recorded or filed against the Fee Estate or Leased Premises, on the Rent payable by Tenant under this Lease, or any equipment, materials or other Personal Property supplied to the Leased Premises at the request of Tenant, or anyone holding the Leased Premises, or any portion thereof, through or under Tenant, other than the Permitted Encumbrances and if any such mechanic's, laborer's, materialmen's or other lien shall at any time be filed or recorded against the Leased Premises, or any portion thereof, Tenant shall cause the same to be discharged of record or bonded over by payment, deposit, bond, order of a court of competent jurisdiction or otherwise within thirty (30) days after the date of the filing or recording of the same.

(b) All materialmen, contractors, artisans, engineers, mechanics, laborers and any other Person now or hereafter furnishing any labor, services, materials, supplies or equipment to Tenant with respect to the Leased Premises, or any portion thereof, are hereby charged with Notice that they must look exclusively to Tenant to obtain payment for any lien. Notice is hereby given that Landlord shall not be liable for any labor, services, materials, supplies, skill, machinery, fixtures or equipment furnished or to be furnished to Tenant upon credit, and that no mechanic's lien or other lien for any such labor, services, materials, supplies, machinery, fixtures or equipment shall attach to or affect the estate or interest of Landlord in and to the Leased Premises, or any portion thereof.

(c) Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Leased Premises or any part thereof, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of materials that would give rise to the filing of any lien against the Fee Estate or any assets of Landlord. Landlord shall be entitled to post and maintain on the Leased Premises any notices of nonresponsibility provided for under applicable Legal Requirements, and to inspect (without obligation) the Leased Premises in relation to the construction at all reasonable times and upon reasonable prior notice.

(d) If Tenant fails to cause any lien described in Section 10(a) to be discharged within the period required thereunder, in addition to any other right or remedy, Landlord may after providing Notice to Tenant, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action

for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord, with all actual out-of-pocket costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the Default Rate from the respective dates of Landlord's making of the payment or incurring of the costs and expenses to and including the date of reimbursement to Landlord by Tenant, shall be paid by Tenant to Landlord within ten (10) days after Landlord's demand therefor, along with documentation supporting the applicable costs and expenses incurred.

11. **Landlord's Right to Mortgage; Landlord's Right to Transfer.**

(a) Landlord shall have the absolute and unconditional right, without the consent of Tenant, to freely, sell, assign, or transfer, at any time and from time to time, its fee title in the Land subject to the Lease and to transfer and assign its rights, titles and interests in this Lease to such transferee, assignee, or purchaser (including, without limitation, any Fee Mortgagee) (any such transferee, assignee, or purchaser, a "Successor Landlord"); provided, however, that Landlord shall provide Tenant Notice of any such sale and transfer within thirty (30) days after consummation and closing thereof. Upon any such sale, assignment, or transfer, Tenant shall attorn to any such Successor Landlord and upon such attornment, this Lease shall continue in full force and effect upon all of the terms, conditions and covenants as are set forth in this Lease. A Successor Landlord shall be and hereby is relieved and freed of all obligations of Landlord under this Lease first accruing and/or occurring after such transfer, provided that such Successor Landlord has assumed and agreed to perform and observe, in writing, all obligations of Landlord herein during the period it is the holder of Landlord's interest under this Lease (subject to the provisions hereof), but the foregoing shall not be construed to relieve any fee owner for any period of time from the full and prompt payment, performance and observance of the covenants, obligations and conditions to be paid, performed and observed by such fee owner under this Lease during the period that such fee owner is Landlord under this Lease. Without limiting the generality of the foregoing, a Successor Landlord shall not be: (i) liable for any previous act or omission of Landlord (or its predecessor in interest) under this Lease which have first accrued or occurred prior to the date on which the Successor Landlord acquires title to the Fee Estate (but the foregoing shall not abrogate the obligation of Successor Landlord with respect to a continuing default of Landlord which, and to the extent, continue following such acquisition of the Fee Estate by Successor Landlord); (ii) bound by any previous modification of this Lease, not expressly provided for in this Lease or bound by any previous payment of Base Rent, Additional Rent or sums paid more than one (1) month in advance, unless such modification or prepayment shall have been expressly approved in writing by the Fee Mortgagee; (iii) responsible for any monies then owing by Landlord to the credit of Tenant (other than those of a continuing nature and solely to the extent such amounts have actually been received by or are in the control of the Successor Landlord); (iv) subject to any credits, offsets, claims, defenses, abatements, demands or counterclaims which Tenant may have against Landlord (or its predecessors in interest) not expressly set forth in this Lease and which have theretofore accrued as of the date of the acquisition of the Fee Interest by Successor Landlord; (v) bound by any covenant to

undertake or complete any construction except as expressly set forth in this Lease or as expressly assumed by such Successor Landlord; and (vi) required to account for any security or other deposit other than any such deposit that is actually delivered to the Successor Landlord.

(b) The foregoing provisions of Section 11(a), are intended to be self-operative and no confirmation shall be required from Tenant in order to effectuate same, provided, however, upon reasonable request made by any transferor of the interest of Landlord under this Lease, Tenant will deliver an acknowledgement or other instrument reasonably acceptable to Tenant in which Tenant confirms the release of any transferor from liability under this Lease accruing from and after the date of such sale, transfer, or assignment.

(c) Subject to the foregoing terms and conditions of Section 8(a), Landlord has the absolute right, without the consent of Tenant, to encumber by mortgage, pledge, deed of trust, security agreement or other instrument in the nature thereof, including, without limitation, any modification, amendment, spreader, consolidation or renewal of any of the foregoing (a "Fee Mortgage"), any of Landlord's right, title or interest in the Fee Estate and/or this Lease (excluding the Improvements and other property of Tenant but may include Landlord's reversionary interest in the Improvements), which may include a pledge by direct or indirect owner of Landlord of its interest in Landlord; provided that any such Fee Mortgage shall at all times during the Term be subject to this Lease and subordinate to the rights, titles and interests of Tenant, any SRO Tenant and any Leasehold Mortgagee arising by virtue of this Lease (and any New Lease executed pursuant to the provisions of this Lease). The provisions of this Section 11(c) shall be self-operative, and no instrument of any such attornment shall be required or needed by the holders of any such mortgage (a "Fee Mortgagee"); provided, however, (i) Tenant shall execute, acknowledge and deliver any documents reasonably requested by Landlord, any such transferee or Fee Mortgagee relating to such assignment of this Lease by Landlord or the Fee Mortgage financing thereof, without imposing any additional obligations upon or limiting any rights of Tenant hereunder or any SRO Tenant, and (ii) Landlord shall (or shall cause its Fee Mortgagee or such transferee, as the case may be, to) execute, acknowledge and deliver any documents reasonably requested by Tenant or any Leasehold Mortgagee confirming or otherwise evidencing such assignment of this Lease by Landlord or the Fee Mortgage financing thereof, as the case may be.

(d) If Landlord or a Fee Mortgagee gives Tenant Notice of the name and address of a Fee Mortgagee, then Tenant shall thereafter give to any such Fee Mortgagee copies of all Notices sent by Tenant to Landlord under this Lease at the same time and in the same manner as and whenever Tenant shall give any such Notice to Landlord, and no such Notice shall be deemed given to Landlord hereunder unless and until a copy of such Notice shall have been so delivered to such Fee Mortgagee. Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written Notice, specifying the default in reasonable detail, to any Fee Mortgagee whose address has been given to Tenant, and affording such Fee Mortgagee

a reasonable opportunity (thirty (30) days from the date of such Notice in the case of a monetary default and sixty (60) days in the case of any nonmonetary default) to perform Landlord's obligations hereunder. No nonmonetary default by Landlord under this Lease shall exist or shall be deemed to exist (i) as long as such Fee Mortgagee, in good faith, shall have commenced to cure such default and shall be prosecuting the same to completion with reasonable diligence, subject to Force Majeure, or (ii) if possession of the Leased Premises is required in order to cure such default, or if such default is not susceptible of being cured by such Fee Mortgagee within the period described above, as long as such Fee Mortgagee, in good faith, shall have notified Tenant that such Fee Mortgagee intends to institute proceedings under the Fee Mortgage to acquire possession of the Leased Premises, and, thereafter, within thirty (30) days of the giving of such notice, commences such proceedings and shall prosecute same with reasonable diligence and continuity and upon obtaining such possession, commences promptly to cure the default and prosecutes the same to completion with reasonable diligence. In the event of the termination of this Lease by reason of Landlord's default hereunder, upon such Fee Mortgagee's written request, given within thirty (30) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to such Fee Mortgagee or its designee or nominee a new lease of the Leased Premises for the remainder of the Term of this Lease upon all of the same terms, covenants and conditions of this Lease; provided, that, concurrently therewith, such default of Landlord is cured to the extent such default (x) is not a default which is personal to Landlord, and (y) is still continuing notwithstanding such termination of the Lease. Neither such Fee Mortgagee nor its designee or nominee shall become liable under this Lease unless and until such Fee Mortgagee or its designee or nominee becomes, and then only for so long as such Fee Mortgagee or its designee or nominee remains, the fee owner of the Leased Premises. Such Fee Mortgagee shall have the right, without Tenant's consent, to foreclose the Fee Mortgage or to accept a deed in lieu of foreclosure of such Fee Mortgage and to convey Landlord's interests hereunder to the purchaser at such foreclosure sale or pursuant to a deed-in-lieu thereof, in either case subject to the terms of this Lease.

(e) Landlord will give Tenant and Leasehold Mortgagee prior written notice of Landlord's intention to mortgage or pledge its interest in this Lease promptly upon electing to do so. In no event may Landlord mortgage or pledge its interests in this Lease to any Prohibited Person. The joint and several liability of Landlord and any immediate and remote successor in interest of Landlord (by assignment or otherwise), and the due performance of the obligations of this Lease on Landlord's part to be performed or observed, will not in any way be discharged, released or impaired by any (A) stipulation which extends the time within which an obligation under this Lease is to be performed, (B) waiver of the performance of an obligation required under this Lease, or (C) failure to enforce any of the obligations set forth in this Lease.

(f) In no event shall the acquisition of title to the Fee Estate by a purchaser which, simultaneously therewith, leases the entire Fee Estate back to the seller thereof or its designee, be treated as an assumption, by operation of law or otherwise, of Landlord's obligations hereunder. Notwithstanding the foregoing, Landlord shall at all

times be the owner of the Fee Estate (rather than merely a tenant pursuant to a ground lease of the Fee Estate) without the consent of Tenant, not to be unreasonably withheld, conditioned or delayed provided that such structure does not materially and adversely impact Tenant or the Leasehold Estate.

(g) Subject to Section 11(d), the Fee Mortgagee shall have the right, but not the obligation, through Landlord or as a Successor Landlord, to perform on behalf of Landlord any covenant or agreement under this Lease to be performed by Landlord by reason of being a Fee Mortgagee (or by power of attorney to the extent necessary and enforceable), and Tenant shall accept such performance by any Fee Mortgagee, as if performed by Landlord, and the Fee Mortgagee shall have the right to exercise any and all rights of Landlord under this Lease (through Landlord or as a Successor Landlord); provided, however, that such performance or exercise by the Fee Mortgagee shall not, prior to the Fee Mortgagee's succession to Landlord's interest in the Leased Premises through any Foreclosure Event, operate to place responsibility for the control, care, management or repair of the Leased Premises upon the Fee Mortgagee or impose responsibility for the carrying out of the terms and conditions of this Lease, nor shall the Fee Mortgagee be responsible for or liable therefor.

(h) Tenant shall not unreasonably withhold, condition or delay its consent to any modifications to this Section 11 and other provisions of this Lease relating to the rights of a Fee Mortgagee (including any prospective Fee Mortgagee that becomes a Fee Mortgagee contingent upon such modification), that are reasonably requested by a Fee Mortgagee (or prospective Fee Mortgagee), provided that (i) Landlord pays Tenant's reasonable, out-of-pocket costs and expenses in connection with any such modification (including, without limitation, reasonable attorneys' fees and disbursements) and (ii) any such modification does not (x) adversely affect the rights, benefits or protections of Tenant or any Leasehold Mortgagee under this Lease (or any SRO Tenant) or increase the obligations or Tenant under this Lease, (y) alter in any way the amount or time for payment of any Base Rent, Additional Rent or other sum payable hereunder, the Term, or any security required to be provided under this Lease, (z) result in any termination hereof prior to the end of the Term or (aa) require this Lease or the Leasehold Estate or any Leasehold Mortgage to be subordinate to the rights of the Fee Mortgagee (or a prospective Fee Mortgagee).

(i) Except as expressly provided in this Lease by reason of the occurrence and continuance of an Event of Default, Tenant's tenancy and Tenant's rights under this Lease shall not be disturbed, terminated or otherwise adversely affected, nor shall this Lease be affected, by any default under any Fee Mortgage or other documents related thereto, and in the event of a foreclosure or other enforcement of any Fee Mortgage, or sale in lieu thereof, the purchaser or transferee at such foreclosure sale shall be bound to Tenant for the Term, the rights of Tenant under this Lease shall expressly survive, and this Lease shall in all respects continue in full force and effect so long as no Event of Default which, in accordance with the terms hereof affords Landlord an express right to terminate this Lease, if at all, has occurred and is continuing. Tenant shall not be named as a party defendant in any such foreclosure suit, except as may be required by

Legal Requirements. Any Fee Mortgage shall provide, in effect, that so long as this Lease is in full force and effect, any insurance proceeds and Condemnation Award shall be permitted to be used for restoration in accordance with the provisions of this Lease.

12. **Tenant's Right to Mortgage.**

(a) Tenant shall from time to time and at any time, without Landlord's consent, have the right to encumber by one or more Leasehold Mortgages, the Leasehold Estate created by this Lease, and/or all of Tenant's right, title and interest in and to any Improvements at any time located on the Leased Premises and/or the direct or indirect beneficial interests in Tenant; provided, however, that no holder of any Leasehold Mortgage, nor anyone claiming by, through or under any such Leasehold Mortgage, shall by virtue thereof, acquire any greater rights hereunder than Tenant has, except the right to cure or remedy Tenant's defaults or become entitled to a New Lease as more fully set forth in this Section 12 and such other Mortgagee Protections as are expressly granted to Leasehold Mortgagees hereunder. Landlord shall not be required to join in, or "subordinate" the Fee Estate, any Fee Mortgage or any of Landlord's interests to, any Leasehold Mortgage (but, for the avoidance of doubt, the Fee Mortgage shall remain subject and subordinate to this Lease and the Leasehold Estate in accordance with Section 11 hereof). So long as such Leasehold Mortgage complies with the definition of Leasehold Mortgage, there shall be (A) no limit on the amount or nature of any obligation secured by a Leasehold Mortgage; (B) no restrictions on the purpose for which the proceeds of any such financing may be applied; (C) no restrictions on the nature or character of any Leasehold Mortgagee; or (D) no restrictions on the creation of participation or syndication interests in or to any Leasehold Mortgage. Leasehold Mortgages may secure construction or permanent financing. No Leasehold Mortgagee shall be entitled to any Mortgagee Protections unless and until Notice of the Leasehold Mortgage in question has been given to Landlord together with the name and address of such Leasehold Mortgagee. Any Leasehold Mortgage that does not comply with the provisions of this Section 12 shall be of no force and effect against Landlord and any Fee Mortgagees.

(b) No Leasehold Mortgage shall be effective, unless: (A) at the time of making such Leasehold Mortgage there is no existing and unremedied monetary Default and no existing and unremedied Event of Default on the part of Tenant under this Lease; (B) the holder of such Leasehold Mortgage is at all times a Qualified Institutional Lender; and (C) prior to achieving Completion of the Project, all Leasehold Mortgages, taken together, shall not secure an amount in excess of eighty-five percent (85%) of the Total Project Cost. In addition, the following shall apply with respect to each Leasehold Mortgage:

(i) Tenant's making of a Leasehold Mortgage shall not be deemed to constitute an assignment or transfer of the Leasehold Estate, nor shall any Leasehold Mortgagee, as such, or in the exercise of its rights under this Lease, be deemed to be an assignee, transferee, or mortgagee in possession of the Leasehold Estate so as to require such Leasehold Mortgagee, as such, to assume or otherwise be

obligated to perform any of Tenant's obligations under this Lease except when, and then only for so long as, such Leasehold Mortgagee has acquired ownership and possession of the Leasehold Estate pursuant to a Foreclosure Event under its Leasehold Mortgage (as distinguished from the mere exercise of Leasehold Mortgagee's cure rights hereunder). No Leasehold Mortgagee (or Person acquiring the Leasehold Estate pursuant to a Foreclosure Event under a Leasehold Mortgage) shall be liable under this Lease unless and until such time as it becomes, and then only for so long as it remains, the owner of the Leasehold Estate.

(ii) Notwithstanding anything to the contrary in this Lease, any Foreclosure Event under any Leasehold Mortgage (or any exercise of rights or remedies under or pursuant to any Leasehold Mortgage, including the appointment of a receiver, shall not in and of itself be deemed to violate this Lease or, in and of itself, entitle Landlord to exercise any rights or remedies, but the foregoing shall not limit Landlord's rights and remedies (subject to all other Mortgagee Protections set forth herein) if any Default or Event of Default occurs.

(iii) If Tenant enters into any Leasehold Mortgage that complies with the definition of such term, then the Leasehold Mortgagee under such Leasehold Mortgage shall be entitled to all Mortgagee Protections (as against both Landlord and any Successor Landlord) from and after such date as Tenant or the Leasehold Mortgagee has given Landlord Notice of such Leasehold Mortgage and Leasehold Mortgagee. Tenant shall also provide to Landlord a copy of the recorded Leasehold Mortgage, within thirty (30) days after receipt thereof by Tenant. No change of address of such Leasehold Mortgagee, amendments, supplements, and modifications of such Leasehold Mortgage or assignments of such Leasehold Mortgage, shall be effective against Landlord unless and until such Leasehold Mortgagee shall have given Landlord Notice of such change, amendment, supplement, modification or assignment.

(iv) If a Leasehold Mortgagee is entitled to Mortgagee Protections hereunder, such entitlement shall not terminate unless and until such time, if any, as either (1) the Leasehold Mortgage shall have been satisfied and discharged of record by the Leasehold Mortgagee, except through a Foreclosure Event; (2) such Leasehold Mortgagee has consented in a signed writing to the termination of its Mortgagee Protections; or (3) after Landlord has complied with the applicable Mortgagee Protections, Landlord has validly terminated this Lease, no Leasehold Mortgagee has validly requested (and is entitled to) a New Lease, and the New Lease Option Period has expired.

(v) Landlord shall, upon written request, acknowledge receipt of the name and address of any Leasehold Mortgagee (or proposed Leasehold Mortgagee) and confirm to such party that such party is or would be, upon closing of its loan to Tenant or its acquisition of an existing Leasehold Mortgage, a Leasehold Mortgagee (in compliance, as of the date of such confirmation, with the

definition of such term, including all applicable conditions and requirements set forth in such definition) entitled to all Mortgagee Protections as provided in this Lease, provided, however, that Landlord hereby acknowledges that the Landlord has received Notice of and approved the Construction Loan Mortgage and confirms that the Construction Lender constitutes a Leasehold Mortgagee, entitled to all of the Mortgagee Protections (as against both Landlord and any Successor Landlord) set forth herein from and after the Effective Date. Such confirmation may, in Landlord's discretion, be conditioned upon Landlord's receipt and verification of evidence reasonably satisfactory to Landlord that the Person seeking such confirmation is entitled to such confirmation pursuant to this Lease. Further, if, in connection with the entering into of a Leasehold Mortgage, the Leasehold Mortgagee requests reasonable modifications to this Lease, Landlord shall not unreasonably withhold, condition or delay its consent to such modifications provided that (A) such modifications do not reduce any of Landlord's rights hereunder (except to a *de minimis* extent), increase any of Landlord's obligations hereunder (except to a *de minimis* extent), or result in any adverse tax consequences, additional costs or financial penalties to Landlord or any Landlord affiliate and (B) Tenant shall pay to Landlord all reasonable, out-of-pocket costs and expenses (including reasonable attorneys' fees) actually incurred by Landlord in complying with this clause (v).

(vi) Landlord shall, without cost to Landlord (Tenant shall pay all reasonable costs, including reasonable attorney fees, associated with the entry into such agreement), at any time and from time to time, within twenty (20) calendar days after written request by Tenant or any Leasehold Mortgagee, duly execute and deliver to Tenant or any Leasehold Mortgagee, an estoppel in such Leasehold Mortgagee's customary form (if a Leasehold Mortgagee or Tenant has requested such estoppel) and in any event in a form reasonably acceptable to Landlord, as to certain factual matters with respect to this Lease, including without limitation, the existence of any Defaults and the payment of Rent hereunder, which estoppel shall not be recorded; provided that, in either case, Landlord shall have the right to revise the factual statements therein to reflect the actual then existing circumstances.

(vii) No Leasehold Mortgage shall attach to: (1) Landlord's interest in this Lease, in the Fee Estate and Landlord's remainder and/or reversionary interest in the Improvements; (2) Landlord's interest in any New Lease and the Fee Estate thereunder; (3) any judgment arising from Tenant's breach of this Lease; (4) Landlord's and any Fee Mortgagee's rights and remedies under this Lease; and (5) any rights of a Fee Mortgagee with respect to the Fee Estate. Any Leasehold Mortgagee in the event of a foreclosure or the grantee or successful bidder at the foreclosure, shall succeed only to the Leasehold Estate under this Lease.

(c) Notwithstanding anything to the contrary in this Lease, if Tenant at any time or from time to time enters into any Leasehold Mortgage in accordance with the provisions of this Lease, and Tenant or a Leasehold Mortgagee has given Landlord Notice of such Leasehold Mortgage, then, if and for so long as, any such Leasehold Mortgage is in effect, the following shall apply:

(i) No cancellation, termination (including Tenant's termination of this Lease pursuant to any express right of termination in this Lease or under applicable Legal Requirements), surrender, acceptance of surrender, abandonment, amendment, modification, or rejection of this Lease, or other encumbrance on the Fee Estate, shall bind a Leasehold Mortgagee if done without Leasehold Mortgagee's consent, to be granted or withheld in Leasehold Mortgagee's sole discretion. Nothing in this paragraph shall limit the right of Landlord to terminate this Lease upon occurrence and continuance of an Event of Default beyond applicable notice, grace and cure periods and the expiration of all of Leasehold Mortgagee's notice and cure rights without cure of such Event of Default, subject however to (1) provisions of this Lease that limit the right of Landlord to terminate this Lease on account of Personal Default(s) or certain non-monetary Event of Defaults; and (2) the right of any Leasehold Mortgagee to obtain a New Lease as provided for in this Lease.

(ii) In the event of any arbitration, appraisal, or other dispute resolution proceeding, or any proceeding relating to the determination of Base Rent or any component of any Base Rent, or any proceeding relating to the application or determination of any Casualty proceeds or Condemnation Awards (including, without limitation, the arbitration of a Dispute pursuant to Section 50 hereof):

1. Landlord shall promptly give Notice to each Leasehold Mortgagee of the commencement of such proceeding, which Notice shall enclose copies of all Notices, papers, and other documents related to such proceeding to the extent then given or received by Landlord (or its counsel). Landlord shall provide Leasehold Mortgagee with copies of any and all additional Notices, papers, and other documents related to such proceeding when and as given or received by Landlord (or its counsel).

2. Leasehold Mortgagee shall, at its sole cost and expense or at the sole cost and expense of Tenant (but at no cost or expense to Landlord), be entitled to participate in such proceeding. Such participation shall, to the extent required by Leasehold Mortgagee, include: (1) receiving copies of all Notices, demands, and other written communications and documents at the same time they are served upon or delivered to Landlord or Tenant (or their respective counsel); and (2) attending and participating in all hearings, meetings, and other sessions or proceedings relating to such dispute resolution.

(d) Leasehold Mortgagee Notice and Cure Periods. If Tenant enters into a Leasehold Mortgage in accordance with the terms hereof and Tenant or a Leasehold Mortgagee has given Landlord Notice thereof, Tenant or the Leasehold Mortgagee shall furnish Landlord with the address to which such Leasehold Mortgagee desires copies of notices to be delivered (together with a duplicate original or certified copy of the applicable Leasehold Mortgage), Landlord hereby agrees that Landlord will thereafter deliver to such Leasehold Mortgagee at the address so given (subject to any change in such address by Notice to Landlord from such Leasehold Mortgagee) and contemporaneously with the delivery thereof to Tenant, duplicate copies of any and all written Notices of Default or termination which Landlord may from time to time give or serve upon Tenant (or its counsel) under and pursuant to the terms and provisions of this Lease (provided that Landlord shall have no liability for the failure to provide such Notice and Landlord's failure to so provide Notice to any such Leasehold Mortgagee thereof shall not be a default by Landlord under this Lease). No Notice to Tenant shall be effective unless and until so given to each Leasehold Mortgagee. No Event of Default, surrender, and/or termination of this Lease (other than with respect to a Total Loss), or other rights or remedies of Landlord predicated upon the giving of Notice to Tenant shall be deemed to have occurred or arisen unless like Notice shall have been so given to each Leasehold Mortgagee at the same time and by the same means, which Notice shall describe in reasonable detail the alleged Default or other event allegedly giving rise to rights of Landlord. If a Default occurs, Landlord will not exercise any remedy until Landlord has given Notice of such Default to a Leasehold Mortgagee and until the curative periods set forth below have ended without cure of the applicable Default.

(e) If any Default of Tenant occurs, then any Leasehold Mortgagee shall have the same cure period (which cure period for the Leasehold Mortgagee shall commence upon the date Leasehold Mortgagee receives Notice of any such Default) available to Tenant under this Lease, plus the additional time provided for below (regardless of the original time fixed for performance by Tenant), within which to take (if such Leasehold Mortgagee so elects; and no Leasehold Mortgagee shall have any duty or obligation to undertake any Leasehold Mortgagee's cure of any kind) whichever of the actions set forth below shall apply to such Default:

(i) In the case of a monetary Default, Leasehold Mortgagee shall be entitled (but not required) to cure such default within a cure period ending on the later of (x) the end of Tenant's cure period under this Lease or (y) the tenth (10^{th}) Business Day after Landlord gives Notice of such Default to Leasehold Mortgagee. Any such cure shall be accompanied by payment to Landlord of accrued and unpaid interest at the Default Rate if and to the extent applicable.

(ii) In the case of any non-monetary Default that a Leasehold Mortgagee is reasonably capable of curing without obtaining possession of the Leased Premises (excluding, in any event, a Personal Default), Leasehold Mortgagee shall be entitled, but not required, to: within a period ending on the later of (x) the final calendar day of Tenant's cure period for the Event of Default (if Tenant is entitled to any such cure period) or (y) the date that occurs ninety (90)

calendar days after Leasehold Mortgagee receives Notice of such Default, to cure such Default; provided, however, if such non-monetary Default is inherently not susceptible to cure within such ninety (90) calendar day period, such cure period shall be extended to the extent reasonably necessary to cure such Default so long as the Leasehold Mortgagee is proceeding with reasonable diligence to cure such Default.

(iii) In the case of (1) any non-monetary Default that is not reasonably susceptible of being cured by a Leasehold Mortgagee without obtaining possession of the Leased Premises or (2) any Personal Default, Leasehold Mortgagee shall be entitled (but not required) to do the following, so long as, for all other Defaults, such Leasehold Mortgagee has exercised or is exercising, within the applicable periods, the applicable Leasehold Mortgagee's cure rights as provided in this Lease:

1. At any time during a period ending on the later of (i) the cure period (if any) applicable to Tenant, or (ii) ninety (90) calendar days after Landlord gives to the Leasehold Mortgagee Notice of the non-monetary Default, Leasehold Mortgagee shall be entitled to institute proceedings, and (subject to any stay in any bankruptcy proceedings affecting Tenant, or any injunction, so long as such stay or injunction has not been lifted) then with reasonable diligence prosecute the same to completion (but not necessarily within such ninety (90) calendar day period or, if applicable, cure period of Tenant) to obtain possession of the Leased Premises as a mortgagee (including possession by a receiver), or (cause a Successor Tenant) to acquire the Leasehold Estate through a Foreclosure Event under its mortgage, as applicable (the obtaining of such possession or the completion of such acquisition, "Control of the Leased Premises").

2. Upon obtaining Control of the Leased Premises (whether before or after expiration of any otherwise applicable cure period), Leasehold Mortgagee or any Successor Tenant shall then be entitled (but not required) to proceed with reasonable diligence to cure such non-monetary Default (excluding Personal Defaults of Tenant, which neither Leasehold Mortgagee nor a Successor Tenant need cure at any time). A Leasehold Mortgagee or Successor Tenant having Control of the Leased Premises shall not be bound by any deadline for completion of any construction or alterations, or other performance, required of Tenant under this Lease, provided that such Leasehold Mortgagee or Successor Tenant shall with reasonable diligence prosecute completion of same and shall cure all monetary Defaults within the period provided for under this Lease for such cure.

(f) A Leasehold Mortgagee shall not be required to continue to exercise Leasehold Mortgagee's cure rights or otherwise proceed to obtain or to exercise Control of the Leased Premises if and when the Default that such Leasehold Mortgagee was attempting to cure shall have been cured. Upon such cure and the cure of any other

Defaults in accordance with this Lease, this Lease shall continue in full force and effect as if no Default(s) or Event of Default(s) had occurred. Even if a Leasehold Mortgagee has commenced Leasehold Mortgagee's cure, such Leasehold Mortgagee may abandon or discontinue Leasehold Mortgagee's cure at any time, without liability to Landlord or otherwise except with regard to liabilities first arising after the Leasehold Mortgagee has Control of the Leased Premises. Leasehold Mortgagee's exercise of Leasehold Mortgagee's cure rights shall not be deemed an assumption of this Lease in whole or in part.

(g) So long as the period for a Leasehold Mortgagee to exercise Leasehold Mortgagee's cure rights for any Default has not expired, Landlord shall not (1) re-enter the Leased Premises on account of such Default (but this shall not limit Landlord's right of access to the Leased Premises otherwise provided for under the express terms of this Lease), (2) give any Notice terminating or electing to terminate this Lease, or (3) bring a proceeding on account of such Default to (w) dispossess Tenant or subtenants under any Subleases, (x) reenter the Leased Premises, (y) terminate this Lease or the Leasehold Estate, or (z) otherwise (except as expressly permitted by this Section 12) exercise any other rights or remedies under this Lease by reason of such Default (collectively, the "Landlord Termination Rights"). Nothing in the Mortgagee Protections shall, however, be construed to either (i) extend the Term beyond the expiration date provided for in this Lease that would have applied if no Default had occurred, (ii) preclude Landlord from exercising its rights under Sections 9 and 22 and, if so exercised, Tenant shall pay Landlord in accordance with Sections 9 and 22, the failure to so pay being a Default hereunder, (iii) preclude Landlord from seeking and obtaining actual damages or injunctive and other equitable relief against Tenant on account of such Default, (iv) preclude Landlord from seeking and obtaining the benefits of Sections 38 and 28 or (v) require any Leasehold Mortgagee to cure any Personal Default as a condition to preserving this Lease or to obtaining a New Lease (but this shall not limit a Leasehold Mortgagee's obligation to seek to obtain Control of the Leased Premises, and then consummate a foreclosure, by way of the exercise of Leasehold Mortgagee's cure rights, if Leasehold Mortgagee desires to preclude Landlord from terminating this Lease on account of a Personal Default).

(h) Leasehold Mortgagee's Right to a New Lease. Upon termination of this Lease as a result of either (i) the exercise of Landlord's Termination Rights following an Event of Default which is not cured by Tenant or Leasehold Mortgagee pursuant to this Lease, or (ii) a rejection hereof in any bankruptcy proceeding in which Tenant is the debtor, Landlord shall give Notice to Leasehold Mortgagee within ten (10) Business Days thereof (but Landlord shall not be liable for a failure to timely provide such Notice) and Leasehold Mortgagee shall have the option, within thirty (30) days after its receipt of such Notice (the "New Lease Option Period") to elect to receive from Landlord, and enter into, a new lease (a "New Lease") of the Leased Premises for the unexpired balance of the Term, on the exact same terms and conditions as in this Lease, including all rights, options or privileges of Tenant under this Lease (but excluding any rights, options or privileges or performance obligations that have already been exercised or performed or no longer apply) and each and every Fee Mortgage shall be subject and subordinate to

such New Lease, and Landlord agrees to execute such New Lease effective as of (or retroactively to) the date of termination of this Lease, provided such Leasehold Mortgagee: (i) shall pay to Landlord, on the delivery date of such New Lease, (A) all sums then due under this Lease, as if this Lease had not been terminated, including interest at the Default Rate, any Late Charge and (B) all reasonable expenses, including transfer, documentary, stamp, recording or similar taxes and legal costs incurred by Landlord in connection with any Default and termination of this Lease, recovery of possession of the Leased Premises, the preparation, execution of the New Lease and any memorandum of the New Lease requested by the new tenant thereof; (ii) shall take all steps reasonably necessary to remedy all non-monetary Defaults and Events of Default (other than Personal Defaults and Defaults cured by termination of the Lease) that are susceptible to cure by such Leasehold Mortgagee within a reasonable period of time; (iii) shall thereafter observe and perform all covenants and conditions in such Lease contained on the part of Tenant to be observed and performed (including, without limitation, the payment of Rent hereunder); (iv) shall pay to Landlord all sums expended by Landlord, or that Landlord may be liable for, with respect to any Subleases not terminated; (v) shall operate the Leased Premises subject to the provisions and requirements of this Lease; and (vi) shall be subject to and shall be liable to perform the obligations imposed on the tenant under such New Lease only during any period when such Person has title to the Leasehold Estate. After termination of this Lease and during the period thereafter during which any Leasehold Mortgagee shall be entitled to enter into a New Lease (and only during such time), Landlord will not terminate the rights of any subtenant hereunder unless such subtenant shall be in default under its Sublease and has failed to cure same within the time provided under such Sublease, nor shall Landlord modify or amend any of the terms of any other Sublease to which Landlord has agreed in writing to recognize and not disturb. During such periods, Landlord shall receive all revenues payable under the Sublease as agent of such Leasehold Mortgagee and shall deposit such revenues in a separate and segregated account in trust for the Leasehold Mortgagee, but may withdraw such sums as are required to be paid to Landlord under this Lease at the time and in the amounts due hereunder, and, upon the execution and delivery of the New Lease, Landlord shall account to the new tenant thereunder for the balance, if any (after application as aforesaid) of the revenues payable under the Sublease received by Landlord from the operation of the Leased Premises. The collection of revenues payable under the Sublease by Landlord acting as an agent pursuant to this Section 12 shall not be deemed an acceptance by Landlord for its own account of the attornment of any party under a Sublease unless Landlord shall have agreed in writing with such party that its tenancy or contract shall be continued following the expiration of any period during which a Leasehold Mortgagee may be granted a New Lease as the tenant thereunder, in which case such attornment shall take place upon the expiration of such period but not before. Except as expressly set forth in any non-disturbance and attornment agreements executed with respect to such Sublease, under no circumstances shall Landlord be obligated to perform any obligations of any Person under any Sublease. Neither Landlord nor any new tenant shall record any New Lease made pursuant to this Section 12(h); provided, however, that concurrently with the execution of a New Lease, Landlord and the new tenant thereunder shall join in the execution of a memorandum of the New Lease, in substantially the form attached hereto as Exhibit I (with the applicable entity names as to

the Landlord and Tenant thereunder, any notice addresses and dates updated accordingly) and otherwise in proper form for recordation, which memorandum shall be recorded by Landlord and such new tenant in the real property records where the Land is located.

(i) Interaction of Mortgages. A Leasehold Mortgage shall not encumber or attach to the Fee Estate or affect, limit, or restrict Landlord's rights and remedies under this Lease except as expressly provided in this Lease. Any Leasehold Mortgage shall attach solely to the Leasehold Estate and not the Fee Estate. Upon a foreclosure or assignment in lieu thereof under a Leasehold Mortgage, the Leasehold Mortgagee or any Successor Tenant shall succeed only to the Leasehold Estate. Any foreclosure or assignment in lieu thereof under a Leasehold Mortgage shall not extinguish, terminate, or otherwise adversely affect the Fee Estate (subject to this Lease) or the rights of any Fee Mortgagees as against Landlord or the Fee Estate (which shall in all events remain subject to this Lease. If a Leasehold Mortgage expressly limits the related Leasehold Mortgagee's exercise of any Mortgagee Protections, then as between Tenant and such Leasehold Mortgagee the terms of such Leasehold Mortgage shall govern. A Leasehold Mortgagee may, by Notice to Landlord, temporarily or permanently waive any Mortgagee Protections as specified in such Notice. Any such waiver shall be effective in accordance with its terms as against such Leasehold Mortgagee and its successors and assigns. Any such waiver shall not bind any subsequent Leasehold Mortgagee under a subsequent Leasehold Mortgage granted by Tenant. The exercise of any rights or remedies of a Leasehold Mortgagee under a Leasehold Mortgage, including the appointment of a receiver and the consummation of any foreclosure, shall not constitute an Event of Default under this Lease, notwithstanding anything to the contrary in this Lease.

(j) Bankruptcy Related Provisions. In the event Landlord files a petition for relief under the Bankruptcy Code, Tenant shall promptly execute and deliver to each Leasehold Mortgagee any and all instruments reasonably required in connection with any such proceeding after request therefor by any Leasehold Mortgagee.

13. **Alterations.**

(a) After the Completion of the Project, Tenant shall obtain Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, before making any Material Alteration and shall otherwise comply with the provisions of this Section 13. It shall not be unreasonable for Landlord to disapprove, and Landlord may disapprove, a Material Alteration if (i) the Improvements, upon completion of such Material Alteration, (A) will not consist of a complete structure erected wholly within the boundary lines of the Land (excluding any Units of the Condominium not party of the Leased Premises or subject to the Tenth Floor Sublease) or (B) will tie-into or connect to or be dependent upon in any way on any other real property (either structurally, legally or otherwise) that is not part of the Condominium or otherwise governed by the Condominium Documents, (ii) in the case of any Material Alteration other than the demolition of all or a material portion (i.e., greater than 50%) of the Improvements, such Material Alteration will adversely affect the structural

integrity of the Improvements, or (iii) the completion of such Material Alteration requires satisfaction of the CONH Requirement. At Landlord's option, any Material Alteration made without the consent of Landlord, if required pursuant to the first sentence of this Section 13(a), shall be removed and the area repaired and restored to its prior condition, at Tenant's sole cost and expense, upon demand or, at Landlord's election in its sole discretion, at the termination or expiration of the Term.

(b) All Alterations to the Leased Premises during the Term of this Lease (whether or not such alterations constitute Material Alterations) shall be made at Tenant's sole cost and expense and shall be made in accordance with all Legal Requirements and Insurance Requirements. Tenant shall obtain and comply with all Permits required in connection with the Alterations (if any) and promptly after request from Landlord (i) shall deliver to Landlord a true and complete copy of all such Permits (if any) and (ii) upon Tenant obtaining same following completion of the Alterations, shall deliver to Landlord all certificates of occupancy required pursuant to applicable Legal Requirements to use and occupy the Improvements (or analogous items), if and to the extent applicable. All Alterations shall comply with all Applicable Standards and shall be constructed and completed in a good and workmanlike manner.

(c) In the event that Tenant desires to perform any Material Alterations, Tenant shall (i) be required to have (in Landlord's sole but reasonable discretion) sufficient financial resources and liquidity available to perform and pay for all costs associated with the proposed Material Alterations in such a manner as would provide sufficient protection against liens which could arise in connection with the performance of any such Material Alterations, (ii) provide reasonable evidence to Landlord of such sufficient financial resources and liquidity, including, without limitation, completion and operating deficit guarantees, cash deposits, equity commitments and debt commitments and (iii) have furnished to Landlord a surety bond, cash deposit, Letter of Credit, guaranty or other security (in each case as selected by Tenant and reasonably acceptable to Landlord) with respect to such Material Alteration (the "Material Alteration Security").

(d) All Material Alterations shall be made (at Tenant's sole cost and expense) as follows:

(i) Tenant shall submit to Landlord, complete plans and specifications for all work to be done by Tenant, and Landlord will have the right to approve such plans and specifications (such approval not to be unreasonably withheld, conditioned or delayed). All such plans and specifications shall be prepared by the licensed architect(s) and engineer(s) approved in writing by Landlord (such approval not to be unreasonably withheld, conditioned or delayed), shall comply with all applicable Legal Requirements, shall not, when completed, adversely affect the structural elements of the Leased Premises, shall comply with the insurance required under Section 15 hereof, shall be in a form sufficient to secure the approval of all applicable Governmental Authorities, and with respect to plans and specifications pertaining to alterations, improvements and additions

requiring Landlord's approval under this Section 13, shall be otherwise satisfactory to Landlord in Landlord's reasonable discretion.

(ii) Landlord shall notify Tenant in writing within thirty (30) days whether Landlord approves or disapproves of the plans and specifications for such Material Alteration. Tenant may submit to Landlord revised plans and specifications for Landlord's prior written approval, which approval shall in all events not be unreasonably withheld, conditioned or delayed if (a) the work to be done would not, in Landlord's reasonable judgment, materially and adversely affect the value, character, rentability or usefulness of the Leased Premises or any part thereof, or (b) the work to be done shall be required by any Legal Requirements or Insurance Requirements. Tenant shall pay all costs, including the fees and expenses of the licensed architect(s) and engineer(s), in preparing such plans and specifications. Tenant shall pay all Landlord's reasonable and actual out-of-pocket costs and expenses in connection with Landlord's review of any such plans and specifications. If Landlord does not, within thirty (30) days following Tenant's written request for such consent or approval, respond in writing with Landlord's consent or approval or specific reasons for withholding consent or approval to any Material Alteration (or new or revised plans and specifications therefor) to which Tenant has requested Landlord's consent or approval, and such failure continues for an additional ten (10) days following a second written notice from Tenant to Landlord (which second written notice shall state at the top thereof, in bold and capitalized letters, "LANDLORD'S FAILURE TO RESPOND TO THIS REQUEST MAY RESULT IN A DEEMED APPROVAL") is received by Landlord, then, at Tenant's election, Landlord's consent and approval shall be deemed given thereto.

(iii) All changes (other than de minimis changes, field changes for which no change order is proposed and which will be reflected in the final "as built" plans, or any other change costing less than $100,000.00) in any plans and specifications approved by Landlord for any Material Alteration shall be subject to Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. If Tenant wishes to make such change in approved plans and specifications for any Material Alteration, Tenant shall have such architect(s) and engineer(s) prepare plans and specifications for such change and submit them to Landlord for Landlord's written approval. Landlord shall notify Tenant in writing within five (5) Business Days whether Landlord approves or disapproves such change. Tenant may submit to Landlord revised plans and specifications for such change for Landlord's written approval. After Landlord's written approval of such change, such change shall become part of the plans and specifications approved by Landlord.

(iv) Tenant acknowledges and agrees that (A) any review of any plans and specifications by or on behalf of Landlord is solely for Landlord's benefit, (B) Landlord makes no representation or warranty that any plans and specifications

comply with any Legal Requirements or Insurance Requirements or are otherwise sufficient or correct for any purpose and (C) such review and any approval by Landlord (whether actually given or deemed given) of any plans and specifications shall not constitute any opinion or representation or warranty by or on behalf of Landlord as to the compliance thereof with any Legal Requirements or Insurance Requirements or the sufficiency or correctness thereof for any purpose or otherwise.

(e) Tenant shall obtain and comply with all Permits required in connection with the Material Alteration (if any) and promptly after request from Landlord (i) shall deliver to Landlord a true and complete copy of all such Permits (if any) and (ii) upon Tenant obtaining same following completion of the Material Alteration, shall deliver to Landlord all certificates of occupancy required pursuant to applicable Legal Requirements to use and occupy the Improvements (or analogous items), if and to the extent applicable. Tenant shall, through Tenant's licensed contractor, perform the Material Alteration substantially in accordance with the plans and specifications approved in writing by Landlord. Except to the extent funded with the proceeds of any Leasehold Mortgage, insurance policy or Condemnation Award (subject, in each case, to the terms and conditions of this Lease), Tenant shall pay the entire cost of all alterations, work, additions, or improvements (including the cost of all utilities, Permits, fees, taxes, and property and liability insurance premiums in connection therewith) required to complete the Material Alteration. Under no circumstances shall Landlord be liable to Tenant for any damage, loss, cost or expenses incurred by Tenant on account of any plans and specifications, contractors or subcontractors, design of any work, construction of any work, or delay in completion of any work (except to the extent that any damage, loss, cost or expenses incurred by Tenant on account of any work constitutes a Material Alteration, or delay in completion of any such work is the direct result of the gross negligence, illegal activity, fraud, or willful misconduct of Landlord or its agents, representatives, employees, invitees or contractors).

(f) Tenant shall give at least ten (10) days' prior Notice to Landlord of the commencement of any work constituting a Material Alteration by outside contractors. Landlord shall have the right to post and keep posted on the Leased Premises any notices that may be provided by law or which Landlord reasonably may deem to be proper for the protection of Landlord and the Leased Premises, or any portion thereof from liens; provided that such notices do not in any material respect interfere with the use and enjoyment of the Leased Premises by any subtenant. Tenant acknowledges and agrees that, subject to the rights of Tenant's Architect, if this Lease is terminated for any reason and Landlord does not enter into a New Lease with a Leasehold Mortgagee or its designee, or, if entered into, such New Lease is terminated, then the plans and specifications and other materials relating to the construction of a Material Alteration shall (subject, in each case, to the prior rights of any Leasehold Mortgagee) become the sole property of Landlord and Landlord shall have the benefit thereof but no liability thereunder.

(g) All Alterations and fixtures, whether temporary or permanent in character, made in or to the Leased Premises by Tenant, shall become part of the Leased Premises, except those which are readily removable without causing material damage to the Leased Premises (which shall be and remain the property of Tenant). Subject to this Section 13, upon termination or expiration of this Lease, Tenant shall, at Landlord's election and at Tenant's expense, (i) remove all movable furniture, equipment, trade fixtures, office machines and other personal property from the Leased Premises to the extent owned by Tenant and (ii) those Improvements, Alterations and additions to the Leased Premises made without Landlord's consent in violation of this Lease and, in each case, repair all damage caused by any such removal pursuant to clauses (i) and (ii) of this Section 13(g). Termination of this Lease shall not affect the obligations of Tenant pursuant to this Section 13(g) to be performed after such termination.

(h) If required by a Fee Mortgagee, prior to the commencement of any Alteration involving any demolition or removal of the Improvements that constitute real property under the REMIC Requirements, Tenant shall provide to Landlord any reasonably requested information for the Fee Mortgagee to determine its compliance with the REMIC Test. Any actual out-of-pocket costs or expenses incurred by Tenant arising as a result of any such request by Landlord (to the extent such costs and expenses would not have been incurred by Tenant if not for such request) shall be borne entirely by Landlord.

(i) At least five (5) Business Days prior to the commencement of any work in connection with any such proposed Material Alteration, Tenant shall furnish to Landlord:

(i) the Material Alteration Security;

(ii) copies of all contracts entered into in connection with the proposed Material Alteration, in form assignable to Landlord (subject, in each case, to the prior rights of any Leasehold Mortgagee), providing for the completion of all work, labor and materials necessary to perform the proposed Material Alteration in accordance with the plans and specifications therefor, which contracts shall provide that upon any termination of this Lease or upon Landlord's re-entry upon the Leased Premises following an Event of Default prior to the complete performance of such contracts (but subject, in each case, to the prior rights of any Leasehold Mortgagee), Landlord shall be entitled to the benefit of the terms of such contracts but shall have no liability thereunder unless and solely to the extent that Landlord elects in its sole discretion to assume such contracts;

(iii) a collateral assignment to Landlord (subject, in each case, to the prior rights of any Leasehold Mortgagee) of the contracts so furnished, duly executed and acknowledged by Tenant, by its terms to be effective upon any termination of this Lease or upon

Landlord's re-entry upon the Leased Premises following an Event of Default prior to the complete performance of such contracts, which assignment shall provide that Landlord (subject, in each case, to the prior rights of any Leasehold Mortgagee) shall be entitled to the benefit of the terms of such contracts (including the benefit of all payments made on account of said contracts including payments made prior to the effective date of such assignment) but shall have no liability thereunder unless and solely to the extent that Landlord elects in its sole discretion to assume such contracts; and

(iv) insurance policies or certificates for such Material Alteration, issued by responsible insurers, certifying that insurance will be in force and effect at all times during the performance of such Material Alteration for "Builders All Risk" course of construction insurance, worker's compensation insurance covering all persons employed in connection with such Material Alteration and with respect to whom death or bodily injury claims could be asserted against Landlord, the Fee Mortgagees, if any, Tenant, a Subtenant or the Leased Premises, and owner's and contractor's protective liability insurance expressly covering the additional hazards resulting from such Material Alteration with limits not less than those, and otherwise subject to the same conditions and requirements, set forth in Section 15 hereof with respect to the liability insurance required thereunder (it being agreed that Tenant's obligation set forth in this sentence shall be deemed satisfied to the extent that (x) the risks required to be insured against by Tenant pursuant to this sentence are already insured against pursuant to the insurance maintained by Tenant pursuant to the requirements of Section 15 or (y) the insurance required to be provided and maintained by Tenant pursuant to this sentence is provided and maintained by Tenant's contractor(s) and Tenant has delivered to Landlord insurance policies or certificates therefor). If under the provisions of any fire, liability or other insurance policy or policies then covering the Leased Premises or any part thereof, any consent to any Alteration or series of Alterations by said insurance company or companies issuing such policy or policies is required to continue and keep such policy or policies in full force and effect, then Tenant shall obtain such consents and pay any additional premiums or charges therefor that may be imposed by said insurance company or companies. Nothing in this Section 13(i)(iv) shall diminish Tenant's obligations under Section 15.

(j) Subject to the terms of this Section 13(j), any Material Alteration, once commenced, shall be diligently performed to completion (subject to Force Majeure, which shall not exceed the Force Majeure Cap) in accordance with the plans and specifications therefor. If an Event of Default beyond the expiration of all applicable notice, grace and cure periods occurs that derives from Tenant's failure to (A) diligently

perform to completion, once commenced, any Material Alteration in accordance with the terms hereof, or (B) restore such portion of the Leased Premises in which such Material Alteration was being performed in accordance with the terms hereof, then, in either case, subject to the prior rights of any Leasehold Mortgagee, Landlord may draw upon Material Alteration Security in connection with such Material Alteration to the extent of the cost required to complete such Material Alteration in accordance with the plans and specifications therefor or to restore such portion of the Leased Premises in which such Material Alteration was being performed, as applicable.

(k) Within thirty (30) days after completion of each Material Alteration, Tenant, at Tenant's sole expense, shall deliver to Landlord a certificate from Tenant's Architect certifying that the Material Alteration has been substantially completed in accordance with the plans and specifications.

(l) Landlord (and its consultants and representatives) shall have the right, during the construction of any Material Alterations, at reasonable times upon reasonable prior notice to Tenant (but not more frequently than one (1) time per month, unless an Event of Default has occurred beyond the expiration of all applicable notice, grace and cure periods), to inspect the Leased Premises to determine whether the construction of a Material Alteration is being conducted in accordance with the provisions of this Lease, provided that Landlord (and any such consultants and representatives of Landlord) who perform such inspection shall comply with all reasonable security, safety and insurance requirements that Tenant reasonably determines are necessary to maintain a safe working environment and are generally applicable to all Persons onsite. No such observation or attendance by Landlord or its consultants or representatives shall impose upon Landlord any responsibility for any failure by Tenant or its contractors (or any other Person) to comply with any Legal Requirements, Insurance Requirements or safety practices in connection with the Leased Premises or constitute an acceptance of any portion of such Material Alteration which does not comply in all respects with the provisions of this Lease.

(m) All Alterations and fixtures, made in or to the Leased Premises by Tenant, shall become part of the Leased Premises, except those which are readily removable without causing material damage to the Leased Premises (which shall be and remain the property of Tenant). Subject to this Section 13, upon termination or expiration of this Lease, Tenant shall, at Landlord's election and at Tenant's expense, (i) remove all Personal Property from the Leased Premises and (ii) those Improvements, Alterations and additions to the Leased Premises made without Landlord's consent in violation of this Lease and, in each case, repair all damage caused by any such removal pursuant to clauses (i) and (ii) of this Section 13(m). All property permitted or required to be removed by Tenant at the end of the Term that is remaining in the Leased Premises after expiration or earlier termination of this Lease shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or removed from the Leased Premises by Landlord at Tenant's sole cost and expense. The provisions of this Section 13(m) shall survive the expiration of earlier termination of this Lease.

(n) For the avoidance of doubt, Tenant shall have the right to make Minor Alterations to the Leased Premises without obtaining Landlord's prior consent, provided Tenant provides Landlord with at least five (5) Business Days prior Notice to Landlord relative thereto and otherwise complies with the requirements of this Section 13 with respect to the performance of Alterations. As used herein, the term "Minor Alteration" shall mean non-structural Alterations, in or to the Leased Premises that: (i) do not affect the structure or safety of the Building systems or Leased Premises; (ii) do not require a Permit to undertake; (iii) do not cost more than $500,000.00 (as adjusted for increases in the Index every five (5) Lease Years); and (iv) does not otherwise constitute a Material Alteration.

14. **Condemnation.**

(a) Tenant, promptly upon obtaining knowledge of any actual or proposed institution of any proceeding for Condemnation, will notify Landlord (and any Leasehold Mortgagee) thereof and Landlord (and any Fee Mortgagee and/or Leasehold Mortgagee) will be entitled to participate in any Condemnation proceeding at its own expense. Landlord, promptly upon obtaining knowledge of the institution of any proceeding for Condemnation, will notify Tenant thereof and Tenant (and any Leasehold Mortgagee) shall have the right to participate in any Condemnation proceeding at its own expense. Subject to the provisions of this Section 14 and Section 17, Tenant hereby irrevocably conveys and assigns to Landlord any Condemnation Award attributable to the Fee Estate in any period during which Landlord is entitled to any such award pursuant to this Lease; provided, however, that nothing in this Lease will be construed as, or deemed to require, the assignment to Landlord of any Condemnation Award attributable to the Leasehold Estate hereunder, Tenant's trade fixtures or other tangible personal property of Tenant, Tenant's moving expenses and similar claims, all of which shall be payable to Tenant. Further, Landlord may not settle any such Condemnation action involving the Leasehold Estate or such other of Tenant's assets described in the preceding sentence, without the consent of Tenant as to the adequacy of the award payable to Tenant. Tenant shall have the further right to make a separate claim at Tenant's sole cost and expense, therefor against the applicable Governmental Authority instituting the Condemnation in the event any award is inadequate to compensate Tenant as hereinabove required.

(b) If a Condemnation that is a Total Loss shall occur (which Condemnation is not a temporary taking), then, the following shall apply: This Lease shall terminate as of the date the transfer of title pursuant to such Condemnation. In the event of any such termination, the Base Rent and Additional Rent payable by Tenant hereunder shall be apportioned as of the date of such termination. Any Condemnation Awards shall be allocated between Landlord and Tenant in the following order of priority until exhausted: (a) to Landlord, in proportion to the Condemnation Fair Market Value of the Fee Estate that is subject to the Condemnation; and (b) to Tenant, in proportion to the Condemnation Fair Market Value of the Leasehold Estate (subject to any applicable Fee Mortgage) that is subject to the Condemnation; provided, however, that if there are separate Condemnation Awards for the Fee Estate (subject to any applicable Leasehold

Mortgage) and the Leasehold Estate, the Condemnation Award shall be paid in respect of such separate claims. Tenant and any Leasehold Mortgagee shall have the right to participate in Condemnation proceedings with Landlord. The obligations of Landlord and Tenant to allocate the Condemnation Award shall survive termination of this Lease.

(c) If a Condemnation that is not a Total Loss shall occur, then the following shall apply: Tenant will promptly, at its sole cost and expense, without regard to the adequacy of any Condemnation Award for such purpose, either (as elected by Tenant) diligently and promptly as commercially practicable, Restore the Improvements so taken in conformity with the requirements of Section 14 as nearly as practicable to the condition, size, quality of workmanship and market value thereof immediately prior to such Condemnation. There shall be no abatement of Rent during such period of Restoration or thereafter. The Condemnation Award shall be distributed in accordance with the manner set forth in Section 14(b) above, except that Tenant's entire Condemnation Award shall be deposited in a fund ("Restoration Fund") to be paid to and held and disbursed by the Proceeds Trustee under the same terms and conditions for disbursement (as if a Restoration following a Casualty as set forth in Section 16(b) hereof); provided, however, that if there are separate Condemnation Awards for the Fee Estate and the Leasehold Estate, the Condemnation Award for the Fee Estate shall be distributed to Landlord and the Condemnation Award for the Leasehold Estate shall be deposited in the Restoration Fund.

(d) Solely in the event of a Condemnation that affects any part of the Improvements (but is not a Total Loss), as of the date of receipt of the applicable Condemnation Award, Base Rent hereunder shall be reduced by an amount equal to the Condemnation Percentage (the "Condemnation Reduction"), but shall not otherwise be abated, diminished, reduced or delayed. For purposes of calculating any Rent Escalation or CPI Escalation pursuant to Section 4 following the reduction in Base Rent pursuant to a Condemnation Reduction, Base Rent for the Lease Year in which the Condemnation Reduction occurs and all preceding Lease Years shall be deemed to have been reduced by the Condemnation Reduction (without duplication). For the avoidance of doubt, any Rent Escalation or CPI Escalation described in Section 4 of this Lease shall otherwise continue to apply in the same manner as set forth in Section 4 at all times following the date of the Condemnation Reduction.

(e) If a temporary Condemnation occurs, the Condemnation Award from such temporary Condemnation shall belong to Tenant (subject to the rights of Leasehold Mortgagees and this Lease shall not be affected in any way).

(f) Notwithstanding anything to the contrary contained herein, if any such Condemnation that is not a Total Loss occurs at any time during the last two (2) years of the Term of this Lease, Tenant, upon Notice given to Landlord within ninety (90) days following such Condemnation, may elect not to restore the Leased Premises, in which event this Lease and the Term shall terminate and expire on the date said Notice is received by Landlord and the Rent payable by Tenant hereunder shall be apportioned as of the date of such termination; provided, however, such termination shall not be

effective unless the Notice is accompanied by an unconditional written consent to such termination executed by any and all Leasehold Mortgagee(s), such consent to be granted or withheld in such Leasehold Mortgagee(s) sole and absolute discretion. In such event, the entire Condemnation Award shall be paid to Landlord (subject to the rights of Fee Mortgagee).

(g) If the condemning authority makes separate Condemnation Awards to Tenant with respect to the Leasehold Estate and to Landlord with respect to the Fee Estate, then subject to the rights of any Leasehold Mortgagee under any Leasehold Mortgage, Tenant shall, at its sole cost and expense, negotiate and settle the amount of the Condemnation Award with regard to the Leasehold Estate, and Landlord shall, subject to the rights of any Fee Mortgagee under any Fee Mortgage, at its sole cost and expense, negotiate and settle the amount of the Condemnation Award with regard to the Fee Estate.

15. **Insurance.**

(a) At all times throughout the Term, Tenant will maintain at its sole cost and expense the following insurance on the Leased Premises for the mutual benefit of the Landlord, Tenant, any Fee Mortgagee and any Leasehold Mortgagee hereunder (as their respective interests appear):

(i) Property Insurance against loss or damage to the Improvements under a "Special Form" (previously, "comprehensive all risk") insurance policy or its equivalent, which will include flood insurance, earthquake insurance, wind and hail boiler explosion (if there is any boiler upon the Leased Premises), sprinkler damage/leakage, ordinance and law, and terrorism coverage. Improvements shall be insured for no less than one hundred (100%) of the full insurable value and valued on a replacement cost with no co-insurance provisions. Catastrophic sublimits must be sufficient for the Leased Premises. Landlord may require Tenant to provide catastrophic modeling from Tenant to evaluate catastrophic limits.

(ii) Commercial general liability and excess (umbrella) liability including products liability coverage, covering Landlord and Tenant against bodily injury liability, and property damage liability, including without limitation any liability arising out of the maintenance, repair, condition or operation of the Leased Premises. If alcoholic beverages are sold or furnished by the Tenant, Dram Shop/Liquor Liability Insurance shall also be provided with limits of not less than $2,000,000.00 per occurrence. Coverage should not include exclusions for assault and battery, abuse and molestation (including human trafficking), contractual liability, independent contractors, gravity related injuries sustained by employee of an insured or any insured height limitations and residential work (if applicable). Coverage shall be written on a per occurrence form. Such insurance policy or policies shall contain a "severability of interest" clause or endorsement which precludes the insurer from denying the claim of Tenant or

Landlord because of the negligence or other acts of the other. General Liability shall be in amounts of not less than $1,000,000.00 per occurrence, and $2,000,000.00 aggregated. Tenant shall also carry commercial umbrella/excess liability insurance in an amount no less than $10,000,000.00 Landlord or Fee Mortgagee may require at their reasonable discretion, increased limits that shall be consistent with the commercial umbrella/excess liability required by institutional owners of properties similar to the Leased Premises) per occurrence and aggregate. Excess liability/Umbrella coverage shall be as broad in coverage as the underlying insurance and shall sit excess of employers' liability and auto liability as required under this Lease. If coverage insures more than one location, the policy limit shall be written on a "per location" basis. Tenant will name the Landlord, Fee Mortgagee and Leasehold Mortgagee as an additional insured and provide a waiver of subrogation in favor of the Landlord, Fee Mortgagee and Leasehold Mortgagee.

(iii) Auto Liability insurance resulting from losses from an automobile including Garagekeepers Legal liability (if valet services are provided on the Leased Premises by Tenant) with a combined single limit of not less than one million dollars ($1,000,000.00) per occurrence for bodily injury and property damage in any one accident covering (i) all owned autos; (ii) hired autos; and (iii) non owned autos. Tenant will name the Landlord as an additional insured and provide a waiver of subrogation in favor of the Landlord, Fee Mortgagee and Leasehold Mortgagee.

(iv) Workers' compensation covering all persons employed by Tenant on the Leased Premises in connection with any work done on or about any of the Leased Premises providing statutory coverage and employers' liability limits of not less than $1,000,000.00 each accident for bodily injury by accident and $1,000,000.00 each employee and policy limit for bodily injury by disease. Tenant will provide a waiver of subrogation in favor of the Landlord, Fee Mortgagee and Leasehold Mortgagee.

(v) New York disability coverage for all persons employed in connection with the Construction Project, as required by the State of New York.

(vi) Loss of rents and/or business interruption insurance (A) covering all risks required to be covered by the insurance provided for in Section 13(a)(i), (v) and (vi) hereof; (B) in an amount equal to 100% of the projected Base Rent and Additional Rent from the Leased Premises (on an actual loss sustained basis) for a period continuing until the Restoration of the Leased Premises is completed; the amount of such business interruption/loss of rents insurance shall be determined prior to the date of Completion and at least once each year thereafter based on Tenant's reasonable determination of the projected gross income from the Leased Premises for a twenty-four (24) month period; and (D) containing an extended period of indemnity endorsement which provides that after the physical loss to the Improvements and the personal property has been

repaired, the continued loss of income will be insured until such income either returns to the same level it was at prior to the loss, or the expiration of six (6) months from the date that the Leased Premises is repaired or replaced and operations are resumed, whichever first occurs, and notwithstanding that the policy may expire prior to the end of such period. Except as otherwise expressly set forth in this Lease, all proceeds payable to Landlord pursuant to this clause shall be held by Landlord, and shall be applied to the obligations from time to time due and payable under this Lease; provided, however, that nothing herein contained shall be deemed to relieve Tenant of its obligation to pay Taxes, Base Rent, Additional Rent or any other amounts due hereunder on the respective dates of payment provided for herein except to the extent such amounts are actually paid out of the proceeds of such business income insurance; provided, further, if the amount of such insurance proceeds shall be in excess of such obligations, the excess shall be paid to and be retained by Tenant unless pursuant to the terms of any Leasehold Mortgage such excess is required to be paid to such Leasehold Mortgagee.

(vii) If requested by Landlord, Tenant will obtain Environmental/Pollution Legal Liability: (i) if and to the extent available for the Leased Premises and (ii) on terms and conditions reasonably acceptable to Landlord, provided that Tenant can obtain such insurance at commercially reasonable market rates. Tenant will name the Landlord, Fee Mortgagee and Leasehold Mortgagee as an additional insured.

(viii) At all times prior to Substantial Completion, and thereafter whenever Tenant is making any Alterations, repairs (including maintenance related repairs) or performing or causing to be performed other construction work of any kind on the Leased Premises (collectively, "Work"), the estimated cost of which in any one instance exceeds $250,000.00, the term "Insurance Requirement" or "Insurance Requirements" will include a requirement that Tenant obtain or cause its contractor to obtain (x) special perils property insurance or builder's risk "special perils" insurance (including wind, flood, earthquake, boiler and machinery, ordinance or law insurance) (which builder's risk insurance will be in lieu of, and not in addition to, the casualty insurance policy described in Section 15(a)(i) with respect to the Construction Project under the Work Letter) in amounts sufficient to provide full "completed value" replacement coverage for all Improvements, including the Work, and all materials and equipment on or about the Leased Premises and (y) contractors pollution liability insurance with limits of at least $1,000,000.00. Tenant shall require all contractors and subcontractors and subcontractors performing work on the Leased Premises to maintain the same coverage as outlined in Sections 15(a)(ii), (iii), and (iv) or otherwise reasonably acceptable to Landlord based on the scope involved in respect of any work or operations on or about the Leased Premises, or in connection with the Leased Premises or its operation or other insurance coverage covering all persons employed in connection with the Work, whether by Tenant, its contractors or subcontractors and with respect to whom death or

bodily injury claims could be asserted against Landlord. In addition, all such insurance described in this Section 15(a)(viii): (A) Shall name the Landlord and any Fee Mortgagee as an additional insured except on workers' compensation, (B) shall include a waiver of subrogation in favor of the Landlord and Fee Mortgagee, (C) coverage shall be on a primary and non-contributory basis, and (D) if any off-site storage location listed with Tenant's insurer is used, shall cover, for full insurable value, all materials and equipment which have been delivered to and are stored at any such offsite storage location and which are intended for use with respect to the Improvements.

(b) All companies providing insurance required by Section 15(a) must have an A- or higher rating, as such ratings are ascribed by A.M. Best or equivalent, with a financial class of VII or higher (or otherwise agreed to by Landlord and any Fee Mortgage) and a claims paying ability/financial strength rating of "A-" or better by S&P, and must be licensed to do insurance business in the State. The Tenant's insurance policies and those required pursuant to Section 15(a)(viii) above shall be primary and non-contributory. If the required insurance expires, is withdrawn, becomes void because of a breach of any condition thereof by Tenant or becomes void for any other reason, Tenant must promptly obtain new or additional insurance as required under Section 15(a) above. The deductible for the insurance coverage required under Section 15 but no including catastrophic property perils deductible may not exceed $50,000.00 unless approved by Landlord and shall be adjusted for any increase in the Index every five (5) Lease Years. Self-insurance is not permitted without Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed. In addition, Tenant shall not name any person other than Landlord, any Fee Mortgagee(s) and any Leasehold Mortgagee as loss payee, without Landlord's prior consent, and shall not carry separate insurance (other than personal injury liability insurance and such additional insurance with respect to the Leased Premises as may be required from time to time by any Leasehold Mortgagee) concurrent in form or contributing in the event of loss with that required by this Lease to be furnished or which may be required to be furnished by Tenant, unless Landlord and any Fee Mortgagees and any Leasehold Mortgagees are included therein as insureds with loss payable as provided in this Lease. Tenant shall immediately notify Landlord of the carrying of any such separate insurance and shall cause the same to be delivered as required in this Lease.

(c) Each insurance policy referred to above must, to the extent applicable, contain standard mortgagee clauses in favor of any Fee Mortgagee and Leasehold Mortgagee. All insurance policies and endorsements required herein shall be fully paid and nonassessable. As evidence of the insurance specified in Section 15(a) required to be maintained by Tenant, Tenant will deliver to Landlord a certificate or certificates of insurance on an industry standard Acord 25 or Acord 28 (as applicable) or such other form as may be reasonably acceptable to Landlord and any Fee Mortgagee and Leasehold Mortgagee. Certificates will be furnished to the Landlord ten (10) days prior the policy effective dates and shall include copies of additional insured, waiver of subrogation, primary and non-contributory, and loss payee endorsements required in Section 15. Each policy required pursuant to this Section 15 shall and provide as

follows, to the extent Tenant is reasonably able to obtain policies that so provide: (A) that any loss otherwise payable thereunder to a particular insured or loss payee will be payable notwithstanding (i) any act or omission of any other insured or loss payee which might, absent such provision, result in a forfeiture of all or a part of such insurance payment, (ii) the occupation or use of any of the Leased Premises for purposes more hazardous than permitted by the provisions of such policy, (iii) any foreclosure or other action or proceeding taken by any Fee Mortgage pursuant to any provision of any Fee Mortgage upon the happening of an event of default therein, or (iv) any change in title or ownership of any of the Leased Premises, (B) that such policy shall provide thirty (30) days' notice (which notice shall be delivered to Landlord and Fee Mortgagee) of cancellation in coverage, or such notice as is customarily available in accordance with policy provisions, Tenant shall notify Landlord within thirty (30) days of receipt of any Notice of Cancellation from its insurer that results in a material change in the coverage terms and limits resulting in non-compliance with the insurance provisions stated herein.

(d) Tenant will pay as they become due all premiums for insurance required by this Section 15, will timely renew or replace each policy, and will deliver to Landlord and any Fee Mortgage and any Leasehold Mortgagee a certificate (reasonably acceptable to Landlord and such Fee Mortgage and such Leasehold Mortgagee) evidencing the existing policy and such renewal or replacement policy upon policy renewal. In the event of Tenant's failure to comply with any of the foregoing requirements of this Section 15, Landlord, following written notice to Tenant, will be entitled to procure such insurance. Any sums expended by Landlord or any Fee Mortgagee in procuring such insurance will be Additional Rent and will be repaid by Tenant, together with interest thereon at the Default Rate, from the time of payment by Landlord or such Fee Mortgagee until fully paid by Tenant within ten (10) days after written demand therefor by Landlord or such Fee Mortgagee, as the case may be, along with documentation which supports the expenses, fees and costs incurred. Tenant shall (and/or shall cause its subtenants, if applicable, to) observe and comply with the requirements of all policies of insurance in force with respect to the Leased Premises required under this Section 15.

(e) Notwithstanding anything to the contrary in this Section 15, any insurance which Tenant is required to obtain pursuant to Section 15(a) may be carried under a "blanket" policy or policies covering other properties or liabilities of Tenant, provided that such "blanket" policy or policies otherwise comply with the provisions of this Section 15. In the event any such insurance is carried under a blanket policy, Tenant will deliver to Landlord and any Fee Mortgage a certificate of insurance as required in the above sections of this Section 15.

(f) Notwithstanding anything to the contrary contained in this Section 15, in light of the length of the Term, Landlord may from time to time, upon not less than sixty (60) days' written notice to Tenant, adjust the insurance coverages required by this Section 15, including the amounts of the coverage required hereby, to conform to the insurance requirements that are, in Landlord's good faith commercially reasonable determination, then customary for leases of projects similar to the Leased Premises in the

Relevant Area or otherwise required by any Leasehold Mortgagee or by any Legal Requirements.

(g) Anything in this Lease to the contrary notwithstanding, Landlord and Tenant, for themselves and their respective insurers or any other party claiming through or under them by way of subrogation or otherwise, hereby waive and release each other of and from any and all right of recovery, claim, action, or cause of action against each other, their agents, officers and employees, for any loss or damage that may occur to the Leased Premises, improvements to the Leased Premises, or personal property within the Leased Premises, by reason of fire or the elements, or other casualty, regardless of cause or origin including the negligence of the Landlord or Tenant, to the extent such loss is fully-insured under insurance policies carried by Landlord or Tenant (or required to be carried hereunder) and agree that no insurer shall have any right of subrogation against the other such party. Landlord and Tenant agree to obtain, to the extent available in the jurisdiction where the Leased Premises is located, a waiver of subrogation from the respective insurance companies which have issued policies of insurance covering all risk of direct physical loss, and to have the insurance policies endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers.

(h) Tenant may also carry any additional insurance with respect to the Leased Premises as may be required from time to time by any Leasehold Mortgagee.

(i) A lack of insurance coverage does not reduce or limit the Tenant's obligation to indemnify the Landlord set forth in this Lease.

16. **Casualty.**

(a) In the event the Leased Premises shall be wholly or partially damaged or destroyed by fire or other casualty (each, a "Casualty"), Tenant will promptly give Landlord written notice thereof and Tenant shall, at its own cost and expense, promptly and diligently commence and complete Restoration of the Leased Premises using, to the extent reasonably possible, materials of substantially the same or better quality than that of the materials being replaced. Notwithstanding the foregoing, during the period prior to commencing such Restoration, Tenant shall promptly take such steps as shall be necessary or advisable to preserve any undamaged portion of the Leased Premises and to ensure that the portions of the Leased Premises that are accessible to the public shall be safe and free from conditions hazardous to life and property. Such Restoration must comply with all terms of this Lease, including, without limitation, Section 13. This Lease shall remain in full force and effect and Tenant's obligation to pay Rent shall remain unabated during the period required for adjusting insurance claims and completion such Restoration. Tenant shall so Restore the Leased Premises whether or not (i) such damage or destruction was insured (provided same was insurable), or (ii) the insurance proceeds are sufficient to pay in full any cost of the Restoration; and Landlord shall in no event be called upon to repair, replace or rebuild the Leased Premises or any Improvements thereon.

(b) If the Net Proceeds are equal to or less than Five Million and No/100 Dollars ($5,000,000.00) (as adjusted for the Index every five (5) Lease Years) (the "Casualty Threshold"), such Net Proceeds shall be paid and disbursed directly to Tenant, to be applied to the completion of the Restoration in accordance with this Lease, solely for the purpose of completing such Restoration.

(c) If the Net Proceeds exceed the Casualty Threshold, such Net Proceeds shall be held by and administered by the Proceeds Trustee in an Eligible Account and paid to Tenant as Restoration progresses in accordance with this Lease, solely for the purpose of completing the Restoration. Provided no Event of Default then exists under this Lease, upon completion of the Restoration and full payment therefor, the remaining portion of the Net Proceeds, if any, shall be released to Tenant or, in the event a Leasehold Mortgage is then in place, in accordance with such Leasehold Mortgage. Tenant shall, not later than the later of (x) the commencement of such Restoration or (y) if applicable, ten (10) Business Days after Notice from Landlord to Tenant demanding that a Casualty Repair Guarantor execute a deliver a Casualty Repair Guaranty to Landlord, do the following:

(i) cause a Person approved by Landlord (such Person, the "Casualty Repair Guarantor"), such approval not to be unreasonably withheld, delayed or conditioned, to execute and deliver to Landlord, a guaranty, in form and substance approved by Landlord (such approval not to be unreasonably withheld, delayed or conditioned) guarantying for the benefit of Landlord, each Fee Mortgagee, each Leasehold Mortgagee and the respective successors and assigns of Landlord and each Fee Mortgagee and each Leasehold Mortgagee, the timely satisfaction of all obligations of Tenant to commence, perform and complete the Restoration in question (such guaranty, the "Casualty Repair Guaranty"); provided, however, so long as the Tenant named herein or an Affiliate of such Tenant (which Affiliate is Controlled by one or more of the Tenant Key Persons) is the Tenant hereunder, such obligation to provide a Casualty Repair Guaranty shall not apply (it being agreed that the foregoing shall in no way limit or vitiate Guarantor's obligations under the Completion Guaranty executed by Guarantor in connection with the Project); and

(ii) deliver to Landlord proposed plans and specifications and a budget for such Restoration, all of which Landlord shall approve in its reasonable discretion). Landlord agrees that it will approve the Casualty Repair Guarantor approved by Leasehold Mortgagee and the form of guaranty of the Tenant's obligations to commence, perform and complete the Restoration in question approved by Leasehold Mortgagee (with such modifications as Landlord may reasonably require to conform with the provisions of this Section 16(c)).

(d) If requested by Notice to Tenant from Landlord, Tenant shall promptly provide to Landlord such evidence of Casualty Repair Guarantor's creditworthiness, liquidity, existence, good standing, power and authority to execute, deliver and perform its obligations under the Casualty Repair Guaranty and the due

authorization, execution and delivery by Casualty Repair Guarantor of the Casualty Repair Guaranty as Landlord may reasonably require. A Casualty Repair Guarantor shall cease to be a Casualty Repair Guarantor upon timely full completion by Tenant of the applicable Restoration in accordance with this Section 16. Except as otherwise provided in the Leasehold Mortgage (or any loan document in connection therewith), the Net Proceeds shall be deposited in an interest bearing Eligible Account, to the extent not previously disbursed for Restoration costs, be distributed to Tenant upon completion of said Restoration, provided no Event of Default has occurred and is continuing hereunder.

(e) Subject to Tenant's rights of termination hereinafter set forth, in the event of any Casualty (whether or not insured against) resulting in damage to the Leased Premises or any part thereof, the Term will nevertheless continue and there will be no abatement or reduction of Base Rent, Additional Rent or any other sums payable by Tenant hereunder. Promptly after such Casualty (but subject to Tenant's termination rights set forth below), Tenant must (whether or not such Casualty is insured against and, if insured, whether or not the Net Proceeds are sufficient for the purpose) promptly cause a Restoration of the Improvements subject to, and otherwise in accordance with, all Insurance Requirements and Legal Requirements and the provisions of this Lease (including Section 13 hereof) and the Net Proceeds of such Casualty may be utilized by Tenant for such purpose, subject to the provisions of Section 17 hereof if such Net Proceeds have been paid over to the Proceeds Trustee. If any such Net Proceeds have been paid over to the Proceeds Trustee in such capacity, the Proceeds Trustee must make the Net Proceeds received by it available to Tenant for Restoration, in accordance with the provisions of Section 17.

(f) Notwithstanding anything to the contrary contained herein, if a Casualty occurs that is a Total Loss, provided Tenant shall have obtained and maintained all insurance relating to such Casualty as was required under this Lease, Tenant will have the right to terminate this Lease by written notice to Landlord given within sixty (60) days after such occurrence, so long as the following conditions precedent are satisfied: (i) in the event that the Total Loss results in the destruction of the Improvements to such an extent that the damaged portion thereof cannot be Restored, Tenant shall, at Tenant's expense (but with insurance proceeds received from the corresponding claim or to be reimbursed from insurance proceeds received if Tenant elects to perform the following work before receipt of such funds, in Tenant's sole and absolute discretion), promptly raze the Improvements and clean and otherwise put the Leased Premises in good order (unless Landlord notifies Tenant in writing within thirty (30) days after Landlord receives Tenant's notice of termination that Landlord intends to rebuild or restore the Improvements, in which case Tenant shall only raze the Improvements and clean the Leased Premises to the extent specified in such Notice from Landlord), (ii) Tenant shall pay to Landlord any and all amounts accrued or payable under this Lease (including, without limitation, all Rent) through the effective date of such termination, and (iii) as a condition precedent to the effectiveness of such termination, Tenant shall assign and pay over to Landlord the Net Proceeds with respect to such Casualty, less all costs of demolition and debris removal (provided, however, that Tenant shall be entitled to keep any insurance proceeds payable on account of any loss income or revenue from Tenant's

operation of the Leased Premises for periods prior to the date of such termination as well as all insurance proceeds paid out with respect to Tenant's Personal Property). Upon the expiration of such 30-day period after delivery of such notice, this Lease shall cease and terminate; provided, however, such termination shall not be effective unless the notice is accompanied (or thereafter is followed) by an unconditional written consent to such termination executed by all Leasehold Mortgagee(s). If this Lease is terminated pursuant to this Section 16(f), all insurance proceeds attributable to Restoration of the Improvements will be paid to Landlord and Landlord alone will have the right to settle any claim with the insurance with respect to such proceeds (provided, however, that Tenant shall be entitled to keep any insurance proceeds payable on account of any loss income or revenue from Tenant's operation of the Leased Premises for periods prior to the date of such termination as well as all insurance proceeds paid out with respect to Tenant's Personal Property).

(g) The provisions of this Section 16 shall be deemed an express agreement governing any case of damage or destruction of the Leased Premises by fire or other Casualty, and Section 227 of the Real Property Law of the State of New York, providing for such a contingency in the absence of an express agreement, and any other law of like import, now or hereafter in force, shall have no application in such case.

17. **Restoration**. In the event that the Net Proceeds of any insurance payment following a Casualty or any Condemnation Award has been paid to or otherwise held by a Proceeds Trustee in accordance with this Lease, then, provided that no Event of Default has occurred and is then continuing, the Net Proceeds or Condemnation Award paid to the Proceeds Trustee will be disbursed by the Proceeds Trustee to Tenant (or to Leasehold Mortgagee), to be applied to the Restoration, subject to the following conditions:

(a) At the time of any disbursement, no Event of Default has occurred and is continuing and no mechanics' or materialmen's liens have been filed and remain undischarged and/or unbonded.

(b) Prior to commencement of the Restoration, the architects, contracts, contractors, plans and specifications for the Restoration must have been approved by Landlord if and to the extent required in accordance with this Lease.

(c) Each request for disbursement must be accompanied by a statement by Tenant or its Construction Manager describing the completed work for which payment is requested and stating the cost incurred in connection therewith.

(d) Disbursements will be made from time-to-time in an amount not exceeding the cost of the work completed since the last disbursement upon receipt of (1) satisfactory evidence, including architects' certificates, of the stage of completion, of the estimated cost of completion and of performance of the work to date in a good and workmanlike manner in accordance with the contracts, plans and specifications approved by Landlord, and (2) unconditional lien waivers for providers of labor or materials for work which was the subject of prior paid requisitions.

(e) The Proceeds Trustee may retain ten percent (10%) from each disbursement of the Net Proceeds or Condemnation Award as retainage until not later than thirty (30) days after the Restoration is substantially completed (as evidenced by the delivery of an AIA Form G704) and issuance of a temporary certificate of occupancy for the Leased Premises, if required by Legal Requirements.

(f) Prior to commencement of Restoration and at any time during Restoration, if the estimated cost of Restoration, as set forth in the applicable construction contract for the Restoration, exceeds the amount of the Net Proceeds or Condemnation Award, the amount of such excess will be paid by Tenant to the Proceeds Trustee to be added to the Net Proceeds or Condemnation Award prior to any further disbursement or, at Tenant's option, Tenant will fund at its own expense the costs of such Restoration until the remaining Net Proceeds or Condemnation Award is sufficient for the completion of the Restoration. Except for the payment to Landlord or Fee Mortgagee of the Net Award referred to in Section 14(c), any amount of the Net Proceeds or Condemnation Award and all other amounts then held by the Proceeds Trustee which remains upon the completion of Restoration will be paid to Tenant. For purposes of determining the source of funds with respect to the disposition of funds remaining after the completion of Restoration, the Net Proceeds or Condemnation Award will be deemed to be disbursed prior to any amount added by Tenant.

18. **Subordination to Financing.**

(a) Landlord's interest in this Lease and/or the Leased Premises shall not be subordinate to any encumbrances placed upon the Leased Premises by or resulting from any act of Tenant, and nothing herein contained shall be construed to require such subordination by Landlord. Subject to Section 20 below and Section 10 above, Tenant shall keep the Leased Premises free from any liens for work performed, materials furnished or obligations incurred by Tenant.

(b) This Lease is and will be superior to the lien of any Fee Mortgage. Without limiting the automatic subordination of any mortgages granted by Landlord as set forth in this Section 18(b), at Tenant's request, each Fee Mortgagee shall deliver to Tenant and cause to be recorded in the appropriate land records a commercially reasonable subordination agreement reasonably satisfactory to the parties thereto which shall provide that such Fee Mortgagee's Fee Mortgage shall at all times be fully subordinate to this Lease and any New Lease executed in accordance with Section 12(h) hereof. So long as no Event of Default has occurred and is continuing, Tenant's tenancy will not be disturbed, nor will this Lease be affected by any default under such Fee Mortgage, and in the event of a foreclosure or other enforcement of any such Fee Mortgage, or sale in lieu thereof, the purchaser at such foreclosure sale or pursuant to a deed-in-lieu thereof will be bound to Tenant for the Term of this Lease and any extensions thereof, the rights of Tenant hereunder will expressly survive, and this Lease will in all respects continue in full force and effect (subject to any rights of such Successor Landlord with respect to any Event of Default by Tenant that has occurred and

is continuing). Tenant will not be named as a party defendant in any such foreclosure suit, except as may be required by Legal Requirements, and only to such extent.

(c) At any time prior to the expiration of the Term, Tenant agrees to attorn, from time to time, to any owner of the Fee Estate, any Fee Mortgagee or Successor Landlord which succeeds to Landlord's interest under this Lease, upon the then executory terms and conditions of this Lease, for the remainder of the Term demised in this Lease, provided that such owner or Fee Mortgagee will assume the obligations of Landlord under this Lease thereafter arising. The provisions of this Section 18(c) (x) inure to the benefit of any such owner of Fee, Estate, Fee Mortgagee, or Successor Landlord, and (y) as to Tenant, apply notwithstanding that, as a matter of law, this Lease would have otherwise terminated upon the foreclosure of the Mortgage, will be self-operative, and no further instrument will be required to give effect to said provisions.

19. **Assignment; Subleasing.**

(a) As used herein, the term "Transfer" means (i) any sale, assignment or other transfer of Tenant's interest in this Lease and/or the Leasehold Estate, (ii) any sublease of all or substantially all of the Leased Premises, (iii) any sale, assignment or other transfer of a Commercial Sublease, and (iv) any sale, assignment, other transfer of any interest in Tenant or in any Person that directly or indirectly owns Tenant; provided, however, that the term "Transfer" shall not include any Leasehold Mortgage that is permitted pursuant to Section 12, nor the consummation of a foreclosure or deed-in-lieu of foreclosure by the holder of a Leasehold Mortgage (but any Transfer by a Person that acquired Tenant's interest in this Lease and the Leasehold Estate, or the equity interests in Tenant or Tenant's direct or indirect owners, in each case pursuant to a foreclosure or deed-in-lieu of foreclosure, shall be a Transfer for purposes of this Lease).

(b) Prior to Substantial Completion of the Project, Tenant may not effectuate any Transfer or sublease any portion(s) of the Leased Premises, or permit a Key Person Event to occur, unless Landlord grants its prior written consent thereto, which shall be given or withheld in Landlord's sole and absolute discretion. From and after Substantial Completion of the Project, (i) Landlord's consent (not to be unreasonably withheld or delayed) shall be required with respect to any Transfer of the Lease, provided that Landlord may withhold its consent to any Transfer of the Lease if (A) at the time of such Transfer, an Event of Default has occurred and remains uncured and is continuing, (B) following the consummation of such Transfer, the Tenant hereunder would be, and would be Controlled by, a Prohibited Person, and/or (C) following the consummation of such Transfer, the Tenant hereunder would not be a Qualified Transferee, Landlord's consent shall not be required with respect to any Transfer to an Affiliate of Tenant, provided such Affiliate is not a Prohibited Person and is Controlled by one or more Tenant Key Person, and (iii) subject to any applicable Fallback Business Plan approved by Landlord in accordance with the Lease, Tenant may enter into one or more Subleases of the Leased Premises (it being agreed that (A) subject to the penultimate sentence of this paragraph, any Commercial Sublease demising 10,000 square feet or more of the rentable area of the Leased Premises shall require Landlord's

prior written consent (not to be unreasonably withheld, conditioned or delayed) and (B) if the Improvements are redeveloped into the Multifamily Project, such Subleases may include Residential Subleases). If requested by Tenant, Landlord and Tenant shall reasonably agree to a set of parameters with respect to Commercial Subleases that, if satisfied, the applicable Commercial Sublease will not require Landlord's prior written consent in accordance with this Section. Notwithstanding the foregoing, Landlord's consent shall not be required in connection with any Leasehold Mortgagee's exercise of its remedies under the Leasehold Mortgage, including without limitation its foreclosure on or acceptance of an assignment-in-lieu of foreclosure with respect to Tenant's interest herein and conveying Tenant's interests hereunder to the purchaser at such foreclosure sale or pursuant to such assignment-in-lieu thereof.

(c) In no event may Tenant effectuate a Transfer to or sublease any portion of the Leased Premises to any Prohibited Person, and no Transfer or subletting shall be effective until the transferee or subtenant has provided written certification to Landlord that (A) neither such transferee or subtenant nor any Person who owns directly or indirectly any interest in such assignee or subtenant is a Prohibited Person, and (B) such transferee or subtenant has taken reasonable measures to assure than no Person who owns directly or indirectly any interest in such assignee or subtenant is a Prohibited Person; provided, however, the covenant contained in this sentence shall not apply to (i) any Person to the extent that such Person's interest is in or through a U.S. Publicly Traded Entity, (ii) any SRO Tenants, or (ii) any Person subleasing an apartment unit pursuant to a Residential Sublease, provided that Landlord has instituted commercially reasonable procedures to ensure that no such Sublease is made to a Prohibited Person.

(d) At least ten (10) Business Days prior to consummating a Transfer, Tenant shall deliver reasonable evidence to Landlord that, following the consummation of such Transfer, the Tenant hereunder will not be, and will not be Controlled by, a Prohibited Person and will be a Qualified Transferee. Tenant agrees that in the case of an assignment of this Lease, Tenant will, not less than ten (10) Business Days prior to the execution and delivery of any such assignment as described in Section 19(b), give notice of such assignment to Landlord, any Leasehold Mortgagee and any Fee Mortgage. Tenant further agrees that in the case of such assignment, Tenant will, within five (5) Business Days after the execution and delivery of any such assignment, deliver to Landlord, any Leasehold Mortgagee and any Fee Mortgage (i) a duplicate original of such assignment, along with a Memorandum thereof in recordable form and (ii) an agreement executed and acknowledged by the assignee in recordable form wherein the assignee agrees to assume and agrees to observe and perform all of the terms and provisions of this Lease on the part of the Tenant to be observed and performed from and after the date of such assignment. Notwithstanding anything in this Lease to the contrary, upon an assignment of this Lease to a Qualified Transferee permitted hereunder or to any other assignee or subtenant otherwise consented to in writing by Landlord in its sole and absolute discretion, the assigning Tenant shall be thereupon released from all obligations and liabilities which accrue from and after the effective date of such assignment in the event that such Qualified Transferee (or other approved assignee or subtenant) assumes all of the obligations and liabilities of the Tenant hereunder accruing from and after the

effective date of such assignment (and in the event that such Qualified Transferee (or other approved assignee or subtenant) assumes all of the obligations and liabilities of the Tenant hereunder prior to and after the effective date of such assignment, the assigning Tenant shall also be thereupon released from all obligations and liabilities which accrued prior to the effective date of such assignment); provided, however, following such Transfer, Guarantor shall not be released from any of its obligations under each of the Environmental Indemnity and the Indemnity Agreement unless and until a replacement Qualified Replacement Guarantor has executed and delivered to Landlord replacement indemnities in accordance with Section 19(o).

(e) No Sublease under, or assignment of this Lease (or any rejection in bankruptcy or other default by any assignee or subtenant hereunder) will relieve the Tenant named herein of its obligations hereunder, which will continue as the obligations of a principal and not as the obligations of a surety or a guarantor. Notwithstanding any merger, consolidation or sale (i) of Tenant, (ii) of any parent, subsidiary or Affiliate of Tenant, or (iii) of any or all of the assets of Tenant or any parent, subsidiary or Affiliate of Tenant, Tenant (and any successor of Tenant by such merger, sale or consolidation) will continue to be obligated for all of Tenant's obligations hereunder without any abatement, diminution, set-off, reduction, rebate, termination, or decrease, except as expressly provided in this Lease. The joint and several liability of Tenant and any immediate and remote successor in interest of Tenant (by assignment or otherwise), and the due performance of the obligations of this Lease on Tenant's part to be performed or observed, will not in any way be discharged, released or impaired by any (A) stipulation which extends the time within which an obligation under this Lease is to be performed, (B) waiver of the performance of an obligation required under this Lease, or (C) failure to enforce any of the obligations set forth in this Lease. Notwithstanding the foregoing or anything in this Lease to the contrary, upon an assignment of this Lease to a Qualified Transferee permitted hereunder or other assignee or subtenant otherwise consented to in writing by Landlord, the assigning Tenant (including, without limitation, the Tenant named herein) shall be thereupon released from all obligations and liabilities which accrue from and after the effective date of such assignment in the event that such Qualified Transferee (or other approved assignee or subtenant) assumes all of the obligations and liabilities of the Tenant hereunder accruing from and after the effective date of such assignment (and in the event that such Qualified Transferee (or other approved assignee or subtenant) assumes all of the obligations and liabilities of the Tenant hereunder prior to and after the effective date of such assignment, the assigning Tenant (including, without limitation, the Tenant named herein) shall also be thereupon released from all obligations and liabilities which accrued prior to the effective date of such assignment); provided, however, following such Transfer, Guarantor shall not be released from any of its obligations under each of the Environmental Indemnity and the Indemnity Agreement unless and until a replacement Qualified Replacement Guarantor has executed and delivered to Landlord replacement indemnities in accordance with Section 19(o).

(f) No interest in Tenant or any Affiliate of Tenant, or in any Person owning directly or indirectly any interest in Tenant or any Affiliate of Tenant, shall be

transferred, assigned or conveyed to any Prohibited Person, and any such transfer, assignment or conveyance shall not be effective until the transferee has provided written certification to Landlord that (i) the transferee or any Person who owns directly or indirectly any interest in transferee, is not an Prohibited Person, (ii) the transferee has taken reasonable measures to assure than any Person who owns directly or indirectly any interest in transferee, is not a Prohibited Person, and (iii) after such transfer, Tenant shall still meet the requirements of a Qualified Transferee; provided, however, the covenant contained in this sentence shall not apply to any Person to the extent that such Person's interest is in or through a U.S. Publicly Traded Entity.

(g) Notwithstanding any merger, consolidation or sale (i) of Tenant, (ii) of any parent, subsidiary or Affiliate of Tenant, or (iii) of any or all of the assets of Tenant or any parent, subsidiary or Affiliate of Tenant, Tenant (and any successor of Tenant by such merger, sale or consolidation) will continue to be obligated for all of Tenant's obligations hereunder without any abatement, diminution, set-off, reduction, rebate, termination, or decrease, except as expressly provided in this Lease.

(h) Each Sublease of the Leased Premises or any part thereof shall:

(i) at all times, be subject and subordinate to the provisions of this Lease;

(ii) have a scheduled expiration no later than the calendar day immediately preceding the Expiration Date, unless otherwise required by Legal Requirements;

(iii) not knowingly and intentionally cause any violation of any Legal Requirement or Insurance Requirement;

(iv) not be with an Affiliate of Tenant without the prior written consent of Landlord (which consent may be given or withheld in Landlord's sole and absolute discretion); provided, however, Tenant may enter into Residential Subleases with one or more Affiliates of Tenant, provided that (x) no more than five percent (5%) of the aggregate residential rentable square footage of the Improvements at the Leased Premises shall be made to Affiliates of Tenant, (y) any such Residential Sublease to an Affiliate of Subtenant shall be on arms-length terms and otherwise comply with the requirements of a Residential Sublease set forth in this Lease and (z) no such Affiliate of Tenant party to a Residential Sublease shall be a Prohibited Person; and

(v) for Commercial Subleases, contain provisions which provide that, (A) if this Lease terminates, for any reason, then at the option of Landlord, such Sublease shall terminate and subtenant shall have no rights against Landlord, (B) in such event, such subtenant, only at the option and request of Landlord, shall attorn to Landlord and

recognize Landlord as such subtenant's direct landlord under such Sublease, and (C) such subtenant shall execute and deliver, at any time and from time to time, upon the request of Tenant, Landlord, any Fee Mortgagee, or any Leasehold Mortgagee, any instrument necessary or appropriate to evidence such attornment.

(i) The fact that a violation or breach of any of the terms, provisions or conditions of this Lease results from or is caused by an act or omission by any Subtenant under a sublease shall not relieve Tenant of Tenant's obligations in respect thereof. If this Lease terminates for any reason prior to the scheduled Expiration Date, then Landlord shall have the option (but no obligation whatsoever (except as otherwise expressly agreed in writing by Landlord)) at the time this Lease terminates to recognize as a direct lease between Landlord and the applicable Subtenant any sublease and such Subtenant, at Landlord's option, shall attorn to Landlord pursuant to the then-executory provisions of such sublease; provided, however, that Landlord shall not be bound by or liable for any of the matters set forth in the recognition, non-disturbance and attornment agreement, in the form attached hereto as Exhibit B. Tenant shall deliver to Landlord, within five (5) Business Days of the effective date of a Sublease, a true, correct and complete list of Subleases in effect with respect to the Leased Premises and a copy of each such Sublease (including any amendments, supplements and modifications thereof), certified by Tenant to be true, correct and complete.

(j) Upon the occurrence and during the continuance of an Event of Default under this Lease, Landlord (and/or Landlord's designee) will have the right to collect and enjoy all rents and other sums of money payable under any Sublease of all or any portion of the Leased Premises, and Tenant hereby irrevocably and unconditionally assigns such rents and money to Landlord (and/or Landlord's designee), which assignment(s) may be exercised upon and after (but not before) the occurrence of an Event of Default so long as such Event of Default is continuing. In the event this Lease is terminated following an Event of Default or otherwise in accordance with the terms hereof, Landlord, may, in its sole discretion (without any obligation to do so), elect to recognize any one or more of the Subleases as a direct lease between Landlord (and/or Landlord's designee) and such subtenant. Under no circumstances shall Landlord (and/or Landlord's designee) have liability under any Subleases unless and until Landlord so elects to recognize such Sublease (or has recognized or is obligated to recognize such Sublease pursuant to Section 19(n)).

(k) If a Transfer occurs in violation of the provisions of this Section 19, then such Transfer shall be void and of no force and effect against Landlord; provided, however, Landlord (or Landlord's designee) may collect an amount equal to the then Rent from the transferee, assignee, subtenant, or other applicable party as a fee for its use and occupancy of the Leased Premises. If the Leased Premises or any part thereof is sublet to, or occupied by, or used by, any Person other than Tenant, whether or not in violation of this Section 19, Landlord (or Landlord's designee), after the occurrence of and during the continuance of an Event of Default, including, without limitation, a subletting or occupancy in violation of this Section 19, may collect any item of rent or

other sums paid by any subtenant, user or occupant as a fee for its use and occupancy, and shall apply the net amount collected to the Rent reserved in this Lease. No Transfer, subletting, occupancy or use, whether with or without Landlord's prior consent, nor any such collection or application of rent or fee for use and occupancy, shall be deemed a waiver by Landlord of any term, covenant or condition of this Lease or, except as expressly provided in such consent or as expressly provided otherwise in this Section 19, the acceptance by Landlord of such assignee, subtenant, occupant or user as tenant hereunder. The consent by Landlord to any Transfer, subletting, occupancy or use, to the extent required under this Section 19, shall not relieve Tenant from its obligation to obtain the express prior consent of Landlord to any further Transfer, subletting, occupancy or use which requires Landlord's consent hereunder.

(l) With regard to any assignment which is permitted pursuant to this Section 19, Landlord shall cooperate with the reasonable requests of Tenant made for purposes of effectuating such assignment and the use of the Leased Premises as contemplated thereby, which cooperation shall include, without limitation, execution and delivery of any such documents, agreements, instruments, applications, licenses, permits, estoppels or consents reasonably required by the parties to consummate such assignment or transfer and/or to permit the Leased Premises to be used by such assignee or transferee as contemplated by such assignment or transfer and so long as Landlord assumes no liability thereunder or Tenant indemnifies Landlord from such liability. Notwithstanding the foregoing, Landlord shall not be required to incur any cost or expense, nor shall Landlord be required to revise, amend or modify any terms or conditions of this Lease in order to effectuate an assignment desired by Tenant. Tenant agrees to promptly reimburse Landlord for its actual out-of-pocket costs and reasonable attorney's fees incurred by Landlord in connection with the actions requested by Tenant hereunder.

(m) Notwithstanding anything to the contrary contained herein, (i) no single subtenant shall be a party to more than five percent (5%) of the Residential Subleases at any one time and (ii) if a Commercial Sublease demises 20,000 or more square feet of the rentable square footage of the Improvements (any such Commercial Sublease, a "Significant Commercial Sublease"), Tenant shall deliver to Landlord a certificate or letter from a reputable national brokerage company approved by Landlord (not to be unreasonably withheld, conditioned or delayed) confirming that such subletting is for a rental which is not less than the "fair market rental" (meaning, for purposes of this clause (ii), rental which would be paid for such space (commencing at the same time as the proposed subtenant's use or occupancy) in an arms-length transaction with a third party leasing a similar amount of space in the Leased Premises for the same term and shall include, *inter alia*, all fixed, percentage and escalation rents which would be included under such Sublease for the portion of the Leased Premises demised thereunder) (any such letter or certificate, a "Market Sublease Letter").

(n) Without limiting the automatic recognition of any subtenant by Landlord set forth in Section 19(g) or as otherwise set forth herein, Landlord shall, upon Tenant's request made at any time or from time to time, enter into a recognition, non-disturbance and attornment agreement, in the form attached hereto as Exhibit B

(with such commercially reasonable modifications as such subtenant may request) or otherwise in a commercially reasonable form reasonably acceptable to Landlord, with respect to any Commercial Sublease entered into in accordance with the provisions of this Lease; provided, that: (A) the subtenant is not a Prohibited Person and is not Tenant or an Affiliate of Tenant; (B) either (x) such Sublease is a Significant Commercial Sublease and the term of such Sublease (taking into account any renewal or extension terms) is not less than ten (10) years or (y) the subtenant under such Sublease is a national or regional credit subtenant whose creditworthiness is consistent with good industry leasing standards and which subtenant possesses or has a parent company that possesses, or which subtenant's lease obligations are guaranteed by an affiliate that possesses, a public senior unsecured long-term debt or similar rating of at least investment grade from one or more nationally recognized statistical rating organizations (such subtenant, a "National or Regional Credit Tenant"); (C) such Sublease is on terms that are commercially reasonable at the time of execution of such Sublease (taking into account security and the creditworthiness and experience of any guarantor) and Tenant shall have delivered to Landlord a Market Sublease Letter; (D) such Sublease may provide for the payment of upfront sums (including, without limitation, security deposits) to Tenant or any Affiliate of Tenant and shall preclude the prepayment of rent or any additional rent more than thirty (30) days in advance; and (E) Tenant provides Landlord with a copy of such Sublease with such other provisions as are required by this Lease. Notwithstanding the foregoing, at any time there is a Leasehold Mortgage encumbering the Leased Premises, if requested by Tenant, Landlord shall enter into a recognition, non-disturbance and attornment agreement with respect to any Commercial Sublease on substantially the same form as such Leasehold Mortgagee is willing to enter into a subordination, non-disturbance and attornment agreement with respect to such Sublease. Tenant shall reimburse Landlord for all of Landlord's actual and reasonable out-of-pocket costs and expenses incurred in connection with the entering into of any agreement pursuant to this Section 19(n). Notwithstanding the foregoing or anything else to the contrary set forth in this Lease, in no event shall Landlord be obligated to provide a recognition, non-disturbance and attornment agreement with respect to any Residential Sublease. In the event of any dispute between Tenant and Landlord with respect to the matters described in this Section 19(n), the same shall be resolved by arbitration pursuant to Section 50 hereof.

(o) If Tenant assigns this Lease to a Qualified Transferee that is not an Affiliate of the named Tenant hereunder, then, so long as there is no Event of Default is then continuing, Tenant may propose a replacement guarantor in respect of the Environmental Indemnity, the Indemnity Agreement and any other guaranty then in effect in connection with this Lease, and Landlord shall not unreasonably withhold its consent to such replacement guarantor; provided and on the condition that, (i) such replacement guarantor is a Qualified Replacement Guarantor and (ii) such Qualified Replacement Guarantor executes and delivers to Landlord an Environmental Indemnity and Indemnity Agreement (and any other guaranty, as applicable) in the same form(s) as then in effect or on such form as is acceptable to Landlord in its sole and absolute discretion. If Tenant delivers a Qualified Replacement Guarantor meeting the conditions of this paragraph, then, upon receipt of such executed Environmental Indemnity and

Indemnity Agreement (and any other guaranty, as applicable) the Tenant named herein and original Guarantor will be released from liability and obligations thereunder accruing from and after the date such replacement Environmental Indemnity and Indemnity Agreement (and any other guaranty, as applicable) is executed.

20. **Permitted Contests**. Notwithstanding any provision of this Lease to the contrary, after prior written notice to Landlord, any Leasehold Mortgagee and any Fee Mortgagee, Tenant may contest, in good faith and at its sole cost and expense, the existence, the amount or the validity of any Taxes, Legal Requirements or any liens encumbering the Leased Premises, the amount of the damages caused thereby, or the extent of Tenant's or Landlord's liability therefor, by appropriate proceedings provided that during the pendency thereof such contest does not require or will not cause, as appropriate: (A) the collection of, or other realization upon, the Taxes or lien so contested (unless Tenant pays same without prejudice), (B) the sale, forfeiture, loss of or damage to any of the Leased Premises, any Base Rent or any Additional Rent to satisfy the same or to pay any damages caused by the violation of the same, (C) any material interference with the use, occupancy, sale or financing of any of the Leased Premises, (D) any material interference with the payment of any Base Rent or any Additional Rent, and (E) the cancellation of any fire or other insurance policy, and provided further that Tenant keeps Landlord, any Leasehold Mortgagee and any Fee Mortgagee reasonably informed as to the status of such contest and proceedings. Tenant will provide Landlord or Leasehold Mortgagee, if there is a Leasehold Mortgage in place, as security for such contest, an amount of cash or bond equal to one hundred ten percent (110%) of the amount being contested (or such greater amount as may be required by Leasehold Mortgagee), or other form of security satisfactory in the reasonable opinion of any Leasehold Mortgagee or Landlord in that order, in assuring the payment, compliance, discharge, removal or other action, including all costs, attorneys' fees, interest and penalties, in the event that the contest is unsuccessful (which cash, bond or other security shall be sufficient to (i) pay such contested Taxes, comply with such contested Legal Requirement or discharge or remove such contested lien, as applicable, (ii) pay any interest, penalties, fines, fees and expenses which may be assessed or payable by reason of Tenant's deferral of compliance or payment, as applicable, and (iii) pay any liability reasonably likely to be payable to any independent third parties by reason of such deferral of payment or compliance). In no event will Tenant pursue any contest with respect to any Taxes, Legal Requirement, or lien referred to above in such manner that exposes Landlord, Tenant, any Leasehold Mortgagee or any Fee Mortgagee, to any criminal or civil penalty or sanction, causes Landlord to be in default of any Fee Mortgage, causes Tenant to be in default under any Leasehold Mortgage or results in a defeasance of Landlord's interest in the Leased Premises. Tenant shall, upon demand from Landlord, promptly pay any fine, penalty, liability or sanction that may be imposed upon Tenant or Landlord (or its employees, officers, directors, shareholders, partners, members, managers, agents or any other Indemnified Party) by virtue of any non-compliance by Tenant with Legal Requirements. While any such proceedings are pending and the required security is held by any Fee Mortgagee or Landlord, in that order, the Fee Mortgagee or Landlord, as the case may be, will not have the right to pay, remove or cause to be discharged the Tax, Legal Requirement or lien thereby being contested unless Landlord or any Fee Mortgagee reasonably believes that

Tenant is not satisfying any one or more of the relevant conditions in clauses (A) through (E) preceding during the pendency of the contest. Tenant will pay any and all judgments, decrees and costs (including all attorneys' fees and expenses) in connection with any such contest and will, promptly after the final determination of such contest, fully pay and discharge the amounts which are assessed, or imposed or are determined to be payable therein or in connection therewith, together with all penalties, fines, interest, costs and expenses thereof or in connection therewith, and perform all acts the performance of which are ordered as a result thereof, whereupon all such security then held hereunder shall be returned to Tenant.

21. **Events of Default**. The occurrence of any one or more of the following events, in each case, beyond the applicable notice, grace and cure periods set forth in this Section 21, will constitute an event of default (an "Event of Default") under this Lease:

(a) Tenant's failure to make any payments of Base Rent, Additional Rent or other sum herein required to be paid by Tenant when due and such default continues for a period of five (5) Business Days after written Notice from Landlord or any Fee Mortgagee to Tenant.

(b) Tenant's failure to duly perform and observe the provisions of Section 24(b) and such default continues for a period of ten (10) days after written Notice from Landlord or any Fee Mortgagee to Tenant.

(c) Tenant's failure to maintain insurance in accordance with the requirements of Section 15 hereof.

(d) Any default in any obligation to perform or failure to meet any required deadline for the Construction Project set forth in the Work Letter or Sections 48 and 49, including, without limitation, Tenant's failure to (i) submit the CONH Exemption Application or the CONH Application to HPD by the applicable dates set forth in Sections 49, (ii) submit to Landlord the Fallback Business Plan by the Fallback Business Plan Delivery Date, and (iii) cause Substantial Completion to occur on or before the Required Substantial Completion Date, provided, however, the foregoing deadline described in this clause (iii) shall be subject to reasonable extension as a result of delays caused by Force Majeure up to the Force Majeure Cap.

(e) Tenant, Guarantor or any Casualty Repair Guarantor under a guaranty of any of Tenant's obligations under this Lease then in effect (i) is adjudicated bankrupt or insolvent, or (ii) consents to the appointment of a receiver or trustee for itself or for any of the Leased Premises, (iii) files or acquiesces to (as applicable) a voluntary or involuntary petition seeking relief under the bankruptcy or other similar laws of the United States, any state or any jurisdiction, (iv) makes a general assignment for the benefit of creditors, or (v) is liquidated or dissolved or begins proceedings toward its liquidation or dissolution, and any of the foregoing remain in force, undischarged and unstayed for a period of ninety (90) days after it is entered.

(f) A court enters an order, judgment or decree appointing a receiver or trustee for it or for any of the Leased Premises or approving a petition filed against Tenant or Guarantor (under a guaranty of this Lease then in effect) which seeks relief under the bankruptcy or other similar laws of the United States, any state or any jurisdiction, and such order, judgment or decree remains in force, undischarged and unstayed ninety (90) days after it is entered (each, together with those items listed in Section 21(e) above, a "Bankruptcy Action").

(g) The estate or interest of Tenant or Guarantor in any of the Leased Premises is levied upon or attached in any proceeding and such estate or interest is about to be sold or transferred or such process is not be vacated or discharged within sixty (60) days after such levy or attachment.

(h) At any time that a Project Guaranty is outstanding, Guarantor fails to satisfy the Liquidity and Net Worth Threshold.

(i) Any representation or warranty made by Tenant or Guarantor herein proves to have been incorrect when made in any material respect, such incorrect representation or warranty has, or is reasonably expected to have, a material adverse effect on Landlord or the Leased Premises, and, if Tenant did not intentionally make such false representation or warranty, Tenant does not take such action as Landlord may reasonably require to protect Landlord from or compensate Landlord for such material adverse effect within sixty (60) days after written notice from Landlord or any Fee Mortgagee to Tenant; provided, however, in cases where Tenant intentionally made such materially and adversely false representation and warranty of Tenant or intentionally breached a covenant of Tenant that materially and adversely affected Landlord, no cure or correction period shall exist.

(j) Any fraud, embezzlement, willful misconduct, bad faith or gross negligence with respect to the Leased Premises or in any way related to this Lease on the part of Tenant, Guarantor, or any Tenant Key Person.

(k) The occurrence of a Tenant Key Person Event, which is not retracted, replaced or cured, as the case may be, within thirty (30) days after written notice from Landlord or any Fee Mortgagee to Tenant.

(l) With respect to any non-monetary Default under this Lease, if such Default continues for a period of thirty (30) days after Notice thereof from Landlord or any Fee Mortgagee, provided, that if such Default cannot reasonably be cured within such period of thirty (30) days, such period will be extended for such longer time as reasonably necessary provided that Tenant has commenced to cure such Default within said period of thirty (30) days and is actively, diligently and in good faith proceeding with continuity to remedy such Default, but in no event shall the cure period for any non-monetary Default exceed one hundred twenty (120) days, in the aggregate (inclusive of the initial thirty (30) day cure period). Tenant agrees that after receiving any such notice

of default referred to herein, Tenant will, upon request of Landlord or any Fee Mortgagee, advise the requesting party of Tenant's progress in curing such default.

(m) Tenant enters into or executes a Mortgage in violation of the terms and conditions of this Lease which is not voided, satisfied or discharged, as the case may be, within thirty (30) days after written Notice thereof from Landlord or any Fee Mortgagee to Tenant (unless such Mortgage is made to a Prohibited Person or any Person who owns directly or indirectly any interest in a Prohibited Person, in which case, no such Notice or cure period shall apply).

(n) Tenant Transfers any of its rights, title, and/or interests in the Leased Premises or this Lease in violation of the terms and conditions of this Lease, which is not retracted, voided, or cured within thirty (30) days following written Notice from Landlord or Fee Mortgagee to Tenant (unless such transfer or assignment is to a Prohibited Person or any Person who owns directly or indirectly any interest in a Prohibited Person, in which case, no such Notice or cure period shall apply).

(o) Tenant violates the terms of any of Sections 47(h) or 56, and such violation continues uncured for a period of three (3) Business Days after receipt of written notice from Landlord or Fee Mortgagee to Tenant, unless such breach causes either the Tenth Floor Purchase Option Closing or the Unit Purchase Option Closing to fail to occur, in which case, no such notice and cure shall apply.

(p) Tenant violates the terms of Section 58(b) and does not retract, void, withdraw or cure, as the case may be, same within thirty (30) days after written notice from Landlord or any Fee Mortgagee to Tenant.

(q) Without the prior written consent of Landlord in each instance, Tenant shall not (by any act or omission) (i) cause monetary or material non-monetary breaches of any its obligations under the Union MOA, (ii) enter into any material agreement with the Hotel Union, 32BJ, L94 or any other labor or worker's union with respect to the Project (or any employees to be employed at the Project), excluding any agreements or understandings that apply industry-wide (it being agreed that Landlord's consent shall not be unreasonably withheld, conditioned or delayed with respect to the agreements described in this clause (ii)), or (iii) use or permit the use of the Leased Premises or any portion thereof for any purpose that triggers the Snap Back Provision in the Union MOA to take effect.

(r) The failure of Tenant to pay the Right-Size Payment on the Right-Size Event Date and such failure continues for thirty (30) days following Notice from Landlord to Tenant.

(s) Any other event occurs which constitutes an Event of Default pursuant to the terms of this Lease.

22. **Landlord's Remedies**. Upon the occurrence and during the continuance of an Event of Default, with or without notice or demand, except to the extent

such notice is expressly required pursuant to Section 21 above or otherwise in this Lease, subject to the rights of a Leasehold Mortgagee as stated herein, Landlord shall be entitled, so long as such Event of Default remains uncured, to exercise, at its option (in its sole and absolute discretion), concurrently, successively, or in any combination, all remedies available at law or in equity, including without limitation any one or more of the following:

(a) Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and Tenant immediately shall surrender possession of the Leased Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including (i) the cost of recovering possession of the Leased Premises; (ii) the worth at the time of the award of any unpaid Base Rent and Additional Rent which had been earned at the time of termination; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent and Additional Rent which would have been earned after the termination until the time of the award exceeds the amount of such rental loss that Tenant proves could reasonably have been avoided; (iv) reasonable expenses of placing the Leased Premises in good order, condition and repair; (v) reasonable expenses of reletting; (vi) reasonable and actual attorneys' fees; (vii) such amount of Base Rent and Additional Rent as Landlord would be entitled as a creditor in a bankruptcy proceeding involving Tenant under Section 502(b)(6) of the Bankruptcy Code, which amount includes the Base Rent and Additional Rent reserved by this Lease, without acceleration, for the greater of (x) one (1) year, or (y) fifteen percent (15%), not to exceed three (3) years, of the remaining Term of the Lease (such period of time, the "Liability Period"), following the date on which Landlord repossessed, or the Tenant surrendered, the Leased Premises to Landlord; (viii) that portion of any leasing commission paid by Landlord and applicable to the Liability Period; and (ix) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including damages for diminution in the value of the Fee Estate. As used above, the "worth at the time of award" is computed by allowing interest at the Default Rate to accrue with respect to any unpaid installments of Rent or other sums from the date due until the date such amounts are paid in full.

(b) Landlord shall have the right to terminate Tenant's right to possession of the Leased Premises and repossess the Leased Premises by any lawful means without terminating this Lease. Landlord shall use good faith and commercially reasonable efforts, to the extent required by applicable law of the state where the Leased Premises are located, to re-let the Leased Premises, in whole or in part, for the account of Tenant for such rent and upon such terms as may be satisfactory to Landlord in Landlord's sole discretion. For the purposes of that re-letting, Landlord may repair, and perform normal remodeling and alterations to the Leased Premises. If Landlord fails to re-let the Leased Premises, Tenant shall pay to Landlord the Base Rent and Additional Rent in this Lease for the Liability Period (to the extent Landlord has not exercised its right in Section 22(a) above to accelerate such Rent). If Landlord re-lets all or any part of the Leased Premises, but fails to realize a sufficient sum from the re-letting to pay the full amount of Rent in this Lease for the Liability Period, after paying all of the costs and

expenses of all normal and customary decoration, repairs, remodeling, alterations and additions and the expenses of the re-letting and of the collection of the rent accruing from the re-letting, Tenant shall pay to Landlord the amount of any deficiency upon Landlord's demand from time to time made. The timing of any such demands (and lawsuits relating thereto) shall be in the sole discretion of Landlord; and irregular demands or lawsuits relating thereto shall not be deemed a waiver of any claims or rights of Landlord under this Lease or otherwise at law or equity.

(c) Maintain Tenant's right to possession, in which case this Lease shall continue in full force and effect whether or not Tenant shall have abandoned the Leased Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover Base Rent and Additional Rent as may become due hereunder through the Liability Period.

(d) Provided that Landlord has first exercised its rights under either Sections 22(a) or 22(b) above, to remove all or any portion Tenant's tangible Personal Property and cause the same to be stored in a public warehouse or elsewhere at Tenant's sole expense, without becoming liable for any loss or damage resulting therefrom and without resorting to legal or judicial process, procedure or action.

(e) To bring an action against Tenant for any damages sustained by Landlord or any equitable relief available to Landlord; provided, however, Tenant's liability under this Section 22(e) shall stop accruing as of the date that Tenant surrender's possession of the Leased Premises to Landlord (excluding any liability hereunder that expressly survives termination of this Lease).

(f) To immediately or at any time thereafter, and with or without notice, at Landlord's sole option but without any obligation to do so, correct such breach or default and charge Tenant all reasonable costs and expenses incurred by Landlord therein. Any actual sum or sums so paid by Landlord, together with interest at the Default Rate, shall be deemed to be Additional Rent hereunder and shall be immediately due from Tenant to Landlord. Any such acts by Landlord in correcting Tenant's breaches or defaults hereunder shall not be deemed to cure said breaches or defaults or constitute any waiver of Landlord's right to exercise any or all remedies set forth herein, until such time as Tenant pays such Additional Rent.

(g) To immediately or at any time thereafter, and with or without notice, except as required herein, set off any money of Tenant held by Landlord under this Lease against any sum owing by Tenant.

(h) To seek any equitable relief available to Landlord, including, without limitation, the right of specific performance; provided, however, Tenant's liability under this Section 22(h) shall stop accruing as of the date that Tenant surrender's possession of the Leased Premises to Landlord (excluding any liability hereunder that expressly survives termination of this Lease).

(i) To enforce, and Tenant does hereby consent to such enforcement, all of Landlord's self-help remedies available at law or in equity without Landlord resorting to any legal or judicial process, procedures or action.

(j) If Tenant abandons or surrenders the Leased Premises, or any portion thereof, or Tenant is dispossessed by process of law or otherwise, any Personal Property belonging to Tenant and left in the Leased Premises, or any portion thereof, shall be deemed to be abandoned, at the option of Landlord, and subject to any Leasehold Mortgagee's interest therein, Landlord shall have the right to sell or otherwise dispose of such Personal Property in any commercially reasonable manner. If Tenant abandons the Leased Premises, or any portion thereof, Landlord shall, in addition to all of its rights and remedies under this Lease or at law or equity, have the right, but not the obligation, to sublet the Leased Premises, or any portion thereof, on reasonable terms for the account of Tenant, and Tenant shall be liable for all costs of such subletting, including the cost of preparing the Leased Premises, or any portion thereof, for subtenants and leasing commissions paid to brokers; provided, however, Tenant's liability under this Section 22(j) shall stop accruing as of the date that Tenant surrender's possession of the Leased Premises to Landlord (excluding any liability hereunder that expressly survives termination of this Lease).

(k) Subject to the rights of any Leasehold Mortgagee, Tenant hereby grants to Landlord a security interest in all of Tenant's rights, title and interests in and to the following to the extent owned by Tenant on the date Landlord terminates this Lease due to an Event of Default: (A) the Personal Property, (B) all service contracts for the Leased Premises then in effect, (C) all licenses, Permits, registrations, certificates, authorizations and governmental approvals of any kind obtained by Tenant with respect to the Leased Premises, (D) all drawings, plans, specifications and similar materials prepared by Tenant with respect to the Leased Premises (including, without limitation, the Project Plans and Specifications), (E) all warranties and guaranties of architects, engineers, contractors, subcontractors, suppliers or materialmen solely with respect to any repair, construction, maintenance, design, reconstruction or operation of the Leased Premises, or of any equipment or system constituting solely a part of the Leased Premises, (F) all pictures, paintings, drawings, prints, sculptures, tapestries or other items of art, if any, located in the Leased Premises and (G) all Subleases, including the right to receive and collect the rents or profits under all such subleases. The security interest granted to Landlord hereunder shall be subordinate and inferior to (x) any security interest now or hereafter granted to any Leasehold Mortgagee unless this Lease is terminated upon the occurrence of an Event of Default and such Leasehold Mortgagee fails to enter into a New Lease and (x) the security interest (if any) now or hereafter granted by Tenant to any purchase money and/or equipment lender. Without limiting the foregoing, in the event that Landlord terminates this Lease after an Event of Default, Tenant agrees to assign to Landlord, Tenant's interest in the Plans and Specifications for the Project and any plans and specifications for any Alterations, if any, to the extent assignable, **"AS-IS", "WHERE IS", WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.**

(l) All powers and remedies given by this Section 22 to Landlord, subject to applicable Legal Requirements and except as otherwise expressly set forth herein, shall be cumulative and not exclusive of one another or of any other right or remedy or of any other powers and remedies available to Landlord under this Lease, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements of Tenant contained in this Lease, and no delay or omission of Landlord to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any other or subsequent Event of Default or impair any rights or remedies consequent thereto. Except as otherwise expressly set forth herein, every power and remedy given by this Section 22 or by law to Landlord may be exercised from time to time, and as often as may be deemed expedient, by Landlord, subject at all times to Landlord's right in its sole judgment to discontinue any work commenced by Landlord or change any course of action undertaken by Landlord. Suit or suits for the recovery of damages, or for a sum equal to any installment or installments of Rent payable hereunder or any deficiencies or other sums payable by Tenant to Landlord pursuant to the provisions of this Section 22, may be brought by Landlord from time to time at Landlord's election, and nothing herein contained shall be deemed to require Landlord to await the Expiration Date. In the event of any breach or threatened breach by Tenant of any of the covenants, agreements, terms or conditions contained in this Lease, Landlord shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any rights and remedies allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other remedies were not provided for in this Lease.

(m) Except as expressly provided to the contrary herein or prohibited by applicable Legal Requirements, Tenant hereby expressly waives the service of any notice of intention to re-enter provided for in any statute, or of the institution of legal proceedings to that end which may otherwise be required to be given under any present or future law. Except as prohibited by applicable Legal Requirements, Tenant, for and on behalf of itself and all Persons claiming by, through or under Tenant, also waives any and all rights of redemption provided by any statute now in force or hereafter enacted or otherwise and any rights of re-entry or repossession or to restore the operation of this Lease in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or repossession by Landlord or in case of any expiration or termination of this Lease, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease. The terms "enter", "reenter", "entry" or "reentry", as used in this Lease shall not be restricted to their technical, legal meanings.

(n) No receipt of monies by Landlord from Tenant after termination of this Lease, or after the giving of any notice of termination of this Lease shall reinstate, continue or extend the Term or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of Rent payable by Tenant hereunder or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Leased Premises by proper remedy, except as herein otherwise expressly provided, it being agreed that after the service of notice to terminate this Lease or the commencement of suit or summary proceedings, or after final order or judgment

for the possession of the Leased Premises, Landlord may demand, receive and collect any monies due or thereafter falling due without in any manner affecting such notice, proceeding, order, suit or judgment, all such monies collected being deemed payments on account of the use and occupation of the Leased Premises or, at the election of Landlord, on account of Tenant's liability hereunder.

(o) Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

23. **Notices**. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given pursuant to the provisions of this Lease (collectively "Notice" or "Notices") must, to be effective for purposes of this Lease, be in writing, and they will be deemed to have been given for all purposes (i) three (3) Business Days after having been sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address as stated below, (ii) one (1) day after having been sent by Federal Express or other nationally recognized air courier service, to the addresses stated below, or (iii) if such Notice is sent via email (which email shall be addressed to the email addresses set forth below and shall include the notice as a .pdf attachment thereto) (x) as of the date of the email, if such email was sent prior to 4 P.M. EST on a Business Day or (y) on the Business Day immediately succeeding the date of the email, if such email was sent on a day that is not a Business Day or after 4 P.M. EST on a Business Day, provided if a Notice is delivered via email, such Notice shall not be effective unless a hardcopy of such Notice is delivered via the method described in clauses (i) and (ii) above:

If to Landlord:	356W58 GROUND LESSOR LLC c/o MSP Capital Investments, L.L.C. Woodlawn Hall at Old Parkland 3953 Maple Ave., Suite 350 Dallas, Texas 75219 Attn: Luke Pak Telephone: 214-545-5576 E-mail: pak@mspcm.com
With a copy to:	356W58 GROUND LESSOR LLC

c/o MSP Capital Investments, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Ave., Suite 350
Dallas, Texas 75219
Attn: Max Lamont
Telephone: 214-545-5577
E-mail: lamont@mspcm.com

And with a copy to: Duval & Stachenfeld LLP
555 Madison Avenue, 6th Floor
New York, NY 10022
Attention: Danielle Ash, Esq. & File Manager
File No. 4308.0014
Email: Dash@dsllp.com

If to Tenant: HUDSON 1701/1706, LLC and
HUDSON 1702, LLC
c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013
Attention: Saloman Smeke Saba and Alberto Smeke Saba
Email: ss@csc-coliving.com
as@csc-coliving.com

With a copy to: Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attn: Jordan J. Metzger, Esq.
E-mail: jmetzger@coleschotz.com

If any Fee Mortgagee has advised Tenant by Notice in the manner aforesaid that it is the holder of a Mortgage and stating in said Notice its address for the receipt of Notices, then simultaneously with the giving of any Notice by Tenant to Landlord of a default by Landlord under this Lease, Tenant will serve one or more copies of such Notice upon any Fee Mortgagee in the manner aforesaid and no such Notice of default will be effective against such Fee Mortgagee unless and until such Fee Mortgagee has been sent a copy thereof. For the purposes of this Section 23, any party may substitute or supplement its address by giving ten (10) Business Days' notice to the other party in the manner provided above.

24. **Memorandum of Lease; Estoppel Certificates.**

(a) Tenant and Landlord will execute, deliver and record, file or register from time-to-time all such instruments as may be required by any present or future law

in order to evidence the respective interests of Landlord and Tenant in any of the Leased Premises, and will cause a memorandum of this Lease in the form attached hereto as Exhibit I, (together with the New York City Real Property Transfer Tax Return and the New York State Real Estate Transfer Tax Return required to record such memorandum of lease), which shall be submitted for recording with the Office of the City Register, New York County and any supplement hereto or to such other instrument, if any, as may be appropriate, to be recorded, filed or registered and re-recorded, refiled or re-registered in such manner and in such places as may be required by any present or future law in order to give public notice and protect the validity of this Lease. The cost of such recording, including, without limitation, any and all recording fees and recordation and transfer taxes due upon such recording or otherwise upon the creation of this Lease, shall be paid by Tenant as and when due. In the event of any discrepancy between the provisions of said recorded memorandum of this Lease or any other recorded instrument referring to this Lease and the provisions of this Lease, the provisions of this Lease will prevail.

(b) Landlord and Tenant will, at no cost to the requesting party, at any time and from time to time, upon not less than thirty (30) days' prior written request by the other (or by any Leasehold Mortgagee and/or any party designated by Leasehold Mortgagee), execute, acknowledge and deliver to the other a statement in writing, executed by Landlord or Tenant by an authorized officer thereof certifying (i) that this Lease is unmodified and in full effect (or, if there have been modifications, that this Lease is in full effect as modified, setting forth such modifications); (ii) the dates to which Base Rent and Additional Rent payable hereunder has been paid; (iii) that to the knowledge of the party executing such certificate, no default by either Landlord or Tenant exists hereunder or specifying each such default of which such party may have knowledge; (iv) the remaining Term hereof; (v) that to the knowledge of the party executing such certificate, there are no proceedings pending or threatened against such party before or by any court or administrative agency which if adversely decided would materially and adversely affect the financial condition and operations of such party or if any such proceedings are pending or threatened to said party's knowledge, specifying and describing the same; and (vi) that no rent has been paid under this Lease for more than one month in advance. It is intended that any such statements may be relied upon by any Fee Mortgagee, Leasehold Mortgagee, the recipient of such statements or their assignees or by any prospective mortgagee, purchaser, assignee or subtenant of the Leased Premises or the Leasehold Estate.

25. **Surrender; End of Term.**

(a) Upon the expiration or earlier termination of this Lease, Tenant will peaceably leave and surrender the Leased Premises (except as to any portion thereof with respect to which this Lease has previously terminated), including the fixtures and Improvements and otherwise as required by the terms of this Lease, including, without limitation, all passwords and combinations on locks, safes and vaults (if any), to Landlord free and clear of all lettings, occupancies, liens and encumbrances, other than the Permitted Encumbrances, the SRO Tenants and subtenants under Subleases, in good

condition and repair, except for ordinary wear and tear and damage by fire, casualty or condemnation but only to the extent Tenant is not required to repair the same hereunder. Upon such termination, the Leasehold Estate created hereby and all of Tenant's right, title and interest in and to the Leased Premises and to all subleasehold estates and interests therein created pursuant to this Lease, shall automatically (without further documentation; provided, however, that Tenant will execute such documentation that Landlord reasonably requests to evidence the same) revert to and become the sole property of Landlord, free and clear of all claims by, through or under Tenant. This Lease shall terminate without further notice upon the expiration of the Term and any holding over by Tenant after the expiration of the Term shall not constitute a renewal of this Lease or give Tenant any rights hereunder or to the Leased Premises, except as otherwise provided in this Lease. Landlord and Tenant acknowledge and agree that this Lease cannot be extended or modified except by a writing signed by Landlord and Tenant. All Alterations affixed to the Leased Premises shall remain upon the Leased Premises as the property of Landlord, but Tenant, on or before the Expiration Date, shall remove from the Leased Premises (and repair any damage caused by such installation or removal) all of Tenant's Personal Property. Landlord shall not be obligated to assume any sublease (other than the SRO Tenants) or any service contracts with respect to the Leased Premises and Tenant shall, at Landlord's option, cause any subleases and service contracts to be terminated as of the Expiration Date.

(b) Upon the Expiration Date or earlier termination of this Lease, Tenant shall deliver to Landlord, (i) such maintenance records for the Leased Premises and all plans and specifications then pertaining to the Leased Premises as it may then have in its possession, (ii) all original licenses and permits then pertaining to the Leased Premises, including temporary or permanent certificates of occupancy then in effect for the Improvements as it may then have in its possession or control, (iii) all warranties and guarantees then in effect which Tenant has received in connection with any work or services performed or equipment installed in the Improvements or on the Leased Premises as it may then have in its possession or control, and (iv) any and all other documents of every kind and nature whatsoever in Tenant's possession relating to the operation of the Leased Premises as a building (as opposed to Tenant's use or occupancy thereof), to the extent that any of the aforesaid are in Tenant's possession, together with a duly executed assignment, without representation, warranty or recourse of any kind, in form and substance reasonably acceptable to Landlord, of each of the foregoing to the extent assignable to Landlord.

(c) If Tenant remains in possession of the Leased Premises after the expiration of the Term hereof, Tenant, at Landlord's option and within Landlord's sole discretion, may be deemed a tenant on a month-to-month basis and shall continue to pay rentals and other sums in the amounts herein provided, except that the Base Rent shall automatically be two hundred percent (200%) of Base Rent then applicable to this Lease, and to comply with all the terms of this Lease; provided that nothing herein nor the acceptance of Rent by Landlord shall be deemed a consent to such holding over. Tenant shall defend, indemnify, protect and hold the Indemnified Parties, harmless for, from and against any and all Losses resulting from Tenant's failure to surrender possession upon

the expiration of the Term, including, without limitation, any claims made by any succeeding lessee. The indemnity obligations of the Tenant and the rights and remedies of the Landlord under this Section 25(c) will survive for two (2) years after the expiration of the Term or the earlier termination of this Lease.

26. **No Merger of Title**. There will be no merger of this Lease nor of the Leasehold Estate created by this Lease with the Fee Estate in or ownership of any of the Leased Premises by reason of the fact that the same person or entity may acquire or hold or own, directly or indirectly, (i) this Lease or the Leasehold Estate created by this Lease or any interest in this Lease or in such Leasehold Estate, and (ii) the Fee Estate or ownership of any of the Leased Premises or any interest in such Fee Estate. No such merger will occur unless and until all persons and entities having any interest in (x) this Lease or the Leasehold Estate created by this Lease, and (y) the Fee Estate in the Leased Premises or any leasehold created thereby, including, without limitation, any Fee Mortgagee's and/or Leasehold Mortgagee's respective interests therein, or any part thereof sought to be merged have joined in a written instrument effecting such merger and have duly recorded the same.

27. **Exculpation**. Anything contained herein to the contrary notwithstanding (except the last sentence of Section 42), any claim based on or in respect of any liability of Landlord under this Lease will be enforced only against the interest of Landlord in the Fee Estate and all rents, insurance proceeds, Condemnation Awards and other proceeds thereof, and will not be otherwise enforced against any direct or indirect members, partners, joint venturers, tenants in common, officers, directors, shareholders, agents, representatives or affiliates of Landlord. Tenant agrees that any assignment by Landlord to a Fee Mortgagee of Landlord's interest in this Lease, or the rent, payable hereunder, whether absolute or conditional in nature or otherwise, whether such assignment is made to any Fee Mortgagee solely as additional collateral related to a mortgage or otherwise, and the acceptance thereof by such Fee Mortgagee will not be treated as an assumption by any Fee Mortgagee of any obligations of Landlord hereunder unless such Fee Mortgagee has, by notice sent to Tenant, specifically elected to assume such obligations; provided, that the Fee Mortgagee will be treated as having assumed Landlord's obligations hereunder upon purchase of the Leased Premises pursuant to foreclosure of the Mortgage or by deed in lieu thereof, or other conveyance, subject to the limitations set forth in the first sentence hereof.

28. **Hazardous Substances.**

(a) For the purposes hereof, the following terms shall have the following meanings:

"Hazardous Materials" includes, without limitation, any material, waste or substance which is (i) included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in or pursuant to any Legal Requirements, or subject to regulation under any Law; (ii) listed in the United States Department of Transportation Optional Hazardous Material Table, 49 C.F.R. Section 172.101, as enacted as of the Effective Date or as hereafter amended, or in the United States

Environmental Protection Agency List of Hazardous Substances and Reportable Quantities, 40 C.F.R. Part 302, as enacted as of the Effective Date or as hereafter amended; and (iii) explosive, radioactive, asbestos, a polychlorinated biphenyl, petroleum or a petroleum product or waste oil.

"Environmental Claim" means any claim, action, investigation or written notice by any Person alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resource damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (A) the presence, or release into the environment, of any Hazardous Materials at the Leased Premises, or (B) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law. Notwithstanding the foregoing or anything to the contrary in this Lease, the term "Environmental Claim" expressly excludes any environmental condition, claim, action, investigation or written notice disclosed to Landlord prior to the Effective Date, including, without limitation, all such environmental conditions and information disclosed in the Initial Environmental Report and any other Environmental Report provided to Landlord on or prior to the Effective Date, unless the Project Budget and/or Project Plans and Specifications contemplates curing or resolving any such claim in connection with Tenant's construction of the Project and Tenant fails to ultimately cure the same in compliance with Environmental Laws.

"Environmental Laws" includes all laws and regulations pertaining to health, industrial hygiene, Hazardous Materials or the environment, including, without limitation each of the following, as enacted as of the Effective Date or as hereafter amended; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §96021 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Water Pollution Control Act (also known as the Clean Water Act), 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the New York State Environmental Quality Review Act, N.Y. Envtl. Conserv. Law Sect. 8-0101 *et seq.;* Article 19 of the New York Environmental Conservation Law (air); Article 17 of the New York Environmental Conservation Law (water); The Tidal Wetlands Act, N.Y. Envtl. Conserv. Law Sect. 25-0101 *et seq.;* The Freshwater Wetlands Act, N.Y. Envtl. Conserv. Law Sect. 24-0101 *et seq.;* The Hazardous Substances Bulk Storage Act, N.Y. Envtl. Conserv. Law Sect. 40-0101 *et seq.;* The Oil Spill Prevention, Control and Compensation Law, New York Navigation Law, Article 12; The New York Abandoned Sites Act, N.Y. Envtl. Conserv. Law, Article 27, Title 13; Article 27 of the N.Y. Envtl. Conserv. Law (solid waste); Article 30 of the New York Labor Law (asbestos); Local Law 97 of 2019; state superfund and environmental clean-up statutes, with implementing regulations and guidelines; and all other federal, state or local laws, rules or regulations pertaining to Hazardous Materials.

"Environmental Report" means, individually and collectively as the context may require, each environmental report delivered to Landlord in connection with the Leased Premises pursuant to this Lease from time to time, including, without limitation, that certain Initial Environmental Report delivered prior to the Effective Date.

"Initial Environmental Report" means that certain Phase I Environmental Site Assessment, dated March 10, 2022, prepared by Roux Environmental Engineering and Geology, D.P.C. with respect to the Leased Premises.

(b) Tenant will comply with and will cause the Leased Premises to comply with all Environmental Laws applicable to the Leased Premises and Tenant's operations thereon. Except as disclosed in any Environmental Report, (i) Tenant will not use (or permit the use of by any other Person) the Leased Premises for the generation, manufacture, storage, handling, transfer, treatment, recycling, transportation, processing, production, refinement or disposal of any Hazardous Materials (each, a "Regulated Activity"), other than in connection with Tenant's normal business operations and in commercially reasonably quantities, in each case subject to compliance with applicable Legal Requirements and the Applicable Standard; (ii) (A) Tenant will not install or permit the installation on the Leased Premises of any underground storage tanks or surface impoundments containing petroleum products without Landlord's prior written consent (to be given or withheld in its sole and absolute discretion) and will not cause the discharge of any petroleum contamination in violation of applicable Environmental Laws originating on the Leased Premises, and (B) with respect to any petroleum contamination on the Leased Premises which originates from a source off the Leased Premises, Tenant will, upon actual knowledge of same, notify all responsible third parties and any Governmental Authorities to the extent required by applicable Legal Requirements (collectively, "Third Parties") and will undertake commercially reasonable efforts to prosecute enforcement of the cleanup of the Leased Premises by such Third Parties, including, without limitation, undertaking commercially reasonable legal action, if necessary and applicable, to enforce the cleanup obligations of such Third Parties; (iii) Tenant will cause any Alterations of the Leased Premises to be done in a way which complies with Legal Requirements and the Applicable Standard, including those relating to exposure of persons working on or visiting the Leased Premises to Hazardous Materials and, in connection with any such Alteration, will remove, remediate and/or contain, as applicable, any Hazardous Materials present upon the Leased Premises to the extent that such removal, remediation and/or containment is required by applicable Environmental Laws; and (iv) Tenant will not install in the Leased Premises or permit to be installed in the Leased Premises asbestos or any asbestos-containing materials in any form that is or could be friable. Additionally, Landlord agrees that Tenant may use household and commercial cleaners and chemicals to maintain the Leased Premises and may store items commonly carried in Tenant's business operations, provided that such use is in compliance with all Environmental Laws and Legal Requirements.

(c) If, at any time during the Term, Hazardous Materials are found in or on the Leased Premises in violation of any Environmental Law, regardless of when such Hazardous Materials arose or were discovered, then Tenant must (at Tenant's sole cost and expense) promptly commence and diligently prosecute to completion all investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature to the extent required by Environmental Laws (collectively, "Remedial Work"), and in compliance with Environmental Laws; provided, that Landlord will not be required to accept any institutional control (such as a

deed restriction) that restricts the permitted use of the Leased Premises as either a Multifamily Project or Fallback Project as a condition to any remedial plan approved by any Governmental Authority in connection with such Remedial Work.

(d) Except as set forth in any Environmental Report and to Tenant's actual knowledge: (1) neither the Leased Premises, nor any portion thereof, has been used by Tenant or by any prior owner for Regulated Activities, and (2) as of the Effective Date, there are no Hazardous Materials present on, in or under the Leased Premises or any portion thereof in violation of any Environmental Laws. Notwithstanding the foregoing, at all times during the Term, to the extent that Tenant has actual knowledge thereof, Tenant will promptly provide Notice in writing to Landlord and any Fee Mortgagee of any of the following matters:

(i) any proceeding or investigation commenced or threatened against Tenant or Landlord by any Governmental Authority with respect to the release, threatened release or presence of any Hazardous Material affecting the Leased Premises or other potential environmental problem or liability in, under, from or migrating towards the Leased Premises;

(ii) any lien, action or written notice affecting the Leased Premises, Tenant or Landlord resulting from any violation or alleged violation of Environmental Laws;

(iii) all written notices of any pending or threatened investigation or claims made or any lawsuit or other legal action or proceeding brought by any person against (A) Tenant or Landlord or the Leased Premises, or (B) any other party occupying the Leased Premises or any portion thereof, in any such case relating to any loss or injury allegedly resulting from any Hazardous Material on or from the Leased Premises or relating to any violation or alleged violation of Environmental Laws pertaining to the Leased Premises;

(iv) the discovery of any occurrence, condition or state of facts with respect to the Leased Premises or written notice received by Tenant of any occurrence or condition on any real property adjoining or in the immediate vicinity of the Leased Premises, which reasonably could be expected to lead to the Leased Premises or any portion thereof being in violation of any Environmental Laws or subject to any restriction on ownership, occupancy, transferability or use under any Environmental Laws or which might subject Landlord or any Fee Mortgagee to any Environmental Claim; and

(v) the commencement and completion of any Remedial Work with respect to the Leased Premises or any portion thereof.

(e) TENANT WILL BE SOLELY RESPONSIBLE FOR AND WILL DEFEND, REIMBURSE, INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ALL DEMANDS, CLAIMS, ACTIONS, CAUSES OF ACTION, ASSESSMENTS, LOSSES, DAMAGES, LIABILITIES,

INVESTIGATIONS, OR WRITTEN NOTICES INCLUDING, COSTS AND EXPENSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, REASONABLE EXPENSES OF INVESTIGATION BY ENGINEERS, ENVIRONMENTAL CONSULTANTS AND SIMILAR TECHNICAL PERSONNEL AND REASONABLE FEES AND DISBURSEMENTS OF COUNSEL), ARISING OUT OF, IN RESPECT OF OR IN CONNECTION WITH (I) TENANT'S BREACH OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR OBLIGATIONS IN THIS SECTION 28, (II) THE OCCURRENCE OF ANY REGULATED ACTIVITY BY TENANT AT, ON OR UNDER THE LEASED PREMISES AT ANY TIME DURING OR PRIOR TO THE TERM OF THIS LEASE, OR (III) ANY REMEDIAL WORK REQUIRED TO BE PERFORMED BY TENANT PURSUANT TO ANY ENVIRONMENTAL LAW OR THE TERMS HEREOF WITH RESPECT TO MATTERS ARISING OR OCCURRING PRIOR TO OR DURING THE TERM DUE TO ACTIVITIES OF TENANT; PROVIDED, HOWEVER, THAT NONE OF THE FOREGOING INDEMNIFICATION OBLIGATIONS SHALL BE ENFORCEABLE AGAINST TENANT TO THE EXTENT THAT ANY DEMANDS, CLAIMS, ACTIONS, CAUSES OF ACTION, ASSESSMENTS, LOSSES, DAMAGES, LIABILITIES, INVESTIGATIONS, OR WRITTEN NOTICES RESULT OR ARISE FROM THE GROSS NEGLIGENCE, ILLEGAL ACTIVITY, FRAUD, OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTIES.

(f) Excluding any environmental conditions disclosed to Landlord in the Initial Environmental Report prior to the Effective Date, upon Landlord's or any Fee Mortgagee's request, at any time as Landlord or such Fee Mortgagee has reasonable grounds to believe that Hazardous Materials are or have been released, stored or disposed of or on or around the Leased Premises or that the Leased Premises may be in violation of the Environmental Laws, Tenant will provide, at Tenant's sole cost and expense, an inspection or audit of the Leased Premises prepared by a hydrogeologist or environmental engineer or other appropriate consultant reasonably approved by Landlord and any Fee Mortgagee indicating the presence or absence of the reasonably suspected Hazardous Materials on the Leased Premises or an inspection or audit of the Leased Premises prepared by an engineering or consulting firm reasonably approved by Landlord and any Fee Mortgagee indicating the presence or absence of friable asbestos or substances containing asbestos on the Leased Premises. If Tenant fails to provide such inspection or audit within sixty (60) days after such request, Landlord may order the same, and Tenant hereby grants to Landlord and any Fee Mortgagee and their respective employees and agents access to the Leased Premises upon reasonable notice and a license to undertake such inspection or audit; provided that no such entry shall unreasonably interfere with Tenant's, any SRO Tenant's or any subtenant's use and enjoyment of the Leased Premises. The cost of such inspection or audit, together with interest thereon at the Default Rate from the date of demand by Landlord until actually paid by Tenant, will be promptly paid by Tenant on demand. Notwithstanding the foregoing, any inspection or audit required by this Section 28(f) shall not include environmental tests or sampling unless such tests or sampling are approved by Tenant (not to be unreasonably withheld, conditioned or delayed) or required by Environmental Law.

(g) Tenant acknowledges that it has had the opportunity to inspect the Leased Premises prior to the Effective Date, and during such time, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Leased Premises and adjacent areas as Tenant deems necessary, and, except for any claims relating to Landlord's breach of its obligations pursuant to this Lease and except for any Losses resulting from the gross negligence, illegal activity, fraud, or willful misconduct of Landlord or its agents, representatives, employees, invitees or contractors (it being understood that Landlord has no obligation to make any payment or take any action except to the extent expressly required by this Lease), Tenant hereby FOREVER RELEASES AND DISCHARGES Landlord from all responsibility and liability, whether arising before or after the Effective Date, and liabilities under Environmental Laws, regarding the condition, valuation, salability or utility of the Leased Premises, or its suitability for any purpose whatsoever (including, without limitation, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Leased Premises under current or future Environmental Laws, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Leased Premises). Tenant further hereby waives any and all objections and complaints (including, without limitation to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Leased Premises is or may be subject, including, without limitation, Environmental Laws) concerning the physical characteristics and any existing conditions of the Leased Premises, whether arising before or after the Effective Date. Tenant further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Leased Premises and the risk that adverse physical characteristics and conditions, including the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation.

(h) The indemnity obligations of the Tenant, the release in Section 28(g) above, and the rights and remedies of the Landlord under this Section 28 shall survive the expiration of the Term or the earlier termination of this Lease for a period of two (2) years, provided that Tenant delivers to Landlord an environmental site assessment reasonably acceptable to Landlord which (i) indicates that there are no "recognized environmental conditions" (as defined in the then applicable American Society of Testing and Materials standards for Phase I Environmental Site Assessments) in, on or under the Leased Premises and (ii) does not reveal any contamination of the Leased Premises by Hazardous Materials that could reasonably be expected to result in any material obligation with respect to the Leased Premises or to any Indemnified Party under any applicable Environmental Laws.

29. **Representations and Warranties of Tenant**. As a material inducement to Landlord executing this Lease, each Tenant warrants and represents as of the Effective Date to Landlord as follows:

(a) Tenant is duly organized or formed, validly existing and in good standing under the laws of its state of incorporation or formation. Tenant is qualified as a foreign corporation, partnership or limited liability company, as applicable, to do business in the state where the Leased Premises is located, and Tenant is qualified as a foreign corporation, partnership or limited liability company, as applicable, to do business in any other jurisdiction where the failure to be qualified would reasonably be expected to result in a material adverse effect upon the Leased Premises or Tenant's ability to perform and discharge its obligations under this Lease. All necessary action has been taken to authorize the execution, delivery and performance by Tenant of this Lease and of the other documents, instruments and agreements provided for herein.

(b) Tenant is not a "foreign corporation", "foreign partnership", "foreign trust", "foreign limited liability company" or "foreign estate", as those terms are defined in the Code and the regulations promulgated thereunder. Tenant's U.S. Federal Tax Identification number and principal place of business have been provided to Landlord. Tenant has delivered to Landlord a duly executed IRS Form W-9 certifying that Tenant is exempt from U.S. federal backup withholding. To Tenant's actual knowledge as of the Effective Date, none of Tenant or any Affiliate of Tenant, and no Person owning directly or indirectly any interest in Tenant or any Affiliate of Tenant, is a Prohibited Person, Tenant is not a party to any lease or sublease with a Prohibited Person in respect of all or any part of the Leased Premises, provided, however, the representations contained in this sentence shall not apply to any Person to the extent that such Person's interest is in or through a U.S. Publicly Traded Entity.

(c) The person(s) who have executed this Lease on behalf of Tenant are duly authorized to do so. Upon execution by Tenant, this Lease shall constitute the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, liquidation, reorganization and other laws affecting the rights of creditors generally and general principles of equity.

(d) Except as disclosed to Landlord in writing on or before the Effective Date, there are no suits, actions, proceedings or investigations pending, or, to its knowledge, threatened against or involving Tenant or the Leased Premises before any arbitrator or Governmental Authority, except for such suits, actions, proceedings or investigations which, individually or in the aggregate, have not had, and would not reasonably be expected to result in, a material adverse effect upon the Leased Premises or Tenant's ability to perform and discharge its obligations under this Lease.

(e) Tenant is not, and the authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not result in, any breach or default under any document, instrument or agreement to which Tenant or any Affiliate of Tenant is a party or by which Tenant or any Affiliate of Tenant, the Leased Premises or any of the property of Tenant or any Affiliate of Tenant is subject or bound, except for such breaches or defaults which, individually or in the aggregate, have not had, and would not reasonably be expected to

result in, a material adverse effect upon the Leased Premises or Tenant's ability to perform and discharge its obligations under this Lease. The authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not violate any applicable law, statute, regulation, rule, ordinance, code, rule or order other than violations that do not have, and are not reasonably expected to have, a material adverse effect on Landlord, Tenant or the Leased Premises. The Leased Premises is not subject to any right of first refusal, right of first offer or option to purchase or lease granted to a third party. Tenant has not assigned, transferred, mortgaged, hypothecated or otherwise encumbered this Lease or any rights hereunder or interest herein.

(f) All required licenses and permits, both governmental and private, to use and operate the Leased Premises for the Permitted Use are (or will be, upon Substantial Completion) in full force and effect, except for such licenses and permits the failure of which to obtain has not had, and would not reasonably be expected to result in, a material adverse effect upon the Leased Premises or Tenant's ability to perform and discharge its obligations under this Lease.

(g) All financial information provided by Tenant to Landlord regarding Tenant and its Affiliates (including Guarantor) (collectively, the "Financial Information") is true, correct and complete in all material respects and there have been no amendments to the Financial Information since the date such Financial Information was prepared or delivered to Landlord. Tenant understands that Landlord is relying upon the Financial Information and Tenant represents that such reliance is reasonable. All financial statements included in the Financial Information fairly present as of the date of such financial statements the financial condition of each Person to which they pertain. No change has occurred with respect to the financial condition of Tenant and/or the Leased Premises as reflected in the Financial Information which has not been disclosed in writing to Landlord or has had, or could reasonably be expected to result in, a material adverse effect upon the Leased Premises or Tenant's ability to perform and discharge its obligations under this Lease.

(h) Tenant is not and will not be, and is not and will not be acting on behalf of, (i) an "employee benefit plan" within the meaning of Section 3(3) of ERISA, subject to Title I of ERISA, (ii) a "plan" within the meaning of, and subject to, Section 4975 of the Code, or (iii) an entity deemed to hold "plan assets" within the meaning of the Plan Asset Regulations. None of the transactions contemplated by this Lease are in violation of any state statutes applicable to Tenant that regulate the investments of, and fiduciary obligations with respect to, governmental plans and that are similar to the provisions of Section 406 of ERISA or Section 4975 of the Code.

(i) Except for Tenant's contributions to the Hotel Union Pension Fund in accordance with the Union MOA, neither Tenant nor any ERISA Affiliate maintains, contributes to, or has any obligation to contribute to, or has any direct or indirect liability with respect to any "employee benefit plan" as defined in Section 3(3) of ERISA (including any "multiemployer plan" as defined in Section 3(37) of ERISA) that is

subject to Title IV or Section 302 of ERISA or Section 412 of the Code. Except to the extent required to comply with the terms of the Union MOA, Tenant shall take or refrain from taking, as the case may be, such actions as may be necessary to cause the representation and warranty in this paragraph remain true and accurate until the expiration or earlier termination of this Lease.

(j) The Project Budget does not include any costs, expenses or fees associated with or pertaining to Store Unit or Store Unit Tenant's anticipated renovation, maintenance or operation of the Store Unit. A true, correct and complete copy of the Store Unit Lease has been provided to Landlord.

(k) As of the Effective Date, the Union MOA (including the IWA, the 32BJ Agreement and the L94 Agreement referenced therein) is the only written or oral agreement that has been entered into by Tenant or any Tenant Party with the Hotel Union, 32BJ, L94 or any other labor union or organization with respect to the Project (or any employees to be employed at the Project). A true, correct and complete copy of the Union MOA has been provided to Landlord prior to the Effective Date.

30. **Representations and Warranties of Landlord**. As a material inducement to Tenant executing this Lease, Landlord warrants and represents as of the Effective Date to Tenant as follows:

(a) Landlord is duly organized or formed, validly existing and in good standing under the laws of its state of incorporation or formation. Landlord is qualified as a foreign corporation, partnership or limited liability company, as applicable, to do business in the state where the Leased Premises is located, and Landlord is qualified as a foreign corporation, partnership or limited liability company, as applicable, to do business in any other jurisdiction where the failure to be qualified would reasonably be expected to result in a material adverse effect upon the Leased Premises or Landlord's ability to perform and discharge its obligations under this Lease. All necessary action has been taken to authorize the execution, delivery and performance by Landlord of this Lease and of the other documents, instruments and agreements provided for herein. Landlord is not a "foreign corporation", "foreign partnership", "foreign trust", "foreign limited liability company" or "foreign estate", as those terms are defined in the Code and the regulations promulgated thereunder. Landlord's U.S. Federal Tax Identification number and principal place of business have been provided to Tenant. Landlord has delivered to Tenant a duly executed IRS Form W-9 certifying that Landlord is exempt from U.S. federal backup withholding. The person(s) who have executed this Lease on behalf of Landlord are duly authorized to do so. None of Landlord or any Affiliate of Landlord, and no Person owning directly or indirectly any interest in Landlord or any Affiliate of Landlord, is a Prohibited Person; provided, however, the representation contained in this sentence shall not apply to any Person to the extent that such Person's interest is in or through a U.S. Publicly Traded Entity.

(b) Upon execution by Landlord, this Lease shall constitute the legal, valid and binding obligation of Landlord, enforceable against Landlord in accordance

with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, liquidation, reorganization and other laws affecting the rights of creditors generally and general principles of equity.

(c) There are no suits, actions, proceedings or investigations pending, or, to its knowledge, threatened against or involving Landlord or the Leased Premises before any arbitrator or Governmental Authority, except for such suits, actions, proceedings or investigations which, individually or in the aggregate, have not had, and would not reasonably be expected to result in, a material adverse effect upon the Leased Premises or Landlord's ability to perform and discharge its obligations under this Lease.

(d) Landlord is not, and the authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not result in, any breach or default under any document, instrument or agreement to which Landlord or any Affiliate of Landlord is a party or by which Landlord or any Affiliate of Landlord, the Leased Premises or any of the property of Landlord or any Affiliate of Landlord is subject or bound, except for such breaches or defaults which, individually or in the aggregate, have not had, and would not reasonably be expected to result in, a material adverse effect upon the Leased Premises or Landlord's ability to perform and discharge its obligations under this Lease. The authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not violate any applicable law, statute, regulation, rule, ordinance, code, rule or order. Landlord has not assigned, transferred, mortgaged, hypothecated or otherwise encumbered this Lease or any rights hereunder or interest herein.

31. **Entry by Landlord and Lender**. Landlord, any Fee Mortgagee and their authorized representatives will have the right upon reasonable notice (which will be not less than two (2) Business Days except in the case of emergency) to enter the Leased Premises at all reasonable business hours (and at all other times in the event of an emergency), for (i) the purpose of inspecting the same or for the purpose of doing any work in accordance with Section 9 above, and may take all such action thereon as may be necessary or appropriate for any such purpose (but nothing contained in this Lease or otherwise will create or imply any duty upon the part of Landlord or any Fee Mortgagee to make any such inspection) and (ii) the purpose of showing the Leased Premises to prospective investors, purchasers and mortgagees. No such entry will constitute an eviction of Tenant, but any such entry shall in all events be done by Landlord in such reasonable manner as to minimize any disruption of Tenant's or any subtenant's business, occupancy or operation and so long as Landlord or any Fee Mortgagee does not unreasonably interfere with Tenant's, any SRO Tenant's or any subtenant's use and enjoyment of the Leased Premises.

32. **Financial Reporting.** Tenant will submit to Landlord:

(a) within ten (10) Business Days of the end of each calendar month during the Term until such time as all Enhanced Severance Obligations under the Union

MOA have been satisfied, a written report (which may be in the form of an excel spreadsheet) detailing the status of payment of the Enhanced Severance Obligations under the Union MOA have been delivered to the Union for transmission to the Hotel Employees, a written report (which may be in the form of an excel spreadsheet) detailing the status of payment of the Enhanced Severance Obligations, including, without limitation, (i) a list of all Hotel Employees who have executed releases in accordance with the Union MOA (and an indication as to which of such Hotel Employees the Union has been given checks for the Enhanced Severance due for distribution to the Hotel Employees) and (ii) the aggregate amount remaining in the Enhanced Severance Escrow Account to date;

(b) within ten (10) Business Days following Tenant's payment of all remaining Hotel Union Pension Fund Obligations, a written confirmation from the Hotel Union Pension Fund that all such Hotel Union Pension Fund Obligations have been satisfied in full (but only to the extent Tenant actually receives such a confirmation), and a release from the Hotel Union Pension Fund as to any outstanding withdrawal liability of Tenant with respect to the Project (but only to the extent Tenant actually receives such a release); provided that it shall not be a Default or Event of Default under this Lease in the event that Tenant does not receive either of the foregoing confirmation or release from the Hotel Union Pension Fund;

(c) until the conditions of the second sentence of Paragraph 3 of the Union MOA are satisfied (such date, the "IWA Termination Date"), Tenant shall, within ten (10) Business Days following the end of each fiscal quarter, provide Landlord with (i) a written statement attesting that to the Tenant's knowledge, Tenant has made full and complete wage and wage related payments when due in the ordinary course of business and required contributions to the Hotel Union Pension Fund under the IWA when due in the ordinary course of business, consistent with the Union MOA, and any related agreement with any labor union or organization with respect to the Project, and (ii) an Excel spreadsheet itemizing all such payments and contributions referenced in the preceding clause (i), in a form reasonably satisfactory to Landlord;

(d) from and after the IWA Termination Date, Tenant shall, within ten (10) Business Days following the end of each fiscal quarter, provide Landlord with (i) a written statement attesting that to Tenant's knowledge, Tenant has made full and complete wage and wage related payments when due in the ordinary course of business and benefit fund contributions under the 32BJ CBA, L94 CBA when due in the ordinary course of business, and any related agreement with any labor union or organization pertaining to the Project, and (ii) an Excel spreadsheet itemizing all such payments and contributions referenced in the preceding clause (i), in a form reasonably satisfactory to Landlord;

(e) within ninety (90) days of the end of each of the calendar year following Substantial Completion, annual financial statements, including:

(i) a certified balance sheet of Tenant as of the end of such year (certified by Tenant and an independent certified public accounting firm of recognized national or regional standing reasonably acceptable to Landlord (any such accountant, an "Approved Accountant"), a statement of profits and losses of Tenant for such year, and a statement of cash flows of Tenant for such year, setting forth in each case, in comparative form, the corresponding figures for the preceding fiscal year in reasonable detail and scope and each prepared or reviewed by an Approved Accountant and all certified by the chief financial officer or other authorized representative of Tenant; and

(ii) an unaudited balance sheet of Tenant as at the end of any quarter, an unaudited statement of profits and losses of Tenant from operations on the Leased Premises for such quarter, an unaudited statement of cash flows of Tenant for such quarter and, a computation, in reasonable detail, calculating, on a trailing twelve-month basis, the ratio of such cash flows during such period to the Base Rent required to be paid during such period, setting forth in each case, in comparative form, the corresponding figures for the similar quarter of the preceding year (or in the case of an interim balance sheet, to the end of the prior year), in reasonable detail and scope, and certified to be complete and accurate by Tenant's chief financial officer or other authorized representative; the foregoing financial statements all being prepared in accordance with GAAP;

(f) within one hundred twenty (120) days of Landlord's request:

(i) audited annual financial statements for the most recent fiscal year for which audited financial statements are available, which shall include substantially the same information as set forth in clause (a)(i) above;

provided, however, unless an Event of Default is continuing, Landlord shall not request any such audited financial statements more than once per calendar year; and

(g) within thirty (30) days following written request from Landlord (provided Landlord shall be limited to a reasonable amount of requests per Lease Year), such aforementioned balance sheets, income and cash flow statements, rent rolls, and operating statements for Tenant and the Leased Premises, certified to be true and correct in all material respects by the chief financial officer or other authorized representative of Tenant.

(h) If Tenant is a U.S. Publicly Traded Entity, quarterly 10Qs filed with the Securities and Exchange Commission will satisfy the delivery requirement contained

in clause (a)(i) herein and copies of the 10Ks filed with the Securities and Exchange Commission will satisfy the delivery requirement contained in clause (c) herein. The obligations of Tenant will continue whether or not this Lease has been assigned or subleased, unless and until Tenant shall be released from its obligations under this Lease.

(i) Tenant shall furnish to Landlord a full and complete copy of the filed Real Property and Income Expense Statement (or its successor) (the "RPIE") submitted by Tenant to the New York City Department of Finance (or its successor) ("DOF"), pursuant to §11-208.1 of the Administrative Code of the City of New York with respect to the Leased Premises for each annual fiscal period within thirty (30) days after Tenant's submission of the applicable RPIE to DOF (it being understood and agreed that, at all times during the Term, Tenant shall furnish the RPIE to the DOF prior to delinquency as required by Legal Requirements).

(j) Tenant shall deliver to Landlord and to any Fee Mortgagee or purchaser designated by Landlord all federal, state, local and foreign tax returns, reports and other tax-related documents filed by Tenant. Together with the annual financial statements described above, following Substantial Completion, Tenant shall deliver to Landlord an annual Leased Premises operating expense statements for the Leased Premises which shall include, without limitation, an itemized breakdown of capital expenditures, in detail reasonably satisfactory to Landlord and certified to be complete and accurate by an officer of Tenant.

(k) Tenant shall deliver to Landlord: (i) promptly upon receipt, copies of any energy or emissions audit performed by an energy auditor with respect to the Leased Premises and (ii) at least five (5) Business Days prior to submission to DOB or any other Governmental Authority, copies of any other energy, emissions or environmental reporting required in compliance with Local Law 97 of 2019 or any other Environmental Laws affecting the Leased Premises, including, without limitation, any report required to be filed with DOB or any other Governmental Authority with respect to compliance with the building emissions limit for the Leased Premises, in the form required by DOB or the applicable Governmental Authority.

(l) In addition, not later than thirty (30) days after the end of each of the first three fiscal quarters of Tenant (and forty-five (45) days after the end of the fourth fiscal quarter of Tenant), Tenant shall deliver to Landlord or any Fee Mortgagee, as applicable:

(i) following Substantial Completion, (A) a rent roll of the Residential Leases on the Leased Premises, certified by Tenant, identifying the unit number, rent payable under each Residential Sublease, the security deposits, if any, deposited under such Residential Subleases, and (B) a rent roll for all other Subleases on the Leased Premises that are not Residential Subleases, certified by Tenant, identifying, each Sublease and subtenant (and stating the address of such subtenant to which Notices are to be sent pursuant to the

Sublease in question), the applicable subleased premises, the term of each Sublease, the commencement and termination dates of each Sublease, the base, fixed or minimum rent payable under each Sublease, the expansion and extension options contained in such Sublease, the date(s) to which base, fixed or minimum rent under the Sublease has been paid, the security deposits, if any, deposited under such Subleases, whether Notice of default has been given to, or by such subtenant, which has not been cured, and the subtenant's share, if any, of operating expenses and Taxes;

(ii) to the extent not previously provided to Landlord, a true and complete copy of each Sublease and all subsequent amendments thereto or extension notices in connection therewith, certified as true and complete by Tenant;

(iii) with respect to any Commercial Subleases, any financial reports or statements delivered or provided to Tenant, as sublandlord, by any subtenant under any Sublease for which Landlord has delivered to such subtenant a non-disturbance agreement; and

(iv) with respect to all Subleases that are not Residential Subleases, the names of the subtenants thereunder, together with a duplicate original of such Sublease and a certificate from an executive officer of Tenant certifying that, as of the effective date of the Sublease and as of the date of such quarterly reporting, to such officer's actual knowledge (A) neither the subtenants thereunder nor any Person who owns directly or indirectly any interest in any such subtenant is a Prohibited Person and (B) each such subtenant has taken reasonable measures to assure than no Person who owns directly or indirectly any interest in such subtenant is a Prohibited Person.

(m) So long as any Guaranty remains in effect in accordance with its terms, Tenant shall cause each Guarantor to deliver to Landlord as soon as available, but in no event later than ninety (90) days after such Guarantor's fiscal year end (if such Guarantor is an entity) or the calendar year (if such Guarantor is an individual), current financial statements in a form reasonably acceptable to Landlord (including, without limitation, an income and expense statement, balance sheet, and statement of cash flow), together with supporting property and mortgage debt schedules and any other financial information reasonably requested by Landlord for such Guarantor.

(n) If requested by Landlord, so long as any Guaranty remains in effect in accordance with its terms, Tenant shall cause each Guarantor to deliver true, correct, and complete copies of such Guarantor's federal, state and local tax returns to Landlord, within thirty (30) days after the filing of such tax returns.

(o) Within ten (10) Business Days' after receipt of Landlord's written request therefor, so long as any Guaranty remains in effect in accordance with its terms, Tenant shall cause each Guarantor to deliver to Landlord such other supplemental information related to such Guarantor's financial statements as is reasonably requested by Landlord.

(p) Tenant shall, from time to time, provide such other information reasonably requested by Landlord in connection with Landlord's (or any Landlord affiliate's) qualification as a REIT.

33. **No Usury**. The intention of the parties being to conform strictly to the usury laws now in force in the State, whenever any provision herein provides for payment by Tenant to Landlord of interest at a rate in excess of the legal rate permitted to be charged, such rate herein provided to be paid will be deemed reduced to such legal rate.

34. **Broker**. Landlord and Tenant represent and warrant to each other that neither party negotiated with any broker in connection with this Lease other than Meridian Capital, whose fee will be paid by Tenant pursuant to a separate written agreement. Each party hereby agrees to indemnify the other against all claims, damages, costs and expenses incurred by the indemnified party as a result of the breach of the foregoing representation or warranty by the indemnifying party.

35. **Bankruptcy**. As a material inducement to Landlord executing this Lease, Tenant acknowledges and agrees that Landlord is relying upon (i) the financial condition and specific operating experience of Tenant and Tenant's obligation to use the Leased Premises for the Permitted Use, (ii) Tenant's timely performance of all of its obligations under this Lease notwithstanding the entry of an order for relief for Tenant under the Title 11 of the United States Code (as amended, the "Bankruptcy Code"), and (iii) all defaults under this Lease being cured promptly and this Lease being assumed within ninety (90) days of any order for relief entered under the Bankruptcy Code for Tenant, or this Lease being rejected within such ninety (90) day period and the Leased Premises surrendered to Landlord. Accordingly, in consideration of the mutual covenants contained in this Lease and for other good and valuable consideration, Tenant hereby agrees that:

(a) All obligations that accrue or become due under this Lease (including the obligation to pay rent), from and after the date that a Bankruptcy Action is commenced shall be timely performed exactly as provided in this Lease and any failure to so perform shall be harmful and prejudicial to Landlord.

(b) Any and all obligations under this Lease that accrue or become due from and after the date that a Bankruptcy Action is commenced and that are not paid as required by this Lease shall, in the amount of such rents, constitute administrative expense claims allowable under the Bankruptcy Code with priority of payment at least equal to that of any other actual and necessary expenses incurred after the commencement of the Bankruptcy Action.

(c) Any extension of the time period within which Tenant may assume or reject this Lease without an obligation to cause all obligations accruing or coming due under this Lease from and after the date that a Bankruptcy Action is commenced to be performed as and when required under this Lease shall be harmful and prejudicial to Landlord.

(d) Any time period designated as the period within which Tenant must cure all defaults and compensate Landlord for all pecuniary losses which extends beyond the date of assumption of this Lease shall be harmful and prejudicial to Landlord.

(e) Any assignment of this Lease must result in all terms and conditions of this Lease being assumed by the assignee without alteration or amendment, and any assignment which results in an amendment or alteration of the terms and conditions of this Lease without the express written consent of Landlord shall be harmful and prejudicial to Landlord.

(f) Any proposed assignment of this Lease to an assignee that does not possess financial condition, operating performance and experience characteristics capable of assuming and performing under this Lease shall be harmful and prejudicial to Landlord.

(g) The rejection (or deemed rejection) of this Lease for any reason whatsoever shall constitute cause for immediate relief from the automatic stay provisions of the Bankruptcy Code, and Tenant stipulates that such automatic stay shall be lifted immediately and possession of the Leased Premises will be delivered to Landlord immediately without the necessity of any further action by Landlord.

(h) No provision of this Lease shall be deemed a waiver of Landlord's rights or remedies under the Bankruptcy Code or applicable law to oppose any assumption and/or assignment of this Lease, to require timely performance of Tenant's obligations under this Lease, or to regain possession of the Leased Premises as a result of the failure of Tenant to comply with the terms and conditions of this Lease or the Bankruptcy Code.

(i) Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as such, shall constitute "rent" for the purposes of the Bankruptcy Code.

(j) For purposes of this Section 35 addressing the rights and obligations of Landlord and Tenant in the event that a Bankruptcy Action is commenced, the term "Tenant" shall include Tenant's successor in bankruptcy, whether a trustee, Tenant as debtor in possession or other responsible person.

36. **No Waiver**. No delay or failure by either party to enforce its rights hereunder will be construed as a waiver, modification or relinquishment thereof. No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy against Tenant consequent upon

a breach thereof shall constitute a waiver of any such breach or of any covenant, agreement, term or condition. No acceptance of full or partial Rent by Landlord during the continuance of any breach by Tenant shall constitute a waiver of any breach by Tenant or of any covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

37. **Separability**. If any term or provision of this Lease or the application thereof to any provision of this Lease or the application thereof to any person or circumstances will to any extent be invalid and unenforceable, the remainder of this Lease, or the application of such term or provision to person or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Lease will be valid and will be enforced to the extent permitted by applicable Legal Requirements.

38. **Indemnification.**

(a) To the extent permitted by Legal Requirements, and in addition to any other indemnities to Landlord specifically set forth in this Lease, Tenant shall indemnify, defend, and hold harmless the Indemnified Parties from and against all Losses that may be imposed upon or incurred by or asserted against any Indemnified Party by reason of any of the following occurring during the Term (except, with respect to each indemnification, to the extent caused by the gross negligence, illegal acts, fraud, or willful misconduct of such Indemnified Party):

(i) Any events or occurrences at, in or about the Leased Premises;

(ii) The demolition of any Existing Improvements and/or construction of the Project or any future Improvements;

(iii) Any other work or thing done in, on or about the Leased Premises or any part thereof, including any Alterations or Restorations;

(iv) Any use, non-use, possession, occupation, restoration, alteration, repair, condition, operation, maintenance or management of the Leased Premises or any part thereof or of any street, alley, sidewalk, curb, vault, passageway or space adjacent thereto;

(v) Any negligence by Tenant or any subtenant, or any of its or their agents, contractors, servants, employees, or invitees (including under any Sublease);

(vi) Any accident, injury (including death) or damage to any Person or property occurring in, on or about the Leased Premises or any part

thereof or in, on or about any street, alley, sidewalk, curb, vault, passageway or space adjacent thereto;

(vii) Any failure on the part of Tenant to perform or comply with any provision of this Lease on its part to be performed or complied with;

(viii) Any liability that may be asserted against Landlord or any lien or claim that may arise against or on the Leased Premises under any Legal Requirements;

(ix) Any failure on the part of Tenant to comply with any Leasehold Mortgage, other financing documentation, Lease or other contract or agreement affecting the Leased Premises, on Tenant's part to be kept, observed or performed; or

(x) Any contest permitted pursuant to Section 20.

(b) The provisions of this Section 38 and all other indemnity provisions elsewhere contained in this Lease that are granted in favor of either Landlord or Tenant shall survive the Expiration Date or earlier termination of this Lease.

(c) The obligations of Tenant under this Lease shall not in any way be affected by the absence or presence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises.

(d) If any claim, action or proceeding is made or brought against any of the Indemnified Parties by reason of any event to which reference is made in Section 38(d), then the following indemnification procedures shall apply. If at any time a claim shall be made or threatened, or an action or proceeding shall be commenced or threatened, against a Indemnified Party, and in any event before seeking to make any payment, consent to the entry of any judgment or award or otherwise settle any such claim that could result in liability of Tenant pursuant to its indemnification obligations under this Lease, the Indemnified Party shall give to Tenant notice of such claim, action, proceeding, settlement or payment; provided, that a failure to provide notice by such Indemnified Party shall not be deemed a failure to comply with these procedures unless Tenant is materially prejudiced thereby. Such notice shall state the basis for the claim, action, proceeding, settlement or payment and the amount thereof (to the extent such amount is determinable at the time when such notice is given), and shall permit Tenant to assume the defense of such claim, action or proceeding (and to prevent the occurrence of such settlement or payment), using the attorneys for, or approved by, Tenant's insurance carrier (if such claim, action or proceeding is covered by insurance) or by such other attorneys from a nationally-recognized law firm as Tenant shall select and Landlord shall approve, such approval not to be unreasonably withheld or delayed. Failure by Tenant to notify Landlord of its election to defend any such claim, action or proceeding or to object to any proposed settlement or payment within thirty (30) days after notice thereof shall have been given to Tenant (it being understood that if response to a filing is

required within a shorter (i.e., less than 30-day) timeframe under applicable procedural law, then such notification by Tenant must occur before the expiration of such timeframe (so long as Indemnified Party has made Tenant aware of such timeframe reasonably in advance of the expiration thereof)), shall be deemed a waiver by Tenant of its right to defend such claim, action or proceeding or to object to such proposed settlement or payment. If any claim, action or proceeding gives rise to liability, demands, damages, judgments, costs, fines, penalties, interest, expenses or obligations, only a portion of which relate to matters that are covered by the indemnity provisions of this Lease, then Tenant shall have the right to assume the defense of, and pay the costs attendant to, only the portion of such claim, action or proceeding that relates or gives rise to amounts that would be covered by such indemnity provisions. Any assumption of the defense of a claim, action or proceeding by Tenant shall be without prejudice to Tenant's rights to challenge subsequently whether the substance of such claim, action or proceeding is covered by the indemnity provisions of this Lease. If Tenant prevails in any such challenge and it is determined that the substance of the claim, action or proceeding whose defense Tenant assumed was not covered by the indemnity provisions of this Lease, then Landlord shall reimburse Tenant for all out-of-pocket expenses incurred in connection therewith, including reasonable attorneys' fees and disbursements. If Tenant assumes the defense of such claim, action or proceeding, the Indemnified Party(s) may participate, at its expense, in the defense of such claim, action or proceeding, provided, that subject to the other terms hereof, Tenant shall direct and control the defense of such claim, action or proceeding, and provided, further, that such action does not limit or render void any liability of any insurer of Landlord or Tenant hereunder in respect to the claim or matter in question. Without limiting any other obligation under this Lease, each party shall cooperate and make available to the other all books and records and such affiliates, partners, principals, officers, directors, employees and agents as are reasonably necessary in connection with the defense. Tenant shall not, in the defense of such claim, action or proceeding, consent to the entry of any judgment or award, or enter into any settlement, except in either event with the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, unless the proposed settlement fully releases (in a form reasonably acceptable to Landlord) all claims against the Indemnified Parties and Leased Premises. To the extent Landlord declines to consent to a bona fide offer of settlement or compromise that provides for a release of the type described in the immediately preceding sentence, Tenant shall continue to defend, but the amount of such offer shall be the limit of Tenant's liability with respect to such claim, action or proceeding with respect to the Indemnified Party that declined such offer and Landlord shall bear any excess expense or liability above such limit and Landlord shall indemnify Tenant from and against any such excess. If Tenant does not assume the defense of any such claim, action or proceeding, Indemnified Party(s) may defend against, or settle, such claim, action or proceeding in such commercially reasonable manner as it may deem appropriate, and receive reimbursement for any and all actual out of pocket costs, expenses, liabilities and damages (including reasonable attorneys' fees and disbursements) incurred in connection therewith.

(e) Any amounts that become payable by Tenant to any Indemnified Party, or by Landlord to Tenant, under any indemnification provisions of this Lease and

that are not paid within thirty (30) days after written demand therefor following payment of such amounts by the indemnifying party shall bear interest at the Interest Rate from the date of such payment by such indemnifying party.

(f) Each party's obligations to pay all amounts described under this Section 38 shall survive the expiration or earlier termination of this Lease.

39. **Permitted Encumbrances**. Tenant agrees that Tenant is obligated to and will perform all obligations of the owner of the Leased Premises, and pay all expenses that the owner of the Leased Premises may be required to pay, in accordance with the Permitted Encumbrances, provided that Tenant has actual knowledge of the need to pay any such expenses. Tenant further covenants and agrees to indemnify, defend and hold harmless Landlord and any Fee Mortgagee against any claim, loss or damage suffered by Landlord or such Fee Mortgagee by reason of Tenant's failure to perform any obligations or pay any expenses as required under any of the Permitted Encumbrances or comply with the terms and conditions of any of the Permitted Encumbrances as hereinabove provided during the term of this Lease, but only to the extent that Tenant has actual knowledge of the need to pay any such expenses prior to the corresponding payment due date thereof.

40. **Headings**. The paragraph headings in this Lease are used only for convenience in finding the subject matters and are not part of this Lease or to be used in determining the intent of the parties or otherwise interpreting this Lease.

41. **Modifications**. This Lease may be modified, amended, discharged or waived only by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought. Each of Tenant and Landlord agrees that it will not modify or amend this Lease without the written consent of any Fee Mortgagee, which will not be unreasonably withheld, within any period during which there is a Fee Mortgagee hereunder. In the event of any inconsistent instruction from Landlord and any Fee Mortgagee, Tenant will comply with the instruction of the Fee Mortgagee.

42. **Successors and Assigns**. The covenants of this Lease will run with the Land and will inure to the benefit of and bind Tenant, the heirs, distributees, personal representatives, successors and permitted assigns of Tenant and all present and subsequent encumbrances and subtenants of any of the Leased Premises, and will inure to the benefit of and bind Landlord, its successors and assigns. In the event there is more than one Tenant, the obligation of each will be joint and several. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, will be limited to mean and include only the owner or owners of Landlord's right, title and interest in and to the Fee Estate and in the event of any transfer or transfers by Landlord of the Fee Estate, the Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) will be automatically freed and relieved from and after the date of such transfer and conveyance of all personal liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; and such assignee shall automatically be deemed to have assumed all of

Landlord's obligations arising after the date of such assignment; provided, however, that Landlord named herein or such other grantor, as applicable, shall not be released from any obligations and/or liabilities arising or occurring prior to the date of such assignment.

43. **Counterparts**. This Lease may be executed in several counterparts, which together will be deemed one and the same instrument. It shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute one and the same instrument. The exchange of executed copies of this Lease by so-called "portable document format" (PDF) transmission shall constitute effective execution and delivery of this Lease as to the parties for all purposes, and signatures of the parties transmitted by PDF shall be deemed to be their original signatures for all purposes.

44. **Time of the Essence**. Time is of the essence in this Lease and each and every provision hereof in which any date or time is specified.

45. **Governing Law**. This Lease will be governed by and construed according to the laws of the State, without regard to conflicts of laws principles.

46. **Third Party Beneficiary**. Any Fee Mortgagee will be deemed a third party beneficiary with respect to all rights and protections expressly afforded to any Fee Mortgage set forth herein. Any Leasehold Mortgagee will be deemed a third party beneficiary with respect to all Mortgagee Protections set forth herein.

47. **Tenth Floor Purchase Option**.

(a) Landlord and Tenant acknowledge that (i) as of the Effective Date, Seller has assigned its rights under the Tenth Floor Lease to Landlord pursuant to the Tenth Floor Lease Assignment Agreement and Landlord has subleased the Tenth Floor Unit to Tenant pursuant to the Tenth Floor Sublease, (ii) Tenth Floor Landlord and Landlord are, therefore, parties to the Tenth Floor Lease in respect of the Tenth Floor Unit, (ii) the Tenth Floor Lease includes the Tenth Floor Purchase Option, pursuant to which Landlord is granted the right to purchase the Tenth Floor Unit for the Tenth Floor Purchase Price, and (iii) notwithstanding that the Tenth Floor Lease has been subleased to Tenant pursuant to the Tenth Floor Sublease, the Tenth Floor Purchase Option remains exercisable by Landlord pursuant to the Tenth Floor Lease and Tenth Floor Lease Assignment Agreement.

(b) Pursuant to the Tenth Floor Lease, Landlord may elect to exercise the Tenth Floor Purchase Option at any time during the Tenth Floor Lease Term, commencing on the Effective Date. Landlord intends to exercise the Tenth Floor Purchase Option prior to the first (1st) anniversary of the Effective Date (such date, the "Tenth Floor Option Outside Date"); however, Landlord shall have the right to exercise the Tenth Floor Purchase Option in accordance with this Section 47 at any time during the Term in its sole and absolute discretion. Notwithstanding the foregoing, in the event that Landlord has not exercised the Tenth Floor Purchase Option by the Tenth Floor Option Outside Date, Tenant may demand Landlord exercise the Tenth Floor Purchase

Option by written notice to Landlord and, thereafter, Landlord shall commence the procedures set forth in this Section 47 to exercise the Tenth Floor Purchase Option in accordance with the terms of the Tenth Floor Lease within five (5) Business Days after receipt of Tenant's notice. If Landlord fails to do so after such five (5) Business Day period has elapsed, Tenant may proceed to exercise the Tenth Floor Purchase Option in accordance with the terms of the Tenth Floor Lease and this Section 47 in Landlord's name and, in such event, Tenant shall perform all obligations of Landlord under Sections 47(c) and 47(d) (subject to Section 47(i)), including, without limitation, the obligation to pay the Tenth Floor Purchase Option Deposit; provided, however, Landlord shall have the right to participate in and be present for (or have its attorney or representative present for) all negotiations, arbitration proceedings or other discussions with Tenth Floor Landlord for the determination of the Tenth Floor Purchase Price (if applicable) and Tenant shall remain responsible for all costs, fees or expenses incurred by Landlord in connection with such determination, including any resulting arbitration.

(c) Prior to exercising the Tenth Floor Purchase Option, Landlord shall send the Tenth Floor Purchase Option Valuation Notice to Tenth Floor Landlord in accordance with the terms of the Tenth Floor Lease. Landlord shall deliver a copy of such Tenth Floor Purchase Option Valuation Notice to Tenant within two (2) Business Days following Landlord's delivery of same to Tenth Floor Landlord (and shall deliver a copy of same to Leasehold Mortgagee promptly thereafter, provided that Landlord's failure to deliver same to Leasehold Mortgagee shall not result in any liability under this Lease). Tenant shall be entitled to lead any negotiations with Tenth Floor Landlord regarding the determination of the Tenth Floor Purchase Price and each of Landlord and Tenant shall make good faith efforts to negotiate for the Tenth Floor Purchase Price to be equal to or less than $16,000,000.00; provided, however, Landlord (or Tenant, if Tenant is pursuing to exercise the Tenth Floor Purchase Option in accordance with Section 47(b) above) shall have the right to accept any purchase price proposed by the Tenth Floor Landlord during such negotiations in its sole and absolute discretion. If the Tenth Floor Purchase Price is not determined by the parties within thirty (30) days of Tenth Floor Landlord's receipt of the Tenth Floor Purchase Option Valuation Notice in accordance with the Tenth Floor Lease, Landlord shall commence the arbitration procedure set forth in the Tenth Floor Lease and Landlord and Tenant shall mutually select an appraiser that meets the qualifications required by the Tenth Floor Lease. Tenant (or Tenant's representative or attorney, in Tenant's discretion) shall be entitled to be present at and participate in the arbitration proceedings, at its sole cost and expense; provided, however, any decision to be made by or on behalf of Landlord, as tenant under the Tenth Floor Lease, shall be made mutually by Landlord and Tenant. Any costs, fees or expenses payable by Landlord in connection with the arbitration, including any the fees of any arbitrator, shall be borne by Tenant.

(d) Following determination of the Tenth Floor Purchase Price in accordance with the Tenth Floor Lease, if Landlord elects to exercise the Tenth Floor Purchase Option, Landlord shall send a Tenth Floor Purchase Option Election Notice to Tenant, which notice shall (i) identify the Tenth Floor Purchase Price determined and the amount of the deposit (the "Tenth Floor Purchase Option Deposit") to be delivered to

Tenth Floor Landlord in accordance with the Tenth Floor Lease (which Tenth Floor Purchase Option Deposit shall be equal to ten percent (10%) of the Tenth Floor Purchase Price), and (ii) attach a copy of the Exercise Notice (as defined in the Tenth Floor Lease) to be delivered to Tenth Floor Landlord, which Exercise Notice shall include a proposed Tenth Floor Purchase Option Closing Date in accordance with the Tenth Floor Lease. Landlord shall send a copy of such Tenth Floor Purchase Option Election Notice to Leasehold Mortgagee promptly after delivery to Tenant, provided that Landlord shall have no liability hereunder for a failure to timely deliver same. Landlord shall fund the Tenth Floor Purchase Option Deposit to the applicable escrow agent for the closing of the Tenth Floor Purchase Option (the "Tenth Floor Escrow Agent") simultaneously with the delivery of the Exercise Notice to Tenth Floor Landlord in accordance with the Tenth Floor Lease; provided, however, Tenant shall be responsible for reimbursement of Tenant's share of the Tenth Floor Purchase Option Deposit to Landlord (which shall be equal to 10% of the Tenth Floor Tenant Purchase Contribution with respect to the determined Tenth Floor Purchase Price), which reimbursement may be effectuated by a true-up of the escrow at the Tenth Floor Purchase Option Closing. For the avoidance of doubt, if Tenant exercises the Tenth Floor Purchase Option in accordance with Section 47(b) above, Tenant shall pay to Tenth Floor Escrow Agent the Tenth Floor Purchase Option Deposit and, in such event, Landlord shall be responsible for reimbursement of Landlord's share of the Tenth Floor Purchase Option Deposit to Tenant (which shall be equal to 10% of the Tenth Floor Buyout Amount with respect to the determined Tenth Floor Purchase Price), which reimbursement may be effectuated by a true-up of the escrow at the Tenth Floor Purchase Option Closing. In no event shall the Election Notice indicate a Tenth Floor Purchase Option Closing Date that is less than thirty (30) days following the date of the Tenth Floor Purchase Option Election Notice.

(e) No less than five (5) Business Days prior to the scheduled Tenth Floor Purchase Option Closing Date, Tenant shall remit the Tenth Floor Tenant Purchase Contribution to Landlord by wire transfer in immediately available funds. In addition, at the Tenth Floor Purchase Option Closing, Tenant shall remit the Advisory Fee to GLR REIT Advisors, LLC (as designated by Landlord) by wire transfer in immediately available funds. The Tenth Floor Tenant Purchase Contribution funded by Tenant shall be treated as a payment of Additional Rent under this Lease, and Landlord shall thereafter remit the Tenth Floor Tenant Purchase Contribution, together with the Tenth Floor Buyout Amount to the Tenth Floor Escrow Agent on the Tenth Floor Purchase Option Closing Date. For all U.S. federal, state and local tax purposes, the payment of such Additional Rent shall be treated as a prepayment of rent that is characterized as a loan from Tenant to Landlord pursuant to Section 467 of the Code. Such loan shall be amortized in accordance with the additional depreciation made available to Landlord for federal income tax purposes in connection with Landlord's exercise of the Tenth Floor Purchase Option. In such case, further detail regarding the principal, interest and amortization of the loan shall be set forth in a separate agreement between the parties.

(f) All out-of-pocket costs and expenses incurred by Landlord to exercise the Tenth Floor Purchase Option, including, without limitation, reasonable attorney's fees, closing costs, transfer taxes and costs associated with the negotiation

and/or preparation of any necessary amendment to this Lease to document same, shall be paid by Tenant to Landlord as Additional Rent on demand. If Tenant fails to remit the Tenth Floor Tenant Purchase Contribution as required pursuant to this Section 47, Landlord may, at any time, fund such amounts to the Tenth Floor Escrow Agent and seek reimbursement from Tenant. Tenant's obligation to pay its portion of the Tenth Floor Purchase Option Deposit, the Tenth Floor Tenant Purchase Contribution and any other costs and expenses incurred in connection with the exercise of the Tenth Floor Purchase Option shall survive the expiration or termination of this Lease. To the extent any such costs or expenses incurred by Landlord are capital expenditures taken into account through a charge to capital account or basis for federal income tax purposes (as determined in Landlord's sole judgment), Additional Rent payable under this paragraph shall be treated for federal income tax purposes in a manner consistent with Additional Rent payable pursuant to Section 47(e).

(g) If the Tenth Floor Landlord shall default in its obligations under the Tenth Floor Lease to convey the Tenth Floor Unit to Landlord, Landlord shall have all the rights and remedies as against Tenth Floor Landlord set forth in the Tenth Floor Lease. Landlord and Tenant shall mutually agree as to any pursuit of remedies against Tenth Floor Landlord.

(h) Any failure by Tenant to fund its portion of the Tenth Floor Purchase Option Deposit, the Tenth Floor Tenant Purchase Contribution, the Advisory Fee or reimburse Landlord for its expenses pursuant to this Section 47 may be treated as an Event of Default at the discretion of Landlord, provided that Tenant has failed to pay such amounts within five (5) Business Days after receipt of notice from Landlord of the default. In addition, Tenant shall indemnify, defend and save harmless the Landlord and the Indemnified Parties from and against any and all Losses, which may be imposed upon or suffered or incurred by or asserted against any Indemnified Party by reason of, due to or arising out of Landlord's exercise of the Tenth Floor Purchase Option or compliance with the terms and conditions of the Tenth Floor Lease.

(i) In the event that Tenant exercises the Tenth Floor Purchase Option in accordance with Section 47(b) above and Landlord fails to pay to the Tenth Floor Escrow Agent any portion of the Tenth Floor Buyout Amount at the Tenth Floor Purchase Option Closing and, in lieu thereof, Tenant pays the full amount of the Tenth Floor Purchase Price directly, Landlord shall reimburse Tenant for same within three (3) Business Days of the Tenth Floor Purchase Option Closing Date. Landlord's obligation to pay the Tenth Floor Buyout Amount shall survive the expiration or earlier termination of this Lease. Without limiting the foregoing, if Landlord fails to pay the Tenth Floor Escrow Agent any portion of the Tenth Floor Buyout Amount at the Tenth Floor Purchase Option Closing, Tenant shall be entitled to credit such unpaid amount against any Base Rent or Additional Rent due and payable under the Lease.

(j) Upon the Tenth Floor Purchase Option Closing Date, the Tenth Floor Unit shall become part of the Leased Premises and all of the applicable terms and conditions of this Lease shall thereafter extend to the Tenth Floor Unit hereunder;

provided, that any personal property existing in the Tenth Floor Unit upon the Tenth Floor Purchase Option Closing Date shall be conveyed to Tenant, as the subtenant thereunder. Within thirty (30) days following the Tenth Floor Purchase Option Closing Date, if requested by Landlord, Landlord and Tenant shall execute (i) an amendment to this Lease, prepared by Landlord, to memorialize the addition of the Tenth Floor Unit into the Leased Premises, but failure to execute such amendment shall not affect the inclusion of the Tenth Floor Unit into the Leased Premises and (ii) an amendment to the Memorandum of Lease, which shall be submitted for recording by Landlord with the applicable registrar's office. The cost of such recording, including, without limitation, any and all recording fees and transfer taxes, if any, due upon such recording, shall be paid by Tenant as and when due.

(k) In the event of any dispute between Tenant and Landlord with respect to the matters described in this Section 47 (including, without limitation, whether to and the nature and scope of any remedies to seek against Tenth Floor Landlord in the event of a default under the Tenth Floor Purchase Option), the same shall be resolved by arbitration pursuant to Section 50 hereof.

48. **New Construction; Fallback Business Plan.**

(a) Landlord hereby acknowledges that, in order for Tenant to achieve Substantial Completion of the Multifamily Project, Tenant must satisfy the CONH Requirement with respect to certain components of the work to be performed at the Leased Premises, as further set forth in the Project Plans and Specifications. Notwithstanding the foregoing, Tenant shall, at its sole cost and expense, promptly after the Effective Date commence construction of the Multifamily Project (the date of such commencement, the "Commencement Date") to the extent the work comprising the Multifamily Project does not require Tenant to satisfy the CONH Requirement. Thereafter, the Tenant shall proceed with reasonable diligence and continuity to Complete the Multifamily Project in accordance with the Project Plans and Specifications, all Legal Requirements and such other terms and conditions set forth in the Work Letter and the Construction Loan Documents. The Multifamily Project constitutes a Material Alteration consented to and approved by Landlord. Nothing contained in this Section 48 releases Tenant from any of its obligations under this Lease.

(b) In the event that Tenant satisfies the CONH Requirement with respect to the entire Leased Premises by the CONH Requirement Outside Date, Tenant shall diligently pursue completion of the Multifamily Project in accordance with the Work Letter and cause Substantial Completion of the Multifamily Project to occur by no later than the Required Substantial Completion Date, subject to delays caused by events of Force Majeure (subject to the Force Majeure Cap).

(c) In the event that Tenant does not satisfy the CONH Requirement with respect to the entire Leased Premises by the CONH Requirement Outside Date, Landlord may, at its option at any time on or following the CONH Requirement Outside Date, deliver notice (the "Fallback Business Plan Notice") to Tenant that Tenant shall

thereafter be required to pursue a Fallback Project with respect to the Leased Premises. Landlord shall send a copy of such Fallback Business Plan Notice to Leasehold Mortgagee promptly after delivery to Tenant, provided that Landlord shall have no liability hereunder for a failure to timely deliver same. Within ninety (90) days following the date of the Fallback Business Plan Notice, which date shall be set forth in the Fallback Business Plan Notice (such date, the "Fallback Business Plan Delivery Date"), Tenant shall deliver to Landlord for its review and consideration, the Fallback Business Plan. Unless otherwise required in accordance with this Lease, Tenant shall not be required to withdraw any pending CONH Exemption Application or CONH Application with respect to the Multifamily Project in connection with its preparation and delivery of the Fallback Business Plan. The Fallback Project to be constructed in accordance with the Fallback Business Plan shall constitute a Material Alteration requiring the consent of Landlord in accordance with Section 13. In connection with Landlord's review and approval of the Fallback Business Plan, it shall be reasonable for Landlord to reject Tenant's Fallback Business Plan if (i) Landlord determines, in its reasonable discretion in consultation with its Construction Consultant, that it is unlikely that Tenant will be able to achieve Substantial Completion of the Fallback Project by the Required Substantial Completion Date with respect to such Fallback Project or (ii) Tenant and/or Guarantor does not have, in Landlord's reasonable discretion, sufficient financial resources and liquidity (including, without limitation, access to additional equity or debt financing) to execute the Fallback Project in accordance with the Fallback Business Plan. Notwithstanding the foregoing, Landlord's approval of the Fallback Business Plan and any revised Project Plans and Specifications that constitute a part of such Fallback Business Plan shall not be subject to Landlord's deemed approval in accordance with Section 13(d)(ii). In the event of any dispute between Tenant and Landlord with respect to the matters described in this Section 48(b), the same shall be resolved by arbitration pursuant to Section 50 hereof.

(d) The Total Project Costs to be paid in connection with the Construction Project shall be paid (i) first, through contributions by Tenant of Tenant's Equity Contribution until the full amount of Tenant's Equity Contribution has been expended for Total Project Costs set forth in the Project Budget, and (ii) second, through disbursements by Construction Lender of the Construction Loan. To the extent that Total Project Costs exceed the sum of the amounts paid or disbursed by Tenant of Tenant's Equity Contribution, and by Construction Lender of advances of the Construction Loan, such excess shall be paid through cash contributions by Tenant in the amount necessary to pay all remaining Total Project Costs.

(e) Guarantor has concurrently with Tenant's execution and delivery of this Lease executed the Project Guaranties and the Indemnity Agreement. Tenant has executed and delivered to Landlord (i) the Environmental Indemnity and the Indemnity Agreement and (ii) Certificate and Assignment of Architect's Contract and Plans and Specifications and Permits Consent and Certification, in the same form as Construction Loan requires.

(f) Without the prior written consent of Landlord (not to be unreasonably withheld, conditioned or delayed), Tenant shall not materially amend, modify or supplement any of the Construction Loan Documents. Tenant shall provide to Landlord true, correct and complete copies of all of the Construction Loan Documents and, from time to time, shall deliver copies of all amendments, modifications or supplements to same.

49. **Certificate of No Harassment; Tenant Protection Plan.**

(a) Landlord acknowledges and agrees that, in order for Tenant to achieve Substantial Completion of the Multifamily Project in accordance with Legal Requirements, Tenant must (i) satisfy the CONH Requirement with respect to the entire Leased Premises and (ii) comply with a Tenant Protection Plan approved by DOB. As of the Effective Date, Landlord has received (A) a complete copy of the CONH Exemption Application(s) with respect to the entire Leased Premises for the Special Clinton District (together with all backup materials required pursuant to the CONH Regulations), by either two separate applications as one for each of the Modified Hotel Unit and the EBC Unit or one combined application for both, which CONH Exemption Application(s) have been reviewed and approved by Landlord and (B) a complete copy of a CONH Application(s) with respect to the entire Leased Premises for the SRO (together with all backup materials required pursuant to the CONH Regulations), by either two separate applications as one for each of the Modified Hotel Unit and the EBC Unit or one combined application for both, which CONH Application(s) have been reviewed and approved by Landlord. As of the Effective Date, Tenant (or its counsel) has completed a full administrative review of the historic use and operation of the Leased Premises (including, without limitation, historic DOB, HPD and other violations issued by any Governmental Authority with respect to the Leased Premises and litigation proceedings filed and other grievances brought by any SRO Tenants) (such review, an "Administrative Review") for the SRO Lookback Period to determine if there is any reasonable evidence that would be likely to result in (or otherwise support) a Finding of Harassment by HPD pertaining to the SRO Lookback Period. The results of such Administrative Review (together with all backup information pertaining thereto) have been provided to Landlord as of the Effective Date.

(b) Within sixty (60) days following the Effective Date, Tenant shall direct its counsel to perform a full Administrative Review for the Special Clinton District Lookback Period, the results of which (together with all backup information pertaining thereto) shall be provided to Landlord no later than seventy-five (75) days following the Effective Date, which shall be set forth in a memorandum or legal opinion from Kucker Marino Winiarsky & Bittens, LLP or such other counsel reasonably acceptable to Landlord. Notwithstanding the foregoing, in the event that Tenant receives a CONH Exemption Approval for the Leased Premises under the Special Clinton District Regulations prior to completing the Administrative Review for the Special Clinton District Lookback Period, Tenant shall no longer be required to comply with this Section 49(b).

(c) In furtherance of the foregoing, Tenant shall make best efforts to satisfy the CONH Requirement prior to the CONH Requirement Outside Date and shall do so exclusively in the manner set forth below unless modifications to this procedure are approved by Landlord in its sole and absolute discretion:

(i) within ten (10) Business Days after the Effective Date (as shall be extended on a day-for-day basis due to events of Force Majeure, not to exceed sixty (60) days after the Effective Date), Tenant shall submit (x) the CONH Exemption Application for the Special Clinton District approved by Landlord to HPD and (y) the Tenant Protection Plan approved by Landlord to DOB;

1. if Tenant receives notice from HPD (via e-mail, phone, fax or written notice) that Tenant's CONH Exemption Application has been approved (such notice, a "CONH Exemption Approval") under the Special Clinton District Regulations, Tenant shall within ten (10) Business Days of receipt of the CONH Exemption Approval submit to DOB applications for all other Permits that are necessary to achieve Substantial Completion of the Multifamily Project in accordance with the Project Plans and Specifications and all Legal Requirements;

(A) if Tenant receives all Permits from DOB as are necessary to complete the Multifamily Project based on the CONH Exemption Approval under the Special Clinton District Regulations, Tenant shall diligently proceed to Complete the Multifamily Project;

(B) If Tenant's applications for any such Permits are denied or any such Permits issued by DOB are subsequently revoked by DOB, in each case, on the basis that Tenant did not satisfy the CONH Requirement as to the SRO, Tenant shall promptly notify Landlord of such denial or revocation, as applicable, and submit the CONH Application for the SRO (in electronic or digital format, together with a printed copy and all required documentation and signatures and payment of the any required fees) approved by Landlord within thirty (30) days thereafter (it being agreed that any modifications, supplements or updates to the CONH Application received by Landlord shall be reviewed and approved by Landlord prior to submission to HPD, such approval not to be unreasonably withheld, conditioned or delayed);

2. if Tenant receives notice from HPD (via e-mail, phone, fax or written notice) that Tenant's CONH Exemption Application with respect to any portion of the Leased Premises has been denied (any such notice, a "CONH Exemption Denial") under the Special Clinton District Regulations, Tenant shall deliver a copy of such notice to Landlord promptly upon receipt and submit to HPD the CONH Application for the Special Clinton District (in electronic or digital format, together with a printed copy and all required documentation and signatures and payment of the any required fees) approved by Landlord within thirty (30) days after receipt of the CONH Exemption Denial (it being agreed that any modifications, supplements or updates to the CONH Application received by Landlord shall be reviewed and approved by Landlord prior to submission to HPD, such approval not to be unreasonably withheld, conditioned or delayed); and

(ii) if after submitting a CONH Application to HPD in accordance with this Section 49(c), Tenant receives notice from HPD (via e-mail, phone, fax or written notice) that Tenant's CONH Application with respect to any portion of the Leased Premises has been denied (any such notice, a "CONH Application Denial"), Tenant shall deliver of a copy of such CONH Application Denial to Landlord and receipt of such CONH Application Denial shall be deemed to constitute Landlord's delivery of a Fallback Business Plan Notice to Tenant in accordance with Section 48(c).

(d) The following shall apply if Tenant submits (or is required to submit) a CONH Application for the Leased Premises for the SRO or the Special Clinton District in accordance with Section 49(c):

(i) In no event shall Tenant submit a CONH Application for the Special Clinton District without completing an Administrative Review for the Special Clinton District Lookback Period and determining, in Tenant's and Landlord's mutual, reasonable discretion, that there is no reasonable evidence that would be likely to result (or otherwise support) a Finding of Harassment, such that submitting a CONH Application for the Special Clinton District would be detrimental to the Project.

(ii) The parties acknowledge and agree that, under current CONH Regulations, (i) if Tenant submits a CONH Application and Tenant receives a notice from HPD of a Finding of Harassment by HPD, Tenant will no longer be permitted to withdraw the

CONH Application and (ii) if a CONH Application Denial is issued for any portion of the Leased Premises, for a period of thirty-six (36) months after such notice is received, neither Tenant nor any subsequent owner, tenant or other party will be permitted to re-apply for a CONH with respect to any portion of the Leased Premises. As such, if at any time a CONH Application Denial or Finding of Harassment seems likely or imminent, Tenant acknowledges and agrees that it would be in the best interests of the Project to withdraw the CONH Application and Tenant shall make best efforts to do so.

(iii) If, at any time prior to Tenant's receipt of a Finding of Harassment, Tenant or Landlord (or their respective counsels) reasonably believes that HPD could determine that reasonable cause exists for a Finding of Harassment (due to the receipt of any particular communication, comment or notice from HPD with respect to a pending CONH Application or otherwise), such party shall immediately notify the other party (any such notice, a "CONH Withdrawal Notice") and include in such CONH Withdrawal Notice the basis for such party's conclusion that reasonable cause exists for a finding of harassment by HPD. Upon receipt or delivery, as applicable, of such CONH Withdrawal Notice, Tenant shall immediately withdraw the CONH Application; provided, however, if either Landlord or Tenant disagrees with the determination that a Finding of Harassment is reasonably likely to occur, either party may notify the other of its disagreement and the parties will discuss with their respective counsels in good faith for a period of up to ten (10) Business Days (such period, the "Discussion Period"). Unless both Landlord and Tenant mutually agree not to withdraw the CONH Application by the end of such Discussion Period, Tenant shall immediately commence the process of withdrawing the CONH Application at such time. If Tenant fails to commence such withdrawal within ten (10) Business Days of receipt or delivery, as applicable, of the CONH Withdrawal Notice (or, if a dispute arises over whether a Finding of Harassment is likely, within ten (10) Business Days of termination of the Discussion Period), it shall, at Landlord's option, be an automatic Event of Default. Landlord shall have the right to cause such withdrawal by notifying HPD directly on behalf of Tenant and Tenant shall cooperate with Landlord's efforts to do so (including, without limitation, by submitting any notices or communications to HPD as may be required to withdraw the CONH Application).

(iv) If Tenant withdraws its CONH Application in accordance with clause (iii) above at any time prior to the CONH Requirement Outside Date and Tenant desires to prepare a revised CONH Application and re-submit such CONH Application to HPD, Tenant shall notify Landlord (such notice, a "CONH Re-Application Notice") of such intention and Landlord shall reasonably assess the likelihood that Tenant may succeed in obtaining a CONH for any portion of the Leased Premises by such re-submission. Within fifteen (15) Business Days after receipt of Tenant's CONH Re-Application Notice, Landlord shall notify Tenant (such notice, the "CONH Re-Application Decision Notice") of its decision as to whether (x) Tenant shall be permitted to prepare a revised CONH Application and reapply to HPD to satisfy the CONH Requirement with respect to all or any portion of the Leased Premises or (y) Tenant shall be required to abandon all efforts to satisfy the CONH Requirement and, instead, pursue a Fallback Project.

1. If Landlord delivers Tenant a CONH Re-Application Decision Notice in accordance with clause (x) above, Tenant shall promptly submit a revised CONH Application to Landlord for review and approval and, following Landlord's approval of such revised CONH Application, submit such revised CONH Application to HPD.

2. If Landlord delivers Tenant a CONH Re-Application Decision Notice in accordance with clause (y) above, such notice shall be deemed to constitute a Fallback Business Plan Notice in accordance with Section 48(c).

(e) At all times during the construction of the Project (whether Tenant is pursuing the Multifamily Project or the Fallback Project in accordance with the terms and provisions of this Lease and the Work Letter), Tenant shall comply with all requirements of the Tenant Protection Plan submitted to DOB.

(f) Within five (5) Business Days of receipt of any communications (via e-mail, phone, fax or written notice) from DOB with respect to the Tenant Protection Plan, the Project or any SRO Tenant, notify Landlord of such communication and, if applicable, deliver a copy of any such communication to Landlord.

(g) Within five (5) Business Days of receipt of any grievance, notice or complaint from any SRO Tenant with respect to such SRO Tenant's unit or the Project, deliver a copy of such grievance, notice or complaint to Landlord and promptly propose to Landlord how to respond and resolve same with the SRO Tenant. Tenant shall not communicate any such response to any SRO Tenant or commence a resolution of any

grievance with an SRO Tenant without Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

(h) Within five (5) Business Days of receipt of any communications (via e-mail, phone, fax or written notice) from HPD with respect to the CONH Exemption Application, the CONH Application, the Project or any SRO Tenant, notify Landlord of such communication and, if applicable, deliver a copy of any such communication to Landlord. In addition, any supplemental or revised CONH Exemption Applications to be submitted to HPD following receipt of CONH Exemption Denial, or otherwise submitted to HPD in responses to communications or inquiries received by HPD shall be reviewed and approved by Landlord prior to submission to HPD (such approval not to be unreasonably withheld, conditioned or delayed); provided, however, Landlord hereby acknowledges that the CONH Exemption Application and CONH Application may be subject to amendment, modification and/or supplement as required by HPD and any such amendments, modifications or supplements required to be made by HPD shall be promptly made by Tenant and delivered to Landlord following submission to HPD.

(i) Tenant shall not respond to any questions, communications or notices received from HPD with respect to the CONH Exemption Application, the CONH Application or the Project without Landlord's review and approval of any such proposed responses and Landlord shall be copied on, included in or afforded the right to have a representative present during any and all meetings, calls or other communications with HPD regarding the CONH Exemption Application, the CONH Application or the Project.

(j) If Tenant is in default under any of its obligations under this Section 49, a monetary default has occurred and is continuing, or an Event of Default is continuing, Landlord shall have the right to take over as the applicant on any CONH Exemption Application or CONH Application pending with HPD and Tenant shall promptly, upon request from Landlord, turn over any and all records with respect to such CONH Exemption Application and CONH Application and cooperate with any reasonable requests of Landlord to execute any notices, affidavits or communications with HPD regarding same (including by power of attorney to the extent necessary and enforceable).

(k) Any and all reasonable out-of-pocket costs and expenses incurred by Landlord in connection with its oversight, review and approval of the various applications and processes required for Tenant to satisfy the CONH Requirement (including any out-of-pocket costs or expenses incurred in connection with transferring the applicable applications to Landlord following a default by Tenant under this Lease) shall be paid by Tenant within ten (10) Business Days of demand therefor from Landlord, along with documentation supporting the applicable costs and expenses incurred. Tenant's obligation to pay such costs and expenses shall survive the expiration or earlier termination of this Lease.

(l) In the event of any dispute between Tenant and Landlord with respect to the matters described in this Section 49, the same shall be resolved by arbitration pursuant to Section 50 hereof.

50. **Arbitration.**

(a) In such cases where this Lease provides for the settlement of a dispute or question (each, a "Dispute") by arbitration, such Dispute shall be resolved by final and binding arbitration. The arbitration shall be in accordance with the then prevailing Expedited Procedures of the Arbitration Rules for the Real Estate Industry of the American Arbitration Association ("AAA") or the successor of said procedures, except that the procedures shall be modified as follows:

(i) There shall be three arbitrators.

(ii) The party commencing arbitration (the "First Party") shall specify the name and address of the person to act as the arbitrator on the First Party's behalf.

(iii) Within fifteen (15) days after the service of the demand for arbitration, the party receiving service of demand for arbitration from the First Party (the "Second Party") shall give notice to the First Party specifying the name and address of the person designated by the Second Party to act as arbitrator on its behalf, which arbitrator shall be similarly qualified.

(iv) No arbitrator under this Section 50 shall be an employee of or counsel to Landlord or Tenant (or of an Affiliate of Landlord or Tenant), and each arbitrator under this Section 50 shall have at least twenty (20) years of experience in the County of New York, City and State of New York in commercial real estate.

(b) Within ten (10) Business Days after the appointment of the arbitrator of the Second Party, the two party-appointed arbitrators so chosen shall appoint a third arbitrator, who shall be a competent and impartial person with qualifications satisfying those required of the first two arbitrators pursuant to Section 50(a). If they are unable to agree upon such appointment within five (5) Business Days after expiration of such ten (10) Business Day period, the third arbitrator shall be selected by the parties themselves within five (5) Business Days after expiration of the foregoing five (5) Business Day period.

(c) If any arbitrator appointment is not made timely under this Section 50, then either party may request the appointment be made within ten (10) Business Days by the AAA or its successor. Each party shall pay the fees and expenses of its respective arbitrator and both shall share equally the fees and expenses of the third arbitrator. Attorneys' fees and expenses of counsel and of witnesses for the respective parties shall be paid by the respective party engaging such counsel or calling such witnesses.

(d) In the event of a failure, refusal or inability of any arbitrator to act, his or her successor shall be appointed, within ten (10) Business Days, by Landlord or Tenant in the case of the party-appointed arbitrators, and jointly by the parties in the case of the third arbitrator. If an appointment is not made timely pursuant to this Section 50(d), the arbitrator shall be appointed, at the request of any party, within ten (10) Business Days, by the AAA or its successor.

(e) Any award issued by the arbitrators shall be final and binding on the parties. Judgment on the award rendered by the arbitrators may be enforced and entered in any court having jurisdiction.

(f) By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction under Section 50(g) to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of the arbitration proceedings. In the exercise of their authority to resolve the merits of any Dispute, the arbitral tribunal shall have full authority to grant provisional remedies or to order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a court, and to award damages for the failure of any party to respect the arbitral tribunal's orders.

(g) The parties irrevocably consent and agree that (i) any action brought to compel arbitration or in aid of arbitration in accordance with the terms of this Lease, (ii) any action confirming and entering judgment upon any arbitration award, and (iii) any action for eviction or temporary injunctive relief to maintain the status quo or prevent irreparable harm, may be brought in the courts of the State of New York in New York County or the United States District Court for the Southern District of New York and for that purpose each of the parties hereby expressly and irrevocably submits itself to the jurisdiction of such courts. Each party irrevocably waives any objection to venue or jurisdiction on its person or assets, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile.

(h) To the extent that Landlord has a right to participate in any arbitration proceeding, the Fee Mortgagee may reasonably participate in such proceeding; and to the extent that Tenant has a right to participate in any arbitration proceeding, the most senior Leasehold Mortgagee may reasonably participate in such proceeding.

51. **Right to Perform.**

(a) Subject to the rights of Leasehold Mortgagees, if Tenant at any time fails to (i) pay any Taxes in accordance with the provisions hereof, (ii) obtain, pay for, maintain or deliver any of the insurance policies that Tenant is required to obtain, pay for, maintain or deliver in accordance with the terms of this Lease or (iii) perform any other act on its part to be made or performed and, in each case, such Default shall continue beyond the notice and cure period hereunder applicable thereto, if any, then, in any such event, Landlord, without waiving or releasing Tenant from any obligation of Tenant

contained in this Lease, may (but shall be under no obligation to): (A) pay any Taxes required to be paid by Tenant pursuant to the provisions hereof; (B) obtain, pay for and maintain any of the insurance policies that Tenant is required to obtain, pay for and maintain in accordance with the terms of this Lease; or (C) perform any other act on Tenant's part to be made or performed as provided in this Lease, and may enter upon the Leased Premises (subject to the terms and conditions of this Lease) for such purpose and take all such action thereon as may reasonably be necessary therefor, provided that no such entry shall unreasonably interfere with Tenant's, any SRO Tenant's or any subtenant's use and enjoyment of the Leased Premises.

(b) All sums so paid by Landlord and all reasonable costs and expenses incurred by Landlord in connection with the performance of any such act permitted to be taken by Landlord under Section 51(a), together with interest thereon at the Default Rate from the respective dates of Landlord's making of each such payment or incurring of each such sum, cost, expense, charge, payment or deposit, shall be paid by Tenant to Landlord within thirty (30) days after demand therefor, along with documentation supporting such costs and expenses incurred. Any payment or performance by Landlord pursuant to the provisions of Section 51(a) shall not be nor be deemed to be a waiver or release of the breach or Default of Tenant with respect thereto or of the right of Landlord to terminate this Lease, institute summary proceedings and/or take such other action as may be permissible hereunder if a Default by Tenant shall have occurred and be continuing. Landlord shall not be limited, in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance in accordance with this Lease, to the amount of the insurance premium or premiums not paid, but Landlord also shall be entitled to recover, as damages for such breach, the uninsured amount of any loss and damages, costs and expenses of suit, including reasonable attorneys' fees, suffered or incurred by reason of damage to or destruction of the Leased Premises.

52. **Entire Agreement.** This Lease, the Project Guaranties, the Indemnity Agreement, the ancillary agreements expressly referred to in this Lease, the Tenth Floor Sublease, and all exhibits attached to this Lease (collectively, the "Lease Documents") contain the entire understanding between Landlord and Tenant with respect to the Leased Premises and are intended to be a full integration of all prior or contemporaneous agreements, conditions, understandings or undertakings between them with respect thereto. There are no promises, agreements, conditions, undertakings, understandings, warranties or representations, whether oral, written, express or implied, between Landlord and Tenant with respect to the Leased Premises other than as are expressly set forth in the Lease Documents.

53. **Waiver of Trial by Jury.** LANDLORD AND TENANT IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS LEASE.

54. **Exhibits.** All exhibits attached to this Lease are incorporated by this reference as if fully set forth in this Lease.

55. **Prevailing Party Attorneys' Fees**. If either party brings an action or proceeding in any court of competent jurisdiction to enforce its rights or the other party's obligations under this Lease (including any proceeding brought by Landlord with respect to the collection of Rent), then the prevailing party in such action or proceeding (as determined pursuant to a final and non-appealable order or judgment of a court of competent jurisdiction) shall be entitled to be reimbursed by the non-prevailing party for all reasonable attorneys' fees and disbursements incurred by the prevailing party in connection with such action or proceeding. If neither party prevails in such action or proceeding, or if both parties prevail in part in such action or proceeding, then such court shall determine whether, and the extent to which, one party shall reimburse the other party for all or any portion of the reasonable attorneys' fees and disbursements incurred by such other party in connection with such action or proceeding.

56. **Penthouse Unit, Supermarket Unit and Store Unit.**

(a) Landlord and Tenant hereby acknowledge that, as of the Effective Date, (i) Store Unit Tenant is the tenant under the Store Lease with respect to the Store Unit, pursuant to the Store Unit Lease Assignment, (ii) Store Unit Owner is the Unit Owner under the Condominium Documents with respect to the Store Unit, (iii) each of the Penthouse Unit and Supermarket Unit are owned and/or leased by third parties unrelated to Tenant and neither Tenant nor Landlord has any right, title or interest in the Penthouse Unit or Supermarket Unit, and (iv) Landlord has no right, title or interest in the Store Unit or the Store Unit Lease.

(b) Landlord further acknowledges that Store Unit Tenant may renovate the Store Unit and may use or sublease such Store Unit to a third party operator, each at its own sole cost and expense. As of the Effective Date, the Construction Loan does not include any holdbacks, reserves or advances for the renovation of the Store Unit and, therefore, (i) Tenant shall not use any funds received from Construction Lender out of proceeds of the Construction Loan to pay for (or seek reimbursement on account of) any costs or expenses associated with the renovation, maintenance, or operation of the Store Unit, (ii) Tenant shall not include any such costs or expenses in the Project Budget and (iii) Tenant shall not permit the use or renovation of the Store Unit in any way that Tenant reasonably believes could be expected to trigger the Snap Back Provision (including, without limitation, for a food and beverage operation in the nature of a restaurant, deli or coffee shop, private membership club, or the rental of residential units for periods of less than one (1) year). In the event that Landlord determines that Tenant has breached the covenants set forth in this Section 56(b), it shall be an immediate Event of Default under this Lease. For the avoidance of doubt, nothing contained herein shall be deemed to prohibit Store Unit Owner from using or permitting the use of the Store Unit for any lawful purpose, provided that neither the Store Unit Tenant nor any other Tenant Party is in possession of the Store Unit or otherwise party to the Store Unit Lease.

(c) In the event that Tenant or any affiliate of Tenant (collectively, a "Tenant Party"), at its own cost, enters into negotiations with any third party to acquire a fee simple interest in any of the Store Unit, the Penthouse Unit, or the Supermarket

Unit from the applicable Unit Owner (each, a "Unit Purchase Option"), the following shall apply:

(i) Within five (5) Business Days of receipt of the offer for such Unit Purchase Option, Tenant shall notify Landlord in writing, which notice (as to any Unit, the "Unit Purchase Option Notice") shall:

1. if such Unit Purchase Option is as to the Penthouse Unit, include the proposed purchase price (the "Unit Purchase Price") for the Penthouse Unit (together with an appraisal or such other information used by the Tenant Party to determine the appropriate price for the Unit Purchase Option), copies of any and all documents, instruments, and agreements governing the Unit Purchase Option (collectively, the "Unit Purchase Option Documents"), and the proposed date of closing of the Unit Purchase Option (which shall be no sooner than thirty (30) days following the date of the Unit Purchase Option Notice); or

2. if such Unit Purchase Option is as to the Store Unit or the Supermarket Unit, set forth the proposed date of closing of the Unit Purchase Option.

(ii) The terms and conditions of any such Unit Purchase Option for the Penthouse Unit and all Unit Purchase Option Documents as to the Penthouse Unit shall be subject to Landlord's approval (not to be unreasonably withheld, conditioned or delayed).

(iii) Prior to the closing of the applicable Unit Purchase Option (each, a "Unit Purchase Option Closing Date"), Landlord shall provide to Tenant the following:

1. if the Unit Purchase Option is as to the Penthouse Unit, drafts of any amendments or assignments of the Unit Purchase Option Documents and any other documents, instruments and agreements as are reasonably necessary in Landlord's reasonable discretion to convey the Penthouse Unit to Landlord and add the Penthouse Unit to the Leased Premises (it being agreed that, in connection with the closing of the Unit Purchase Option, the Tenant Party's rights to acquire the Penthouse Unit shall be conveyed to Landlord and Landlord shall lease the Penthouse Unit to Tenant pursuant to this Lease or a separate lease on substantially similar terms, with a term co-terminus with the Term of this Lease); or

2. if the Unit Purchase Option is as to the Store Unit or the Supermarket Unit, a draft agreement or memorandum to be recorded with the New York City Registrar's Office, which

agreement shall run with the land underlying such Unit and prohibit such Tenant Party and any subsequent owner, tenant or occupant from using such Unit (i) for any Prohibited Use or (ii) for any purpose that would be reasonably likely to trigger the Snap Back Provision (such agreement, the "Use Covenant"). The final form of the Use Covenant shall be subject to Tenant's approval (not to be unreasonably withheld, conditioned or delayed). The cost of recording the Use Covenant, including, without limitation, any and all recording fees and transfer taxes, if any, due upon such recording, shall be paid by Tenant as and when due.

(iv) Solely with respect to a Unit Purchase Option for the Penthouse Unit, the applicable Tenant Party shall arrange for (at Tenant's sole cost and expense) Landlord obtaining an owner's title insurance policy with respect to the Penthouse Unit, which shall only be subject to such exceptions, liens and encumbrances as are approved by Landlord in its reasonable discretion and shall include any and all endorsements reasonably requested by Landlord and available from the applicable title company issuing such policy. The cost of any title premiums and endorsements with respect to obtaining such title insurance shall be paid by Tenant or the applicable Tenant Party at the closing of such Unit Purchase Option.

(v) All out-of-pocket costs and expenses incurred by Landlord to exercise the applicable Unit Purchase Option, including, without limitation, reasonable attorney's fees, escrow fees, closing costs and costs associated with the negotiation and/or preparation of any Unit Purchase Option Documents and the Use Covenant (if applicable), shall be paid by Tenant (or the applicable Tenant Party) to Landlord as Additional Rent payable within ten (10) days after notice from Landlord along with documentation supporting the applicable costs and expenses incurred. Tenant's obligation to pay such costs and expenses shall survive the expiration or termination of this Lease.

(vi) Tenant shall indemnify, defend and save harmless the Landlord and the Indemnified Parties from and against any and all Losses, which may be imposed upon or suffered or incurred by or asserted against any Indemnified Party by reason of, due to or arising out of Landlord's exercise of (or coordination with Tenant in connection with) any Unit Purchase Option or compliance with the terms and conditions of the any documents governing the Unit Purchase Option.

(vii) Upon the Unit Purchase Option Closing Date, (A) if the applicable Unit is the Penthouse Unit, such Penthouse Unit shall become part

of the Leased Premises and all of the applicable terms and conditions of this Lease shall thereafter extend to the Penthouse Unit hereunder; provided, that any personal property existing in the Penthouse Unit upon the Unit Purchase Option Closing Date shall be conveyed to Tenant (or the applicable Tenant Party), as the tenant thereunder or (B) if the applicable Unit is the Store Unit or the Supermarket Unit, the applicable Tenant Party shall cause the Use Covenant to be recorded against such Unit in the New York City Registrar's Office and shall, within thirty (30) days after the Unit Purchase Option Closing Date, deliver a copy of the recorded Use Covenant to Landlord.

(viii) Solely as to the Penthouse Unit, within thirty (30) days following the Unit Purchase Option Closing Date, if requested by Landlord, Landlord and Tenant shall execute (i) an amendment to this Lease, prepared by Landlord, to memorialize the addition of the Penthouse Unit into the Leased Premises, but failure to execute such amendment shall not affect the inclusion of the Penthouse Unit into the Leased Premises and (ii) an amendment to the Memorandum of Lease, which shall be submitted for recording by Landlord with the New York City Registrar's Office. If Landlord determines in its reasonable discretion that it would be beneficial to Landlord from a tax perspective or otherwise to lease back the Penthouse Unit to Tenant (or Tenant's designated Tenant Party) pursuant to a separate ground lease, Landlord shall prepare a draft of such additional lease and deliver the same to Tenant for its review and approval within such thirty (30) day period (it being agreed that any such additional lease will be on substantially similar terms to this Lease, except as may be revised to remove any provisions that have been satisfied or no longer apply). The cost of recording any amendment to the Memorandum of Lease (or any new memorandum of lease in connection with any additional lease with respect to the Penthouse Unit), including, without limitation, any and all recording fees and transfer taxes, if any, due upon such recording, shall be paid by Tenant as and when due.

(ix) Upon the conveyance of the Penthouse Unit to the Landlord, an amount equal to the Penthouse Unit Purchase Price shall be treated as Additional Rent payable to Landlord. For all U.S. federal, state and local tax purposes, the payment of such Additional Rent, together with the Additional Rent payable in respect of the out-of-pocket costs and expenses described in clause (v) above, shall be treated as a prepayment of rent that is characterized as a loan from Tenant to Landlord pursuant to Section 467 of the Code. Such loan shall be amortized in accordance with the additional depreciation made available to Landlord for federal income tax purposes in

connection with the Penthouse Unit. In such case, further detail regarding the principal, interest and amortization of the loan shall be set forth in a separate agreement between the parties.

(x) If the seller of the Penthouse Unit shall default in its obligations under the Unit Purchase Option Documents to convey the Penthouse Unit to Landlord as described herein, Landlord shall have all the rights and remedies as against such seller set forth in the Unit Purchase Option Documents. Landlord and Tenant shall mutually agree as to any pursuit of remedies against the seller thereof and, in the event of a dispute as to the nature and scope of any such remedies shall be submitted (by either Tenant or Landlord) to arbitration in accordance with the procedures set forth in Section 50 of this Lease.

57. **Union Matters.**

(a) Landlord acknowledges that Tenant has entered into the Union MOA with the Hotel Union, 32BJ and L94, which Union MOA requires that Tenant (i) satisfy the Enhanced Severance Obligations, (ii) satisfy the Hotel Union Pension Fund Obligations by the Hotel Union Pension Fund Obligations Date, (iii) satisfy the Healthcare Contribution Obligations, (iv) continue to be bound by the IWA until Tenant coverts the Leased Premises into market based residential housing, (v) upon presenting signed authorization cards to Tenant demonstrating that either 32BJ or L94 has the support of the majority of employees in an appropriate bargaining unit, recognize 32BJ and L94 and agree to be bound by the 32BJ Agreement and L94 Agreement with respect to all applicable employees, and (vi) if Tenant ultimately pursues a Fallback Project in accordance with this Lease, which Fallback Project includes a use that triggers the Snap Back Provision, recall the former Hotel Employees and be subject to the terms and conditions of the IWA and any agreements or practices supplementing the IWA (collectively, the "Union MOA Obligations").

(b) In furtherance of the foregoing, the following shall apply:

(i) Tenant shall (x) at all times while it or any Tenant Party holds any ownership interest in the Leased Premises or any other Unit of the Condominium, not take any action or omit to take any action, or cause or permit the use, operation or leasing of any such Unit (including the Leased Premises) that is reasonably likely to trigger the Snap Back Provision and (y) at all times during the Term of this Lease, comply with the terms of the Union MOA and ensure satisfaction of all Union MOA Obligations applicable to it;

(ii) neither Tenant nor any Affiliate of Tenant shall, without Landlord's prior written consent (not to be unreasonably withheld, conditioned or delayed), modify the Union MOA or enter into any other agreements, letters of intent, or memoranda with the Hotel Union,

32BJ, L94 or any other labor union or organization with respect to the construction of the Project, operation or maintenance of the Leased Premises or any other Unit of the Condominium;

(iii) Landlord shall, at its option, be entitled to reasonably participate in and have a representative present at any and all meetings, calls or communications between Tenant and the Hotel Union, 32BJ, L94 or any other labor union or organization involving the Project (other than routine, day-to-day operational or administrative communications and calls, provided that Tenant keeps Landlord reasonably informed of any material developments from any such communications and calls) and no material communications with such unions regarding the Union MOA, the Union MOA Obligations, the 32BJ Agreement, the L94 Agreement, the Project, the Leased Premises or any other Unit in the Condominium shall be made by Tenant without Landlord's approval (not to be unreasonably withheld, conditioned or delayed); and

(iv) Within five (5) Business Days of receipt of any claims, charges, demands, complaints, grievances, notices, knowledge or other material communications, whether written, verbal or electronic in form, received from any Hotel Employees, the Hotel Union, 32BJ, L94 or any other labor union or organization with respect to the Union MOA, the Union MOA Obligations, the Project, the Leased Premises, or any other Unit in the Condominium, Tenant shall deliver a copy of same to Landlord (other than notices not pertaining to any demands, complaints, or grievances that are routine, day-to-day operational or administrative matters, provided that Tenant keeps Landlord reasonably informed of any material developments from such matters).

(c) Landlord acknowledges and agrees that the Union MOA is binding on the Landlord, and, as of the Effective Date, has executed and delivered the Union MOA Assumption, as required by Article 59 of the IWA. Notwithstanding that Landlord is bound to the Union MOA as an "owner" of the Leased Premises pursuant to the Union MOA Assumption, Landlord is not responsible for and shall have no liability or obligation whatsoever in complying with (or ensuring Tenant's compliance with) the terms of the Union MOA, the IWA, the 32BJ Agreement or the L94 Agreement (including, without limitation, any potential costs or expenses incurred as a result of triggering the Snap Back Provision) during the Term of the Lease. Tenant agrees to defend, pay, protect, indemnify, save and hold harmless the Indemnified Parties from and against any and all Losses incurred by any Indemnified Party as a result of (i) Tenant's failure to timely or fully satisfy in the ordinary course of business any of the Union MOA Obligations or otherwise comply with the terms of the Union MOA, IWA, 32BJ Agreement or L94 Agreement during the Term of the Lease, (ii) any act or omission of Tenant or any Affiliate of Tenant with respect to the Leased Premises during the Term

of the Lease, or (iii) any act or omission of Tenant or any Affiliate of Tenant with respect to any other Unit of the Condominium that triggers the Snap Back Provision during the term of the Union MOA. In the event any action or proceeding is brought against any of the Indemnified Parties by reason of any such Loss, Tenant covenants upon notice from Landlord or any Fee Mortgagee to defend the Indemnified Parties in such action, with the expenses of such defense paid by Tenant, and the Indemnified Parties will cooperate and assist in the defense of such action or proceeding if reasonably requested to do so by Tenant. Notwithstanding the foregoing, in the event any action or proceeding is brought against any of the Indemnified Parties by reason of any such Loss, Landlord shall have the right to select its own counsel with the reasonable expenses of such defense paid by Tenant, and the Tenant will reasonably cooperate and assist in the defense of such action or proceeding if reasonably requested so to do by Landlord; provided, however, in no event shall Tenant be liable to any Indemnified Parties for any Losses caused by Landlord's or any Indemnified Party's gross negligence or willful misconduct with respect to its compliance with this Section 57 or its breach of the Union MOA. The obligations of Tenant under this Section 57(c) will survive the expiration or earlier termination of this Lease.

58. **Condominium Provisions.**

(a) Tenant shall timely and fully comply with and pay and perform in all material respects all terms, provisions, covenants and conditions of, and obligations under the Condominium Documents with respect to any Units that Tenant leases and/or owns at any time during the Term of the Lease, including compliance with the obligations of Unit Owners of such Units, as if the Tenant were actually the Unit Owner.

(b) Tenant shall not, without Landlord's prior written consent in Landlord's reasonable discretion, cause the Condominium Board of Managers to modify, amend, extend, supplement, terminate or in any other manner change, or consent to the modification, amendment, extension, supplement, termination or other change to, the terms, provisions, covenants and conditions of the Condominium Documents, nor waive or consent to the waiver of any enforcement of the provisions thereof.

(c) Tenant shall promptly deliver to Landlord a true and complete copy of each and every written notice received by Tenant from the Condominium Board of Managers or any other Unit Owner, or any applicable Governmental Authority of any breach or default by Tenant or any written notice requiring or demanding the performance of any act by Tenant (or the Unit Owner(s)) with respect to any obligation of Tenant (or Unit Owner(s)) under the provisions of the Condominium Documents, in each case, in Tenant's capacity as the designee for the Unit Owner, or any Legal Requirements applicable thereto.

(d) In the event of damage to or destruction of the Leased Premises, Tenant shall not, without the prior written consent of Landlord, vote in opposition to a motion to repair, restore or rebuild the Leased Premises, the EBC Unit, Modified Hotel

Unit, Tenth Floor Unit, or any common elements appurtenant thereto or subject to or part of the Condominium.

(e) In each and every case in which, under the provisions of the Condominium Documents, the consent or the vote of Unit Owners is required or requested on a material matter, Tenant shall not vote or give such consent without, in each and every case, the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned or delayed). Such material matters shall include, but not be limited to, a change in the Unit(s), a change in permitted use of any Unit, the Common Interest allocations as to each Unit, a vote to terminate the Condominium, a vote approving the Condominium's borrowing of funds, any matter that would potentially result in the Unit(s) or any of the Unit Owners being materially and adversely affected, and/or any material amendment or modification to the Condominium Documents.

(f) Tenant shall promptly pay, as the same become due and payable, all common charges, common expenses, special assessments and other payments and deposits required to be paid by the Unit Owners under the Condominium Documents or any resolutions adopted pursuant thereto or otherwise billed by the Condominium Board of Managers in respect of the Leased Premises, and shall promptly upon demand, exhibit to Landlord receipts for all such payments. If Tenant fails to make any such payment within twenty (20) days after each of the same becomes due and payable, Landlord may, from time to time, at Landlord's option, but without any obligation to do so and without notice to or demand upon Tenant, make such payments, and the same shall be reimbursed by Tenant to Landlord as Additional Rent hereunder (within thirty (30) days after notice to Tenant from Landlord, along with documentation supporting the applicable costs incurred) and bear interest at the Default Rate until repaid; provided, however, that the failure of Tenant to make any such payment within thirty (30) days after notice from any person or entity acting on behalf of the Condominium and/or Landlord that the same is overdue shall constitute an immediate Event of Default under this Lease.

(g) In the event of any failure by Tenant to perform any of the material obligations relating to the Leased Premises under the Condominium Documents within a period of thirty (30) days (or such other lesser period that the Condominium Board of Managers may require) after notice from the Condominium Board of Managers or from Landlord, or in the case of any such default which cannot with due diligence be cured or remedied within such period, if Tenant fails to proceed promptly after such notice to cure or remedy the same with due diligence (but in any case complete such cure or remedy within ninety (90) days after the obligation first became due), then in any such case, (i) Landlord may from time to time at Landlord's option, upon notice to Tenant, but without any obligation to do so, cure or remedy any such default of Tenant (Tenant hereby authorizing Landlord to enter upon the Leased Premises as may be necessary for such purposes), and all sums expended or costs incurred by Landlord for such purposes, including, without limitation, reasonable attorneys' fees and disbursements, shall become due and payable by Tenant to Landlord as Additional Rent hereunder (within thirty (30) days after written notice to Tenant from Landlord, along with documentation supporting

the applicable costs incurred) and shall bear interest at the Default Rate until repaid; and (ii) such failure to pay within such thirty (30) day period shall constitute an Event of Default hereunder.

(h) Tenant shall deliver to Landlord to be held in escrow, conditional resignations, in the form attached hereto as Exhibit L, for all members of the Condominium Board of Managers and officers of the Condominium who have been elected or appointed, or who are controlled, by Tenant or its Affiliates (each, a "Tenant Condo Designee"). Upon the occurrence and during the continuance of an Event of Default, Landlord shall have the right to declare such resignations effective. In the event that any Tenant Condo Designee is removed, resigns, or otherwise vacates its position, Tenant shall cause any new replacement Tenant Condo Designee further elected or appointed by Tenant to (i) be approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed) and (ii) deliver to Landlord a conditional resignation in the form attached hereto as Exhibit L.

(i) Tenant agrees to defend, pay, protect, indemnify, save and hold harmless the Indemnified Parties from and against any and all Losses incurred by any Indemnified Party as a result of Tenant's failure to timely pay any common charges, common expenses, special assessments or other payments required by the Condominium Documents. In case any action or proceeding is brought against any of the Indemnified Parties by reason of any such Loss, Tenant covenants upon notice from Landlord or any Fee Mortgagee to defend the Indemnified Parties in such action, with the expenses of such defense paid by Tenant, and the Indemnified Parties will cooperate and assist in the defense of such action or proceeding if reasonably requested so to do by Tenant. The obligations of Tenant under this Section 58(i) will survive the expiration or earlier termination of this Lease.

(j) For the avoidance of doubt, the parties agree that notwithstanding that Tenant may be designated and treated as the Unit Owner of the Leased Premises pursuant to the terms of the Condominium Documents, such designation and treatment does not supersede any of the rights of Landlord as owner of the Fee Estate or the tax treatment of Landlord pursuant to Section 6.

(k) Tenant, as the sublessee under the Tenth Floor Sublease, acknowledges and confirms that the provisions of Section 58(a) through 58(j) above shall apply *mutatis mutandis* with respect to the Tenth Floor Unit.

59. **Hotel Provisions.** Solely in the event that the Fallback Project includes a Hotel Project on all or any portion of the Leased Premises, the following shall apply so long as the Leased Premises or any portion thereof is operated as a Hotel under the Hotel Flag:

(a) Tenant shall be required to obtain the consent of Landlord (not to be unreasonably withheld, conditioned or delayed) prior to Tenant selecting, engaging, entering into, terminating, amending, modifying, supplementing or waiving any rights

under any agreements with any Hotel Operator or Hotel Franchisor for the Project or any other Person for the provision of any services or supplies to or for the operation of the Project as a Hotel under the Hotel Flag. It is the intent of the parties hereto that Tenant shall comply in every respect with the provisions of the Hotel Management Agreement and Hotel Franchise Agreement so as to avoid any default thereunder during the Term of this Lease. Any Hotel Management Agreement or Hotel Franchise Agreement entered into by Tenant must expire no less than one day prior to the expiration date of this Lease.

(b) Tenant shall: (i) promptly perform and observe all of the covenants required to be performed and observed by Tenant under the Hotel Management Agreement and Hotel Franchise Agreement and do all things reasonably necessary to preserve and to keep unimpaired Tenant's material rights thereunder (including, without limitation, the timely payment of any franchise or management fees due thereunder); (ii) promptly notify Landlord of any material default under the Hotel Management Agreement or Hotel Franchise Agreement of which Tenant is aware; (iii) promptly deliver to Landlord a copy of any notice of default actually received by Tenant under the Hotel Management Agreement or Hotel Franchise Agreement; and (iv) promptly enforce the performance and observance of all of the covenants required to be performed and observed by Hotel Operator and Hotel Franchisor under the Hotel Management Agreement.

(c) If at any time (i) Hotel Operator shall become insolvent or a debtor in a bankruptcy proceeding, (ii) an Event of Default has occurred and is continuing, or (iii) a default has occurred and is continuing under the Hotel Management Agreement, Tenant shall, at the request of Landlord, terminate the Hotel Management Agreement, upon thirty (30) days' prior notice to Hotel Operator and replace Hotel Operator with a manager approved in writing by Landlord (which approval shall be given or withheld in Landlord's sole but reasonable discretion).

(d) Tenant shall not, without the prior written consent of Landlord: (i) surrender, terminate or cancel the Hotel Management Agreement or otherwise replace Hotel Operator; (ii) reduce or consent to the reduction of the term of the Hotel Management Agreement; (iii) increase or consent to the increase of the amount of any charges or fees under the Hotel Management Agreement; or (iv) otherwise modify, change, supplement, alter or amend, or waive or release any of its rights and remedies under, the Hotel Management Agreement in any respect. In the event that Tenant seeks to replace the Hotel Operator at any time during the term of this Lease pursuant to this subsection, such replacement Hotel Operator shall be approved by Landlord in writing (which approval shall be given or withheld in Landlord's sole but reasonable discretion).

(e) Tenant shall promptly deliver to Landlord a copy of each quarterly or annual financial statement, business plan, final capital expenditures plan, notice and report actually received or submitted by it under any Hotel Management Agreement or Hotel Franchise Agreement.

(f) Tenant shall indemnify, defend and hold Landlord harmless against any Losses which Landlord or any Indemnified Party may incur under or in connection with Tenant's performance under (or failure to perform in accordance with) the Hotel Management Agreement or Hotel Franchise Agreement.

60. **Right Size Event**.

(a) At any time that Landlord delivers (or is deemed to have delivered) a Fallback Business Plan Notice or Tenant elects to pursue a Fallback Project and submits a Fallback Business Plan to Landlord, the receipt (or deemed receipt) of such Fallback Business Plan Notice or Fallback Business Plan, as applicable, shall entitle Landlord to the Right-Size Payment in accordance with this Section 60, which Right-Size Payment shall be due and payable upon the date (the "Right-Size Event Date") that is the earlier to occur of (x) the first assignment or Transfer of this Lease to a Qualified Transferee that is not an Affiliate of the Tenant named herein as of the Effective Date in accordance with Section 19 hereof (other than an assignment or Transfer to a Leasehold Mortgagee pursuant to a Foreclosure Event (such assignment or transfer, a "Non-Triggering Transfer") which shall not constitute an assignment or Transfer for purposes of this Section 60 provided that the first assignment or Transfer subsequent to such Non-Triggering Transfer shall constitute an assignment or Transfer for purposes of this Section 60), (y) the date that is eighteen (18) months following Completion of the Fallback Project, and (z) the last day of the fifth (5^{th}) Lease Year (such earliest occurrence, the "Right-Size Event"). Tenant shall pay the Right-Size Payment to Landlord as Additional Rent on the Right-Size Event Date.

(b) If Tenant timely pays the Right-Size Payment, then commencing with the first calendar month following the occurrence of a Right-Size Event and payment of the Right-Size Payment, the amount of Base Rent payable shall be reduced by an amount equal to the product of (x) the Right-Size Payment, *multiplied by* (y) the Right-Size Yield (such amount, the "Right-Size Reduction"); provided that, with respect to Base Rent for the Lease Year in which the Right-Size Event occurs, only the portion of Base Rent payments due for the calendar months following the month during which the Right-Size Event occurs shall be reduced by the Right-Size Reduction, as prorated for such period. Following the reduction in Base Rent pursuant to a Right-Size Reduction, solely for purposes of calculating the subsequent Rent Escalations or CPI Escalations pursuant to Section 4, Base Rent for the Lease Year in which the Right-Size Payment occurs and all preceding Lease Years shall be deemed to have been reduced by the Right-Size Reduction (without duplication). For the avoidance of doubt, any Rent Escalation or CPI Escalation described in Section 4 of this Lease shall otherwise continue to apply in the same manner as set forth in Section 4 at all times following the Right-Size Event Date (it being agreed that the Base Rent applied thereunder will be adjusted by the Right-Size Reduction). By way of illustration only, Exhibit M sets forth an example application of the Right-Size Reduction to Base Rent hereunder.

(c) In furtherance of determining the Right-Size Payment, Landlord may request an audit of Tenant's Operating Expenses, which audit shall be performed at Tenant's sole cost and expense by an independent, third-party auditor of Landlord's

choosing. If requested, the results of any such audit shall be used by Landlord in the determination of the Trailing 12-Month NOI used to calculate the Right-Size Payment.

(d) For all U.S. federal, state and local tax purposes, Landlord and Tenant shall treat the Right-Size Payment as a prepayment of rent that is treated as a loan pursuant to Section 467 of the Code. The Right-Size Payment shall be the initial principal balance of the loan. The principal amount of the loan shall be deemed to amortize through equal monthly payments, beginning with the first payment of Base Rent due after the Right-Size Payment and ending with the last payment of Base Rent due on or prior to the expiration of the Term. The amount of each such monthly principal amortization amounts shall be equal to the Right-Size Payment divided by the number of months over which it is deemed to be repaid. Interest shall accrue on the unpaid balance of the loan at a rate equal to 100% of the applicable federal rate in effect on the Right-Size Event Date, based on monthly compounding, and reflecting the term of the loan. For each month during the remaining balance of the Term, additional rent shall accrue as Additional Rent in an amount equal to the interest accruing on the loan plus the principal amortization for that month. Promptly after the Right-Size Event Date, Landlord shall furnish to Tenant a schedule setting forth the monthly amounts of principal, interest and rent, determined in accordance with the foregoing, and the parties shall report interest and rental income and expense for all U.S. federal, state and local tax purposes in a manner that is consistent with that schedule.

61. **Joint and Several.** The parties acknowledge and agree that (i) Tenant is comprised of multiple Tenant Entities; (ii) the liability of Tenant under this Lease shall be joint and several as to each Tenant Entity; (iii) the covenants, obligations and representations of Tenant under this Lease shall apply to each Tenant Entity; (iv) if consent or approval to a matter is given by any Tenant Entity, then such matter shall be deemed to be consented to or approved of by Tenant and all Tenant Entities and, accordingly, the consent or approval of each other Tenant Entity need not be obtained; and (v) the breach or default by any Tenant Entity under this Lease shall be deemed to be a breach of default by Tenant and all Tenant Entities under this Lease and, accordingly, Landlord may pursue remedies against any Tenant Entity for the breach or default by Tenant or any Tenant Entity of this Lease regardless of whether such breach or default at issue was committed by any specific Tenant Entity and, in furtherance of the foregoing, each Tenant Entity hereby expressly waives the right to raise as a defense to any action pursued by Landlord in connection with the foregoing that the underlying breach or default was committed by any other Tenant Entity. The provisions of this Section 61 shall survive the Closing or earlier termination of this Lease.

[Signature Page follows]

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed under seal as of the day and year first above written.

LANDLORD:

356W58 GROUND LESSOR LLC,
a Delaware limited liability company

By: _____
Name: LUKE PAN
Title: Authorized Signatory

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed under seal as of the day and year first above written.

TENANT:

HUDSON 1701/1706, LLC,
a Delaware limited liability company

By: _____
Name: Alberto Smeke Saba
Title: Authorized Signatory

By: _____
Name: Salomon Smeke Saba
Title: Authorized Signatory

HUDSON 1702, LLC,
a Delaware limited liability company

By: _____
Name: Alberto Smeke Saba
Title: Authorized Signatory

By: _____
Name: Salomon Smeke Saba
Title: Authorized Signatory

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

(See Attached)

Lots 1701 and 1702

THE CONDOMINIUM UNITS (hereinafter referred to as the "Units") in the building (hereinafter referred to as the "Building") known as **353 West 57th Street Condominium** and by the street number **353-361 West 57th Street a/k/a 358-366 West 58th Street**, County of New York, State of New York, said Units being designated and described as **Units Nos. 1 and 2** in a Declaration **dated 4/11/1985** made by **Irving Schatz**, pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a Plan for condominium ownership of the Building and the Land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which Declaration was recorded in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 in Reel 902 Page 1** as amended by **First Amendment to Declaration** dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, as amended by **Amended and Restated Declaration** made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2159 (which Declaration and Amendments thereto are hereinafter collectively referred to as the "Declaration"). These Units are also designated as **Tax Lots 1701 and 1702 in Block 1048** of the County of New York on the Tax Map of the Real Property Assessment Department and on the Floor Plans of the Building, certified by **Butler Rogers Baskett Architects**, and filed with the Real Property Assessment Department **as Condominium Plan No. 208** and also filed in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 as Condominium Map No. 4326** and recorded 4/24/1985 as Reel 8500 Page 4326, as amended by **Amended Condominium Plan No. 208-A** filed 5/11/1993 as **Amended Condominium Map No. 5192** and recorded 5/11/1993 as Reel 9300 Page 5192.

TOGETHER with an undivided **44.05105 %** interest (as to Unit 1, Lot 1701) and **46.94011 %** interest (as to Unit 2, Lot 1702) in the Common Elements (as such term is defined in the Declaration).

The Land on which the Building and Units are located is situated in the County of New York and State of New York and is more fully described in the Declaration.

EXHIBIT A

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of West 57th Street, distant 20 feet easterly from the corner formed by the intersection of the easterly side of Ninth Avenue with the northerly side of West 57th Street;

RUNNING THENCE easterly along the said northerly side of West 57th Street, 155 feet;

THENCE northerly parallel with Ninth Avenue, 200 feet 10 inches to the southerly side of West 58th Street;

THENCE westerly along the said southerly side of West 58th Street, 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of West 58th Street with the easterly side of Ninth Avenue;

THENCE southerly parallel with Ninth Avenue and part of the distance through a party wall, 100 feet 10 inches;

THENCE westerly parallel, more or less, with West 58th Street, 20 feet;

THENCE southerly and part of the way through a party wall, 100 feet to the northerly side of West 57th Street, the point or place of BEGINNING.

For Information Only: Said premises are known as 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 356 West 58th Street, Units 1 and 2, New York, NY and designated as Block 1048 Lots 1701 and 1702 as shown on the Tax Map of the City of New York, County of New York

EXHIBIT B

Form of Owner's Recognition and Non-Disturbance Agreement

(See Attached)

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made and entered into as of the ____ day of _____, 202[__], among _____, a _____ (together with its successors and/or assigns, "**Ground Landlord**"), [_____], a [_____] ("**Sublandlord**"), and [_____], a [_____] ("**Subtenant**").

WITNESSETH:

A. Ground Landlord is the owner of the land located in [_____] legally described on Exhibit A attached hereto and made a part hereof. Ground Landlord has leased all or a portion of such real property (the "**Real Property**") to Sublandlord together with all improvements upon such Real Property (such improvements the "**Improvements**") pursuant to the terms of that certain Ground Lease dated as of May 4, 2022 (as may be amended, amended and restated, modified, supplemented or split, from time to time the "**Ground Lease**").

B. Sublandlord and Subtenant have entered into a [sublease] dated [_____ ___, 2___] (as amended, restated, supplemented or otherwise modified from time to time, the "**Sublease**"), demising a portion of a building located on the Real Property to Subtenant as further described in the Sublease (the "**Leased Premises**").

C. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Ground Lease.

D. Ground Landlord, Sublandlord and Subtenant desire to evidence their understanding with respect to the Ground Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and certify as follows:

1. Non-Disturbance and Attornment. Provided the Sublease is then in full force and effect, if the Ground Lease is terminated for any reason other than pursuant to a Condemnation constituting a Total Loss or during the last two (2) years of the Term, in each case as expressly set forth in the Ground Lease, Ground Landlord shall not terminate the Sublease and none of Subtenant's rights thereunder shall be affected, diminished or modified in any manner, including, without limitation, Subtenant's use and occupancy of the Leased Premises, and Ground Landlord will not join Subtenant in any action or proceeding for the purpose of terminating the Ground Lease or for the purpose of recovering possession of the Leased Premises from Sublandlord. In the event that the Ground Lease is terminated for any reason other than pursuant to a Condemnation constituting a Total Loss or during the last two (2) years of the Term, in each case as expressly set forth in the Ground Lease, Subtenant covenants and agrees to attorn to Ground Landlord as its landlord, and Ground Landlord shall recognize Subtenant as its tenant, and the Sublease shall continue unmodified and in full force and effect as a direct lease between Subtenant and Ground Landlord, upon all the terms, covenants, conditions and agreements set forth in the Sublease, and

Ground Landlord shall be bound by all of the obligations of Sublandlord under the Sublease; provided, however, that in no event shall Ground Landlord be

(1) liable for any act or omission of any prior Sublandlord under the Sublease (including, without limitation, the then Sublandlord under the Sublease);

(2) subject to any offsets, claims or defenses which the Subtenant may have against any prior Sublandlord (including, without limitation, the then Sublandlord under the Sublease);

(3) bound by any payment of rent which the Subtenant might have made for more than one month in advance to any prior Sublandlord under the Sublease (including, without limitation, the then Sublandlord under the Sublease);

(4) bound by any covenant to undertake or complete any construction;

(5) bound by any covenant or obligation to repair, restore or rebuild after a Casualty or Condemnation;

(6) bound by any obligation to make any payment to the Subtenant; or

(7) bound by any obligation to assign, transfer or sell the Leasehold Estate or the Improvements to the Subtenant.

Ground Landlord and Subtenant agree that if a Leasehold Mortgagee obtains a New Lease pursuant to the Ground Lease or any other agreement between Ground Landlord and the Leasehold Mortgagee whereby such Leasehold Mortgagee shall succeed to the interest of Sublandlord under the Ground Lease, none of Subtenant's rights hereunder shall be affected or diminished in any way, and this Agreement shall remain in effect in accordance with its terms.

2. Ground Landlord Confirmation. Ground Landlord confirms to Subtenant as follows (as of the date hereof):

(a) The Ground Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way[, except as follows: _____].[1]

(b) To Ground Landlord's knowledge, there are no defaults by Ground Landlord or Sublandlord under the Ground Lease which permit Ground Landlord to terminate the Ground Lease or Subtenant's right of possession under the Ground Lease that remain uncured.

(c) Ground Landlord's consent to the Sublease is not required under the Ground Lease, or, if such consent is required, Ground Landlord has given such consent.

[1] Identify amendments and modifications.

(d) Ground Landlord shall look solely to Sublandlord, its successors and assigns, with respect to the exercise of Ground Landlord's claims arising out of noncompliance by the Sublandlord with its obligations under the Ground Lease.

(e) Ground Landlord and all persons executing this Agreement on behalf of Ground Landlord are authorized to do so and such execution hereof is the binding act of Ground Landlord and enforceable against Ground Landlord.

3. Self-Operative. The provisions hereunder shall be self-operative and effective without the execution of any further instruments on the part of any of the parties hereto.

4. Counterparts. This Agreement may be executed in one or more counterparts, or by the parties executing separate counterpart signature pages, including facsimiles transmitted by telecopier or counterparts being sent by email or other electronic medium (including, without limitation, DocuSign and AdobeSign), all of which shall be deemed to be original counterparts of this Agreement and all of which taken together shall constitute one and the same agreement.

5. Amendments; Successors and Assigns. This Agreement may not be modified other than by an agreement in writing, signed and delivered by the parties hereto or by their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

6. Notices. All Notices required or permitted to be given, rendered or made by either party to the other pursuant to this Agreement or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Agreement) and shall be deemed to have been properly given, rendered or made, when received by personal delivery or overnight delivery or overnight courier delivery (or, if such delivery is refused, upon the date that delivery would have occurred but for such refusal) addressed to the other parties as follows:

To Ground Landlord: c/o MSP Capital Investments, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Ave., Suite 350
Dallas, Texas 75219
Attention: Max Lamont

With a copy to: Duval & Stachenfeld LLP
555 Madison Avenue, 6th Floor
New York, New York 10022
Attention: Danielle Ash, Esq. and File Manager
File No. 4308.0014

With a copy to: [_____]
[_____]
[_____]
Attention: [_____]

To Sublandlord: [_____]
[_____]
[_____]
Attention: [_____]

With a copy to: [_____]
[_____]
[_____]
Attention: [_____]

To Subtenant: [_____]
[_____]
[_____]
Attention: [_____]

With a copy to: [_____]
[_____]
[_____]
Attention: [_____]

Any party listed in this paragraph 6 may, by Notice as aforesaid, designate a different address for addresses for Notice intended for it.

No Notice shall be effective unless and until a copy of such Notice has been delivered to the intended recipient's Fee Mortgagee or Leasehold Mortgagee, as applicable, of which the sender shall have received Notice. Any party may change its address or the name and address of its attorneys by giving Notice in compliance with this Agreement. Notice given on behalf of a party by any attorney who represents such party shall constitute Notice by such party.

7. Governing Law. This Agreement shall be governed by the laws of the State of New York (without regard to conflicts of law principles). If any of the terms of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of any such terms to any person or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Parties Bound. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and all covenants, conditions and agreements herein contained shall be construed as running with the land.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

"GROUND LANDLORD"

_____,
a _____

By: _____
Name: _____
Title: _____

"SUBLANDLORD"

_____,
a _____

By: _____
Name _____
Title: _____

"SUBTENANT"

_____,
a _____

By: _____
Name _____
Title: _____

EXHIBIT A

(Description of Property)

Lots 1701 and 1702

THE CONDOMINIUM UNITS (hereinafter referred to as the "Units") in the building (hereinafter referred to as the "Building") known as **353 West 57th Street Condominium** and by the street number **353-361 West 57th Street a/k/a 358-366 West 58th Street**, County of New York, State of New York, said Units being designated and described as **Units Nos. 1 and 2** in a Declaration **dated 4/11/1985** made by **Irving Schatz**, pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a Plan for condominium ownership of the Building and the Land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which Declaration was recorded in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 in Reel 902 Page 1** as amended by **First Amendment to Declaration** dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, as amended by **Amended and Restated Declaration** made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2159 (which Declaration and Amendments thereto are hereinafter collectively referred to as the "Declaration"). These Units are also designated as **Tax Lots 1701 and 1702 in Block 1048** of the County of New York on the Tax Map of the Real Property Assessment Department and on the Floor Plans of the Building, certified by **Butler Rogers Baskett Architects**, and filed with the Real Property Assessment Department **as Condominium Plan No. 208** and also filed in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 as Condominium Map No. 4326** and recorded 4/24/1985 as Reel 8500 Page 4326, as amended by **Amended Condominium Plan No. 208-A** filed 5/11/1993 as **Amended Condominium Map No. 5192** and recorded 5/11/1993 as Reel 9300 Page 5192.

TOGETHER with an undivided **44.05105 %** interest (as to Unit 1, Lot 1701) and **46.94011 %** interest (as to Unit 2, Lot 1702) in the Common Elements (as such term is defined in the Declaration).

Land on which the Building and Units are located is situated in the County of New York and State of New York and is more fully described in the Declaration.

EXHIBIT A

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of West 57th Street, distant 20 feet easterly from the corner formed by the intersection of the easterly side of Ninth Avenue with the northerly side of West 57th Street;

RUNNING THENCE easterly along the said northerly side of West 57th Street, 155 feet;

THENCE northerly parallel with Ninth Avenue, 200 feet 10 inches to the southerly side of West 58th Street;

THENCE westerly along the said southerly side of West 58th Street, 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of West 58th Street with the easterly side of Ninth Avenue;

THENCE southerly parallel with Ninth Avenue and part of the distance through a party wall, 100 feet 10 inches;

THENCE westerly parallel, more or less, with West 58th Street, 20 feet;

THENCE southerly and part of the way through a party wall, 100 feet to the northerly side of West 57th Street, the point or place of BEGINNING.

For Information Only: Said premises are known as 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 356 West 58th Street, Units 1 and 2, New York, NY and designated as Block 1048 Lots 1701 and 1702 as shown on the Tax Map of the City of New York, County of New York.

Lot 1706

The premises demised by that certain Lease dated as of 2/11/1999 made by and between Irving Schatz, as landlord and Ian Schrager Hotels LLC, as tenant; as modified by an Amended and Restated Memorandum of Lease made between Ian Schrager Hotels LLC and Irving Schatz dated as of 2/12/1999 and recorded 3/23/1999 in Reel 2841 Page 1872; as assigned by an Assignment and Assumption of Lease made by and between Ian Schrager Hotels LLC (f/k/a West 57th LLC) to Henry Hudson Holdings LLC dated as of 2/12/1999 and recorded 3/23/1999 in Reel 2841 Page 1882; as modified by an Unrecorded Amendment to Lease made by and between Irving Schatz, as landlord, and Henry Hudson Holdings LLC, as tenant, dated as of 8/17/2004, as evidenced by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344630; to wit:

THE CONDOMINIUM UNIT (hereinafter referred to as the "Unit") in the building (hereinafter referred to as the "Building") known as **353 West 57th Street Condominium** and by the street number **353-361 West 57th Street a/k/a 358-366 West 58th Street**, County of New York, State of New York, said Unit being designated and described as **Unit No. 6** in a Declaration **dated 4/11/1985** made by **Irving Schatz**, pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a Plan for condominium ownership of the Building and the Land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which Declaration was recorded in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 in Reel 902 Page 1** as amended by **First Amendment to Declaration** dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, as amended by **Amended and Restated Declaration** made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2159 (which Declaration and Amendments thereto are hereinafter collectively referred to as the "Declaration"). This Unit is also designated as **Tax Lot 1706 in Block 1048** of the County of New York on the Tax Map of the Real Property Assessment Department and on the Floor Plans of the Building, certified by **Butler Rogers Baskett Architects**, and filed with the Real Property Assessment Department **as Condominium Plan No. 208** and also filed in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 as Condominium Map No. 4326** and recorded 4/24/1985 as Reel 8500 Page 4326, as amended by **Amended Condominium Plan No. 208-A** filed 5/11/1993 as **Amended Condominium Map No. 5192** and recorded 5/11/1993 as Reel 9300 Page 5192.

TOGETHER with an undivided **3.89067 %** interest in the Common Elements (as such term is defined in the Declaration).

The Land on which the Building and Unit are located is situated in the County of New York and State of New York and is more fully described in the Declaration

EXHIBIT C

Work Letter

This Work Letter ("Work Letter") describes and specifies the respective rights and obligations of Landlord and Tenant with respect to the Construction Project.

1. **Definitions**. Capitalized terms that are defined in the Lease shall have the same meanings in this Work Letter. Additionally, as used in this Work Letter, the following terms (when delineated with initial capital letters) shall have the respective meaning indicated for each as follows:

"**Architect's Contract**" means the agreement dated April 11, 2022, between Tenant and the Tenant's Architect with respect to the design of the Improvements.

"**Completion**", "**Complete**" or "**Completion of the Project**" means, with respect to the Multifamily Project or the Fallback Project, as applicable, shall be deemed to have occurred upon the occurrence of all of the following events:

(a) completion of construction of the Improvements constituting the applicable Project, including all Punchlist Items, in accordance with the Project Plans and Specifications, all Permits, Legal Requirements and Insurance Requirements, the Construction Loan Documents and the terms and conditions of this Lease;

(b) to the extent not previously delivered, Landlord's receipt of a written statement or certificate executed by a licensed contractor approved by Landlord (or the Construction Manager) certifying, without qualification or exception, that the construction of Improvements is substantially complete;

(c) Landlord's receipt of a permanent certificate of occupancy for the Improvements, issued by DOB, which permanent certificate of occupancy shall permit occupancy of the Improvements for their intended use (provided, however, if Tenant has obtained a temporary certificate of occupancy for the Improvements, which permits occupancy of the Improvements for their intended use and evidence reasonably satisfactory to Landlord that obtaining a permanent certificate of occupancy is not reasonably practicable or necessary to operate the Project in accordance with Legal Requirements);

(d) the expiration of any statutory periods within which valid mechanic's liens, materialman's liens and/or stop notices may be recorded and/or served by reason of the Improvements, or, alternatively, Landlord's receipt of valid, unconditional releases thereof from all Persons entitled to record said liens or serve said stop notices;

(e) Landlord's receipt, at Tenant's sole cost and expense, a set of working drawings and a final "as-built" working drawings and an improvements survey showing the location of the Improvements on the Leased Premises for the completed Project and such other information as Landlord shall reasonably require, certified to Landlord and Landlord's title company; and

(f) Landlord's receipt of evidence that Tenant has procured and placed all insurance Policies required under Section 15 of the Lease.

"**Construction Consultant**" means a consulting architect, inspector, and/or engineer designated by Landlord, the fees of which shall be paid by Tenant.

"**Construction Manager**" means Elysium Construction Inc. or such replacement Construction Manager selected by Tenant and reasonably approved by Landlord and Construction Lender, if any, to perform the Work.

"**Construction Manager Agreement**" means (i) as of the Effective Date, a Construction Manager Agreement on substantially the same terms as set forth in the Letter of Intent to Award Construction Management Agreement, executed and delivered on May 3, 2022 by Tenant and Construction Manager with respect to the Multifamily Project attached hereto as Schedule 4 and otherwise in a form reasonably acceptable to Landlord and (ii) following approval by Landlord of the Fallback Business Plan in accordance with the Lease, a revised or replacement Construction Manager Agreement with Construction Manager with respect to the Fallback Project in a form reasonably acceptable to Landlord.

"**Construction Schedule**" means, (i) as of the Effective Date, the schedule attached hereto as Schedule 2 establishing a timetable for Completion of the Multifamily Project, showing, on a monthly basis, the anticipated progress of the construction and that Substantial Completion of the Multifamily Project will be achieved not later than the Required Substantial Completion Date applicable to the Multifamily Project and (ii) following approval by Landlord of the Fallback Business Plan in accordance with the Lease, any revised construction schedule establishing a timetable for Completion of the Fallback Project, approved by Landlord in connection with Landlord's approval of the Fallback Business Plan, showing, on a monthly basis, the anticipated progress of the construction and that Substantial Completion of the Fallback Project will be achieved not later than the Required Substantial Completion Date applicable to the Fallback Project, in each case, as modified from time to time in accordance with this Lease. For the avoidance of doubt, Tenant shall not amend the Construction Schedule without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

"**Contracts**" means all contracts and subcontracts entered into for the provision of goods and services in connection with the design, construction, maintenance, management and operation of the Improvements, including the Architect's Contract and the Construction Manager Agreement.

"**Costs of the Improvement**" shall have the meaning ascribed thereto in Section 2 of the New York Lien Law.

"**Direct Construction Costs**" means all "direct costs" such as the cost of all labor, materials, equipment and fixtures, to the extent same constitute Costs of Improvement, as itemized in the Project Budget.

"**Draw Request**" means a properly completed and executed written application by Tenant to Construction Lender in the form attached to the Construction Loan Documents setting forth the requested advance of the Construction Loan to be paid by Construction Lender.

"**GMP**" means, (i) as of the Effective Date, a guaranteed maximum price contract with respect to the Total Project Costs for the Multifamily Project, reasonably acceptable to Landlord or (ii) following approval by Landlord of the Fallback Business Plan in accordance with the Lease, any revised guaranteed maximum price contract with respect to the Total Project Costs for the Fallback Project, reasonably acceptable to Landlord.

"**Other Costs of the Improvement**" means all "indirect costs" such as architect's, engineer's and attorney's fees, interest, real estate taxes, survey costs and insurance premiums, to the extent same constitute Costs of Improvement, as itemized in the Project Budget.

"**Project Budget**" means, (i) as of the Effective Date, the budget for the Work required to Complete the Multifamily Project attached hereto as Schedule 1 specifying all sources and uses, costs and expenses of every kind and nature whatever to be incurred by Tenant in designing, constructing and developing the Multifamily Project in accordance with the Project Plans and Specifications, as the same may be amended from time to time with the prior written consent of Landlord (not to be unreasonably withheld, conditioned or delayed) and (ii) following approval by Landlord of the Fallback Business Plan in accordance with the Lease, the budget for the Work required to Complete the Fallback Project approved by Landlord in connection with the approval of the Fallback Business Plan in accordance with the Lease, specifying all sources and uses, costs and expenses of every kind and nature whatever to be incurred by Tenant in designing, constructing and developing the Fallback Project in accordance with the Project Plans and Specifications, as the same may be amended from time to time with the prior written consent of Landlord (not to be unreasonably withheld, conditioned or delayed).

"**Project Plans and Specifications**" means, (i) as of the Effective Date, the plans and specifications identified on Schedule 3 attached hereto with respect to the Multifamily Project, as amended from time to time in accordance with this Lease and (ii) following approval by Landlord of the Fallback Business Plan in accordance with the Lease, such amended plans and specifications approved by Landlord in connection with the approval of the Fallback Business Plan in accordance with the Lease, as amended from time to time in accordance with the Lease. For the avoidance of doubt, Tenant shall not amend the Project Plans and Specifications without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

"**Punchlist Items**" means, collectively, minor or insubstantial details of construction, decoration, mechanical adjustment or installation, the non-completion of which does not prevent the use and occupancy of the Project for its intended purpose or the issuance of a temporary certificate of occupancy from DOB.

"**Required Substantial Completion Date**" means, (i) with respect to the Multifamily Project, May 4, 2024 or (ii) following approval by Landlord of the Fallback Business Plan in accordance with the Lease, with respect to the Fallback Project, May 4, 2025.

"**Substantial Completion**" means, with respect to the Multifamily Project or the Fallback Project, as applicable, shall be deemed to have occurred upon the occurrence of all of the following events:

(a) completion of construction of the Improvements constituting the applicable Project, excluding all Punchlist Items, in accordance with the Project Plans and Specifications, all Permits, Legal Requirements and Insurance Requirements, the Construction Loan Documents and the terms and conditions of this Lease;

(b) Landlord's receipt of a written statement or certificate executed by a licensed contractor approved by Landlord (or the Construction Manager) certifying, without qualification or exception, that the construction of Improvements is substantially complete;

(c) Landlord's receipt of a temporary certificate of occupancy for the Improvements, issued by DOB, which temporary certificate of occupancy shall permit occupancy of the Improvements for their intended use and shall permit leasing and occupancy by the intended subtenants thereof; and

(d) Landlord has received a certification from the Construction Consultant that (together with copies of) all lien releases from all contractors and other persons entitled to record a valid lien or serve a valid stop notice on the Improvements have been received, which lien releases may be conditioned solely on the final disbursement of Construction Loan proceeds to pay any remaining amounts due to such contractors.

"**Tenant's Architect**" means Tang Studio Architect, LLC.

"**Total Project Costs**" means all Direct Construction Costs, Other Costs of Improvement and all other costs necessary to Complete the Project in accordance with the Project Plans and Specifications and otherwise in accordance with this Lease and the Construction Loan Documents. As of the Effective Date, the estimated Total Project Costs based on the Project Budget are $412,148,097.00.

"**Work**" means all materials and labor required in order to construct and Complete the Project in accordance with the Project Plans and Specifications, all Permits and Legal Requirements, the Construction Loan Documents and the terms and conditions of this Lease.

2. Project Plans and Specifications.

(a) Landlord will review any proposed revisions to the Plans and Specifications. Except in connection with the initial approval of the updated Plans and Specifications pursuant to the Fallback Business Plan in accordance with Section 48(c) (the initial approval of which shall be governed by Section 48(c) and Article 13 of the Lease), within ten (10) Business Days after receipt of any revisions to the Project Plans and Specifications, Landlord shall (i) return one (1) copy of such revised Project Plans and Specifications to Tenant with Landlord's suggested modifications and/or written approval (which shall not be unreasonably withheld, conditioned or delayed) or (ii) otherwise provide Tenant with Landlord's suggested modifications and/or approval. If such revised Project Plans and Specifications are returned to Tenant with comments, but not bearing approval of Landlord, or Landlord otherwise provides Tenant's with its suggested modifications, such revised Project Plans and Specifications shall be immediately revised by Tenant and resubmitted to Landlord for approval within twenty (20) Business Days of

their receipt by Tenant; provided, however, if Tenant so chooses and notifies Landlord of such choice, Tenant may revoke its request to modify the Project Plans and Specifications and continue to pursue Completion of the Project without giving effect to the requested modification. Unless (i) Landlord returns such revised Project Plans and Specifications or (ii) otherwise provides Tenant with Landlord's suggested modifications, in either case within ten (10) Business Days, Tenant shall have the right to give Landlord a second request (which second request shall state at the top thereof, in bold and capitalized letters, "LANDLORD'S FAILURE TO RESPOND TO THIS REQUEST MAY RESULT IN A DEEMED APPROVAL") and if Landlord fails to return such revised Project Plans and Specification or otherwise provide Tenant with Landlord's suggested modifications without five (5) Business Days of such second notice, Landlord shall be deemed to have approved such revisions to the Plans and Specifications.

(b) Upon Completion of the Project, Tenant shall deliver to Landlord two (2) copies of an "as-built" set of Project Plans and Specifications for the Leased Premises, together with such other information in an electronic media as required by Landlord to place the information from the "as-built" Project Plans and Specifications in Landlord's database.

3. Project Budget. Tenant represents and warrants that, as of the Effective Date, the amounts set forth in the Project Budget present a full and complete itemization by category of all costs, expenses and fees which Tenant reasonably expects to pay or reasonably anticipates becoming obligated to pay to Complete and operate the Multifamily Project through Substantial Completion of the Multifamily Project. Tenant is unaware of any other material costs, expenses or fees which are not covered by the Project Budget. The Project Budget shall specify all Total Project Costs of every kind and nature whatsoever to be incurred. The initial Project Budget, which has been agreed to by Tenant and Landlord, is attached to this Work Letter as Schedule 1 and made a part hereof. All changes to the Project Budget shall in all respects be subject to the prior written approval of Landlord (not to be unreasonably withheld, conditioned or delayed). With the prior written approval of Landlord, which approval may be granted or withheld in Landlord's reasonable discretion (and subject to the terms of the Construction Loan Documents), any cost savings, actual or estimated, affecting any approved Project Budget category, and any contingency line item, may be reallocated by Tenant to any other approved Total Project Costs.

4. Construction Schedule. Tenant agrees that the Construction Schedule that Tenant submitted to Landlord prior to the Effective Date is a reasonable estimate of the current projected timing for the construction and Completion of the Project. The Construction Schedule pertaining to the Completion of the Multifamily Project that Tenant submitted to Landlord prior to the Effective Date was approved by Landlord in writing.

5. Tenant's Equity Contribution. As of the Effective Date, Tenant has caused the Tenant's Equity Contribution to be paid for Total Project Costs in accordance with the Project Budget, the Construction Schedule, this Lease and the Construction Loan Documents. Tenant acknowledges that all of such Tenant's Equity Contributions must be so applied in accordance with the Project Budget prior to submitting any Draw Request for any advance of the Construction Loan in accordance with the Construction Loan Documents.

6. Construction Monitoring; Construction Covenants.

(a) Within thirty (30) days of the Effective Date, Tenant shall enter into a Construction Manager Agreement (including a GMP) and an Assignment of Construction Manager Consent reasonably approved by Landlord with Construction Manager with respect to the Multifamily Project. Following approval by Landlord of the Fallback Business Plan in accordance with the Lease, Tenant shall no later than thirty (30) days following such approval, enter into a Construction Manager Agreement (including a GMP) and an Assignment of Construction Manager Consent reasonably approved by Landlord with Construction Manager with respect to the Fallback Project, reflecting the Project Plans and Specifications approved by Landlord with respect to the Fallback Project.

(b) Tenant shall commence construction-related activities of the Project promptly following the Effective Date in accordance with Section 48(a), and prosecute such construction with diligence and continuity in accordance with the Construction Schedule and the Project Plans and Specifications in a good and workmanlike manner. The Improvements shall be Substantially Completed not later than the Required Substantial Completion Date, subject to delays caused by Force Majeure up to the Force Majeure Cap.

(c) If at any time, Landlord or Construction Lender determines that Construction of the Project has fallen more than sixty (60) days behind the Construction Schedule (subject to reasonably delays due to Force Majeure, but in no event more than ninety (90) days beyond the Construction Schedule) and such construction has not been rescheduled in a manner acceptable to Landlord and Construction Lender within ten (10) days after Landlord's or Construction Lender's determination, at Landlord's option, such failure shall constitute an Event of Default.

(d) Tenant shall comply, in all material respects, with and use its commercially reasonable efforts to enforce all Contracts and shall not agree to any material alterations or amendments of any Contract (other than changes to account for modifications to the Project Plans and Specifications and/or the Project Budget that have been made in accordance with the terms of this Lease and the Construction Loan Documents, non-material, administrative amendments and modifications and corrections of scrivener's errors, and such other alterations and amendments consented to by Landlord (such consent not to be unreasonably withheld, conditioned or delayed), to the end that all Contractors promptly and diligently perform all of the obligations on their part to be performed under their respective Contracts.

7. Trust Funds. Tenant will receive the advances by Construction Lender of the Construction Loan to be made hereunder and will hold the same as a trust fund for the purpose of paying the costs of the Construction Project in accordance with the Project Budget and Tenant agrees not to expend any of the advances by Construction Lender of the Construction Loan for any purpose except in connection with the uses and purposes provided for in this Lease and the Construction Loan Documents, without the prior written consent of Landlord. For the avoidance of doubt, in no event shall any advances of the Construction Loan be used by Tenant or any Tenant Party in connection with its renovation, maintenance or operation of the Store Unit.

8. Liability of Landlord. Landlord shall in no event be responsible or liable to any Person and neither the Construction Manager, nor any subcontractor, laborer or material supplier shall have any right or claim against Landlord under this Lease or the administration thereof.

9. Construction Loan; Draw Requests. Tenant shall cause the Construction Loan proceeds to be applied to Total Project Costs in accordance with the Project Budget, the Construction Schedule, this Lease and the Construction Loan Documents and shall timely satisfy all conditions required for such advances of the Construction Loan as and when required pursuant to the Construction Loan Documents or as necessary to cause Substantial Completion not later than the Required Substantial Completion Date (subject to the terms of this Work Letter). At all times while the Construction Loan is outstanding, Tenant shall, not less frequently than once per calendar month, provide, to the extent not previously provided to Landlord, to Landlord, a true and complete copy of the Draw Requests (and all supporting materials required pursuant to the Construction Loan Documents) provided to Construction Lender to obtain the proceeds of the Construction Loan.

10. Performance of the Work. Tenant shall, at its sole cost, construct, install and Complete the Project pursuant to the following requirements:

(a) Tenant shall commence, and shall thereafter prosecute diligently to Completion, the Project and cause the Project to be Substantially Completed not later than the Required Substantial Completion Date, subject to delays caused by Force Majeure up to the Force Majeure Cap. As of the Effective Date, Tenant shall only be permitted to commence and pursue Completion of the Multifamily Project in accordance with the Project Plans and Specifications approved by Landlord as of the Effective Date. If Landlord approves the Fallback Business Plan in accordance with Section 48(c) of the Lease, Tenant shall be permitted to pursue Completion of the Fallback Project in accordance with the Project Plans and Specifications approved by Landlord in connection with the Fallback Business Plan.

(b) Tenant shall cause the Project to be performed in a good and workmanlike manner, in compliance, in all material respects, with all applicable Legal Requirements and in substantial conformity with the applicable Project Plans and Specifications.

(c) Tenant shall promptly after request from time to time from Landlord, meet with Landlord and Landlord's Construction Consultant to discuss progress of the Project. Notwithstanding anything to the contrary in this Lease or any of its exhibits or schedules, Landlord shall have no responsibility or liability with respect to the construction, design, development or Completion of the Construction Project, including, without limitation, satisfaction of the CONH Requirement, compliance with the Union MOA, compliance with the Condominium Documents or any other Legal Requirements.

(d) All materials used in the construction, installation and completion of the Work shall be at least equal to the Applicable Standard.

(e) Tenant agrees that no off-site improvements are needed as part of the construction of the Construction Project.

11. Changes Orders and Other Construction Matters. Other than change orders permitted under the terms of the Construction Loan Documents, Tenant shall (a) not execute or consent to any change orders without the consent of the Landlord (not to be unreasonably withheld, conditioned or delayed) and, if such consent is obtained or Tenant executes or consents to any change orders, Tenant shall provide Landlord, upon request from Landlord, a true and complete copy of all of such change orders (to the extent not previously provided to Landlord), (b) not, in any material respect, amend or modify the agreements with the Construction Manager or Tenant's Architect without the consent of the Landlord, (c) promptly after request from Landlord, deliver to Landlord, a true and complete copy of each subcontract for the Construction Project (to the extent not previously provided to Landlord) or (d) not amend or modify, in any material respect, the Project Budget or the Construction Schedule without Landlord's prior written consent, not to be unreasonably withheld, conditioned or delayed.

12. Landlord's Right to Complete Construction. If the Commencement Date has not occurred in accordance with Section 48(a) of the Lease, a delay or discontinuance occurs in the construction for the Construction Project for a period of thirty (30) consecutive days after Notice from Landlord concerning such delay or discontinuance (other than a delay or discontinuance caused by Force Majeure), or if Substantial Completion has not been achieved on or before the Required Substantial Completion Date (unless the delay is due solely to Force Majeure, subject to the Force Majeure Cap), without limitation of any other rights and remedies of Landlord, then, subject to the rights of Leasehold Mortgagees, exercise its rights under this Section 12. Landlord shall have the right to enter upon and take possession of the Leased Premises and all material, equipment and supplies thereon and do anything necessary or desirable to cause Completion of the Construction Project and to fulfill the obligations of Tenant hereunder and to manage, maintain, repair and protect the Leased Premises. Without limiting the generality of the foregoing and for the purposes aforesaid, Tenant hereby appoints and constitutes Landlord its lawful attorney-in-fact with full power of substitution to (i) use any funds of Tenant, including any funds that might not have been paid for the purpose of Completion of the Construction Project, (ii) make such changes to the Project Plans and Specifications as Landlord may deem desirable to cause Completion, (iii) execute all applications and certificates in the name of Tenant which may be required to carry out the intent and purpose hereof and (iv) employ such contractors, subcontractors, architects and others as Landlord may reasonably deem appropriate.

13. Representations and Warranties Pertaining to the Construction Project. Tenant hereby makes the following representations and warranties to Landlord, as of the Effective Date:

(a) (i) Tenant either (x) has obtained all Permits necessary for the Construction of the Project or (y) will be able to obtain all such Permits so necessary at the times needed to permit timely Completion of the Project; and (ii) other than satisfaction of the CONH Requirement, no authorization or approval or other action by, and no notice to or filing with any Governmental Authority is required for the due execution, delivery and performance by Tenant of this Lease or the Construction Loan Documents to which it is a party;

(b) The Leased Premises complies in all material respects with all Legal Requirements now affecting the Leased Premises. Tenant has not received any written notification or threat of any actions or proceedings regarding the noncompliance or

nonconformity of the Leased Premises with Legal Requirements or Permits, nor is Tenant otherwise aware of any such pending actions or proceedings;

(c) Tenant has, and at all times shall have obtained, all Permits necessary to construct, occupy, operate and market the Leased Premises and Improvements as and to the extent then required and shall maintain compliance with all Legal Requirements applicable to the Leased Premises and Improvements necessary for the transaction of its business. The Leased Premises is a separate legal parcel lawfully created in full compliance with all subdivision laws and ordinances, and is properly zoned for the Project. The contemplated Project may be constructed as of right; and

(d) The Project Budget sets forth Tenant's good faith estimates of the amounts necessary to pay all costs to be incurred in connection with the construction of the Improvements and the Completion of the Project as contemplated by this Lease. The Construction Schedule sets forth Tenant's good faith estimate of the time in which the Project can reasonably be completed by the Construction Manager and other contractors working ordinary schedules with due consideration to prevailing conditions.

14. Whole Agreement; No Oral Modification. This Work Letter, together with the Lease, embodies all representations, warranties and agreements of Landlord and Tenant with respect to the matter described herein, and this Work Letter may not be altered or modified except by an agreement in writing signed by the parties.

15. Paragraph Headings. The paragraph headings contained in this Work Letter are for convenient reference only and shall not in any way affect the meaning or interpretation of such paragraphs.

16. Notices. All Notices required or contemplated hereunder shall be given to the parties in the manner specified for giving Notices under the Lease.

17. Binding Effect. This Work Letter shall be construed under the laws of the State where the Leased Premises is located and shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

18. Conflict. In the event of conflict between this Work Letter and any other exhibits or addenda to the Lease, this Work Letter shall prevail.

[Schedules follow]

SCHEDULE 1

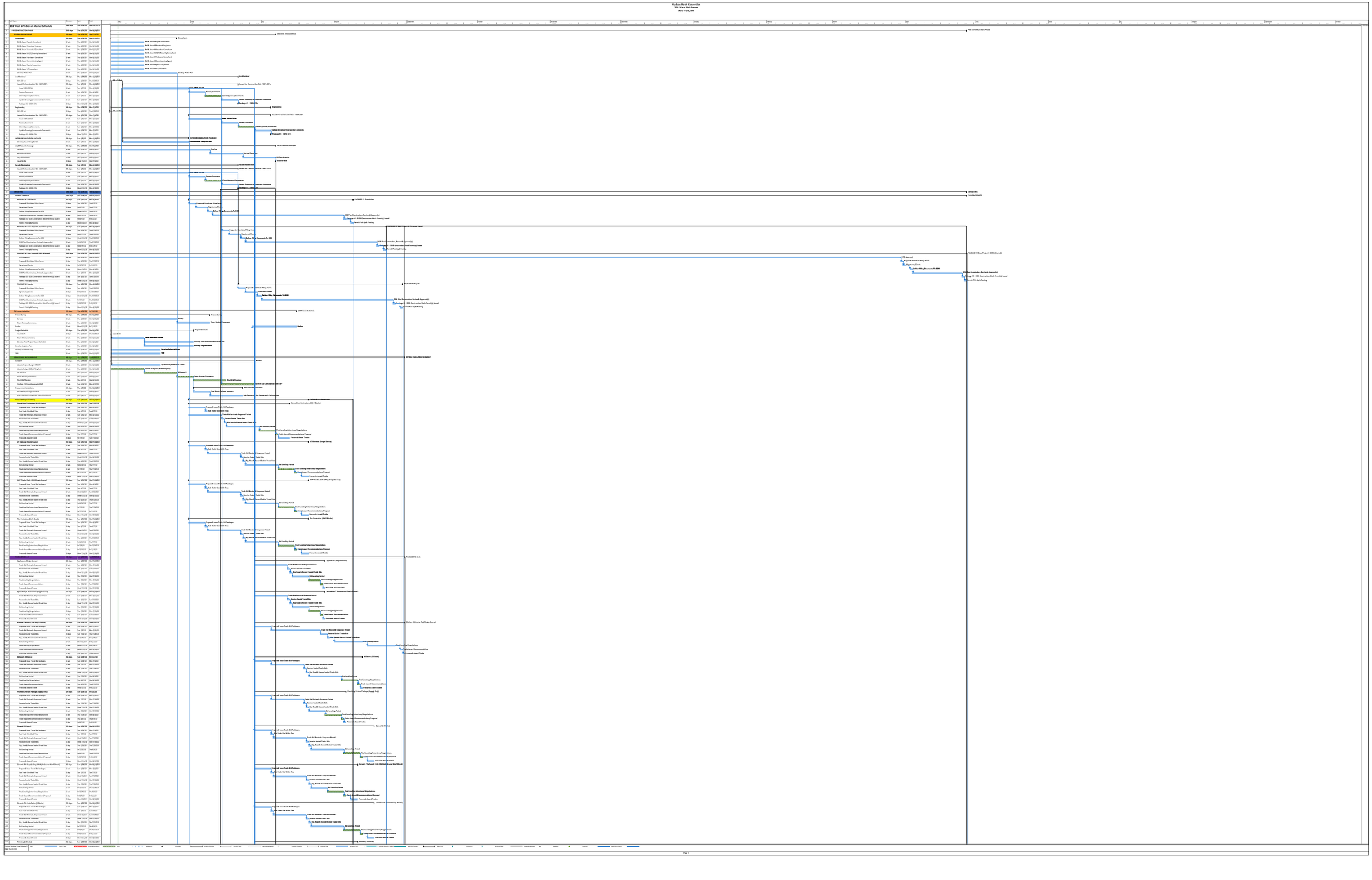
(Project Budget)

PROJECT BUDGET					
Uses	**Total**	**Per Unit**	**PGSF**	**PRSF**	**% of Costs**
Purchase Price	$207,500,000	$473,744	$444	$677	50.3%
Hard Costs	$52,301,277	$119,409	$112	$171	12.7%
Hard Cost Contingency	$4,300,000	$9,817	$9	$14	1.0%
Soft Costs	$21,521,250	$49,135	$46	$70	5.2%
Soft Cost Contingency	$1,500,000	$3,425	$3	$5	0.4%
Closing & Financing Costs	$19,657,985	$44,881	$42	$64	4.8%
Ground Rent Reserve	$12,800,000	$29,224	$27	$42	3.1%
Parkview Interest Reserve	$29,593,125	$67,564	$63	$97	7.2%
10th Floor Buyout	$13,000,000	$29,680	$28	$42	3.2%
Union Severance, Pension and Healthcare	$47,250,000	$107,877	$101	$154	11.5%
Developer Fee	$2,724,460	$6,220	$6	$9	0.7%
Total Uses	**$412,148,097**	**$940,977**	**$881**	**$1,345**	**100.0%**

Sources	**Total**	**Per Unit**	**PGSF**	**PRSF**	**% of Costs**
GLR Ground Lease - Funds at Close	$170,000,000	$388,128	$364	$555	41.2%
GLR Ground Lease - 10th Floor	$8,000,000	$18,265	$17	$26	1.9%
Parkview Leasehold Financing	$207,000,000	$472,603	$443	$676	50.2%
Developer Equity	**$27,148,097**	$61,982	$58	$89	6.6%
Total Sources	**$412,148,097**	**$940,977**	**$881**	**$1,345**	**100.0%**

SCHEDULE 2

(Construction Schedule)


Hudson Hotel Conversion
310 West 58th Street
New York, NY
Project: Hudson Hotel Conversion 310 West 58th Street New York, NY
Date: Nov 05 2025
Page 1

Hudson Hotel Conversion
318 West 58th Street
New York, NY

ID	Task Name	Duration	Start	Finish
112	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
113	Sub Trade Site Walk-Thru	1 day	Tue 7/3/01	Tue 7/3/01
114	Trade Bid Nationwide Responses Period	2 wks	Wed 7/4/01	Tue 7/18/01
115	Receive Sealed Trade Bids	1 day	Wed 7/18/30	Wed 7/18/01
116	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 7/19/30	Thu 7/19/01
117	Bid Leveling Period	1 wk	Fri 7/20/01	Thu 7/26/01
118	Final Leveling/Interviews/Negotiations	1 wk	Fri 7/29/01	Thu 8/4/01
119	Trade Award Recommendations (Proposal	1 day	Fri 8/5/01	Fri 8/5/01
120	Proceeds Award Trades	5 days	Mon 8/8/01	Wed 8/14/01
121	**Planning Supply (Multi-Source Bid Closure)**	**20 days**	**Tue 6/18/30**	**Wed 8/13/01**
122	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
123	Sub Trade Site Walk-Thru	1 day	Tue 7/3/01	Tue 7/3/01
124	Trade Bid Nationwide Responses Period	2 wks	Wed 7/4/01	Tue 7/18/01
125	Receive Sealed Trade Bids	1 day	Wed 7/18/30	Wed 7/18/01
126	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 7/19/30	Thu 7/19/01
127	Bid Leveling Period	1 wk	Fri 7/20/01	Thu 7/26/01
128	Final Leveling/Interviews/Negotiations	1 wk	Fri 7/29/01	Thu 8/4/01
129	Trade Award Recommendations (Proposal	1 day	Fri 8/5/01	Fri 8/5/01
130	Proceeds Award Trades	5 days	Mon 8/8/01	Wed 8/14/01
131	**Planning Installation (5 Blocks)**	**20 days**	**Tue 6/18/30**	**Wed 8/13/01**
132	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
133	Sub Trade Site Walk-Thru	1 day	Tue 7/3/01	Tue 7/3/01
134	Trade Bid Nationwide Responses Period	2 wks	Wed 7/4/01	Tue 7/18/01
135	Receive Sealed Trade Bids	1 day	Wed 7/18/30	Wed 7/18/01
136	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 7/19/30	Thu 7/19/01
137	Bid Leveling Period	1 wk	Fri 7/20/01	Thu 7/26/01
138	Final Leveling/Interviews/Negotiations	1 wk	Fri 7/29/01	Thu 8/4/01
139	Trade Award Recommendations (Proposal	1 day	Fri 8/5/01	Fri 8/5/01
140	Proceeds Award Trades	5 days	Mon 8/8/01	Wed 8/14/01
141	**Planning Fabrication (Single Source)**	**20 days**	**Tue 6/18/30**	**Wed 8/13/01**
142	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
143	Trade Bid Nationwide Responses Period	2 wks	Wed 7/4/01	Tue 7/18/01
144	Receive Sealed Trade Bids	1 day	Wed 7/18/30	Wed 7/18/01
145	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 7/19/30	Thu 7/19/01
146	Bid Leveling Period	1 wk	Fri 7/20/01	Thu 7/26/01
147	Final Leveling/Negotiations	1 wk	Fri 7/29/01	Thu 8/4/01
148	Trade Award Recommendations	1 day	Fri 8/5/01	Fri 8/5/01
149	Proceeds Award Trades	5 days	Mon 8/8/01	Wed 8/14/01
150	**Mockup Fabrication (Single Source)**	**20 days**	**Tue 6/18/30**	**Wed 8/13/01**
151	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
152	Trade Bid Nationwide Responses Period	2 wks	Tue 7/3/01	Mon 7/16/01
153	Receive Sealed Trade Bids	1 day	Tue 7/17/01	Tue 7/17/01
154	Rq. Qualify Second Sealed Trade Bids	1 day	Wed 7/18/30	Wed 7/18/01
155	Bid Leveling Period	1 wk	Thu 7/19/30	Wed 7/25/01
156	Final Leveling/Negotiations	1 wk	Thu 7/26/30	Wed 8/1/01
157	Trade Award Recommendations	1 day	Thu 8/2/01	Thu 8/2/01
158	Proceeds Award Trades	5 days	Fri 8/3/01	Thu 8/9/01
159	**MEP Stone Hardware (Single Source)**	**20 days**	**Tue 6/18/30**	**Wed 8/13/01**
160	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
161	Trade Bid Nationwide Responses Period	2 wks	Tue 7/3/01	Mon 7/16/01
162	Receive Sealed Trade Bids	1 day	Tue 7/17/01	Tue 7/17/01
163	Rq. Qualify Second Sealed Trade Bids	1 day	Wed 7/18/30	Wed 7/18/01
164	Bid Leveling Period	1 wk	Thu 7/19/30	Wed 7/25/01
165	Final Leveling/Negotiations	1 wk	Thu 7/26/30	Wed 8/1/01
166	Trade Award Recommendations	1 day	Thu 8/2/01	Thu 8/2/01
167	Proceeds Award Trades	5 days	Fri 8/3/01	Thu 8/9/01
168	**Demolition**	**20 days**	**Tue 6/18/30**	**Mon 7/14/01**
169	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
170	Trade Bid Nationwide Responses Period	2 wks	Wed 6/11/30	Tue 6/25/01
171	Receive Sealed Trade Bids	1 day	Wed 6/25/30	Wed 6/25/01
172	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 6/26/30	Thu 6/26/01
173	Bid Leveling Period	1 wk	Fri 6/27/30	Thu 7/3/01
174	Final Leveling/Negotiations	1 wk	Fri 7/4/30	Thu 7/10/01
175	Trade Award Recommendations	1 day	Fri 7/11/30	Fri 7/11/01
176	Proceeds Award Trades	5 days	Mon 7/14/30	Mon 7/21/01
177	**Plumbing (Infrastructure and Install 3 Blocks)**	**20 days**	**Tue 6/18/30**	**Wed 8/13/01**
178	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
179	Sub Trade Site Walk-Thru	1 day	Tue 7/3/01	Tue 7/3/01
180	Trade Bid Nationwide Responses Period	2 wks	Wed 7/4/01	Tue 7/18/01
181	Receive Sealed Trade Bids	1 day	Wed 7/18/30	Wed 7/18/01
182	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 7/19/30	Thu 7/19/01
183	Bid Leveling Period	1 wk	Fri 7/20/01	Thu 7/26/01
184	Final Leveling/Interviews/Negotiations	1 wk	Fri 7/29/01	Thu 8/4/01
185	Trade Award Recommendations (Proposal	1 day	Fri 8/5/01	Fri 8/5/01
186	Proceeds Award Trades	5 days	Mon 8/11/30	Wed 8/13/01
187	**Steel**	**20 days**	**Tue 6/18/30**	**Mon 7/14/01**
188	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
189	Sub Trade Site Walk-Thru	1 day	Tue 7/3/01	Tue 7/3/01
190	Trade Bid Nationwide Responses Period	2 wks	Wed 7/4/01	Tue 7/18/01
191	Receive Sealed Trade Bids	1 day	Wed 7/18/30	Wed 7/18/01
192	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 7/19/30	Thu 7/19/01
193	Bid Leveling Period	1 wk	Fri 7/20/01	Thu 7/26/01
194	Final Leveling/Negotiations	1 wk	Fri 7/29/01	Thu 8/4/01
195	Trade Award Recommendations (Proposal	1 day	Fri 8/5/01	Fri 8/5/01
196	Proceeds Award Trades	5 days	Mon 8/11/30	Wed 8/13/01
197	**MEP Equipment**	**20 days**	**Tue 6/18/30**	**Wed 8/13/01**
198	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
199	Sub Trade Site Walk-Thru	1 day	Tue 7/3/01	Tue 7/3/01
200	Trade Bid Nationwide Responses Period	2 wks	Wed 7/4/01	Tue 7/18/01
201	Receive Sealed Trade Bids	1 day	Wed 7/18/30	Wed 7/18/01
202	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 7/19/30	Thu 7/19/01
203	Bid Leveling Period	1 wk	Fri 7/20/01	Thu 7/26/01
204	Final Leveling/Interviews/Negotiations	1 wk	Fri 7/29/01	Thu 8/4/01
205	Trade Award Recommendations (Proposal	1 day	Fri 8/5/01	Fri 8/5/01
206	Proceeds Award Trades	5 days	Mon 8/11/30	Wed 8/13/01
207	**Electrical**	**20 days**	**Tue 6/18/30**	**Mon 7/14/01**
208	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
209	Sub Trade Site Walk-Thru	1 day	Tue 7/3/01	Tue 7/3/01
210	Trade Bid Nationwide Responses Period	2 wks	Wed 7/4/01	Tue 7/18/01
211	Receive Sealed Trade Bids	1 day	Wed 7/18/30	Wed 7/18/01
212	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 7/19/30	Thu 7/19/01
213	Bid Leveling Period	1 wk	Fri 7/20/01	Thu 7/26/01
214	Final Leveling/Interviews/Negotiations	1 wk	Fri 7/29/01	Thu 8/4/01
215	Trade Award Recommendations (Proposal	1 day	Fri 8/5/01	Fri 8/5/01
216	Proceeds Award Trades	5 days	Mon 8/11/30	Wed 8/13/01
217	**Electrical (Overhead)**	**20 days**	**Tue 6/18/30**	**Mon 7/14/01**
218	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
219	Sub Trade Site Walk-Thru	1 day	Tue 7/3/01	Tue 7/3/01
220	Trade Bid Nationwide Responses Period	2 wks	Wed 7/4/01	Tue 7/18/01
221	Receive Sealed Trade Bids	1 day	Wed 7/18/30	Wed 7/18/01
222	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 7/19/30	Thu 7/19/01
223	Bid Leveling Period	2 wks	Fri 7/20/01	Thu 8/2/01
224	Final Leveling/Interviews/Negotiations	1 wk	Fri 8/3/01	Thu 8/9/01
225	Trade Award Recommendations (Proposal	1 day	Fri 8/10/01	Fri 8/10/01
226	Proceeds Award Trades	5 days	Mon 8/13/30	Wed 8/19/01
227	**Mechanical**	**20 days**	**Tue 6/18/30**	**Mon 7/14/01**
228	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
229	Sub Trade Site Walk-Thru	1 day	Tue 7/3/01	Tue 7/3/01
230	Trade Bid Nationwide Responses Period	2 wks	Wed 7/4/01	Tue 7/18/01
231	Receive Sealed Trade Bids	1 day	Wed 7/18/30	Wed 7/18/01
232	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 7/19/30	Thu 7/19/01
233	Bid Leveling Period	2 wks	Fri 7/20/01	Thu 8/2/01
234	Final Leveling/Interviews/Negotiations	1 wk	Fri 8/3/01	Thu 8/9/01
235	Trade Award Recommendations (Proposal	1 day	Fri 8/10/01	Fri 8/10/01
236	Proceeds Award Trades	5 days	Mon 8/13/30	Wed 8/19/01
237	**Mechanical (Overhead Mid-Height Louvers)**	**20 days**	**Tue 6/18/30**	**Mon 7/14/01**
238	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
239	Sub Trade Site Walk-Thru	1 day	Tue 7/3/01	Tue 7/3/01
240	Trade Bid Nationwide Responses Period	2 wks	Wed 7/4/01	Tue 7/18/01
241	Receive Sealed Trade Bids	1 day	Wed 7/18/30	Wed 7/18/01
242	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 7/19/30	Thu 7/19/01
243	Bid Leveling Period	2 wks	Fri 7/20/01	Thu 8/2/01
244	Final Leveling/Interviews/Negotiations	1 wk	Fri 8/3/01	Thu 8/9/01
245	Trade Award Recommendations (Proposal	1 day	Fri 8/10/01	Fri 8/10/01
246	Proceeds Award Trades	5 days	Mon 8/13/30	Wed 8/19/01
247	**FACADE of Façade**	**15 days**	**Tue 6/18/30**	**Mon 7/7/01**
248	**Early Probes**	**15 days**	**Tue 6/18/30**	**Thu 7/14/01**
249	Bid	1 wk	Tue 6/18/30	Mon 6/30/01
250	Review Level	1 wk	Tue 6/25/30	Mon 7/7/01
251	Negotiate Award	1 wk	Tue 7/2/30	Mon 7/14/01
252	Perform Required Probes	1 wk	Fri 7/5/30	Thu 7/7/01
253	Town Review of Finding	1 wk	Fri 7/8/30	Thu 7/14/01
254	**Curtain Wall Glass Leasing Package**	**15 days**	**Tue 6/18/30**	**Mon 6/30/01**
255	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 6/30/01
256	Trade Bid Nationwide Responses Period	2 wks	Tue 6/11/30	Mon 7/14/01
257	Receive Sealed Trade Bids	1 day	Tue 7/5/01	Tue 7/5/01
258	Rq. Qualify Second Sealed Trade Bids	1 day	Wed 7/6/01	Wed 7/6/01
259	Bid Leveling Period	2 wks	Thu 7/7/01	Wed 7/20/01
260	Trade Award Recommendations (early release)	1 day	Thu 7/21/30	Thu 7/21/01
261	Final Leveling/Negotiations	2 wks	Fri 7/22/01	Thu 7/28/01
262	Trade Award Recommendations	1 day	Fri 7/29/01	Fri 7/29/01
263	Proceeds Award Trades	5 days	Mon 8/1/01	Mon 8/7/01
264	**Demolition**	**20 days**	**Tue 6/18/30**	**Mon 7/14/01**
265	Prequalify Issue Trade Bid Packages	1 wk	Tue 6/18/30	Mon 7/2/01
266	Trade Bid Nationwide Responses Period	1 wk	Wed 6/11/30	Tue 6/17/01
267	Receive Sealed Trade Bids	1 day	Wed 6/11/30	Wed 6/18/01
268	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 6/19/30	Thu 6/19/01
269	Bid Leveling Period	2 wks	Fri 6/20/01	Thu 7/3/01
270	Final Leveling/Negotiations	1 wk	Fri 7/4/30	Thu 7/10/01
271	Trade Award Recommendations	1 day	Fri 7/11/30	Fri 7/11/01
272	Proceeds Award Trades	5 days	Mon 7/14/30	Mon 7/21/01
273	**Steel**	**20 days**	**Tue 6/18/30**	**Mon 7/14/01**
274	Prequalify Issue Trade Bid Packages	1 day	Tue 6/18/30	Tue 6/24/01
275	Trade Bid Nationwide Responses Period	1 wk	Wed 6/25/30	Tue 7/1/01
276	Receive Sealed Trade Bids	1 day	Wed 6/25/30	Wed 6/25/01
277	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 6/26/30	Thu 6/26/01
278	Bid Leveling Period	1 wk	Fri 6/27/30	Thu 7/3/01
279	Final Leveling/Negotiations	1 wk	Fri 7/4/30	Thu 7/10/01
280	Trade Award Recommendations	1 day	Fri 7/11/30	Fri 7/11/01
281	Proceeds Award Trades	5 days	Mon 7/14/30	Mon 7/21/01
282	**Steel**	**20 days**	**Tue 6/18/30**	**Mon 7/14/01**
283	Prequalify Issue Trade Bid Packages	1 day	Tue 6/18/30	Tue 6/24/01
284	Trade Bid Nationwide Responses Period	1 wk	Wed 6/25/30	Tue 7/1/01
285	Receive Sealed Trade Bids	1 day	Wed 6/25/30	Wed 6/25/01
286	Rq. Qualify Second Sealed Trade Bids	1 day	Thu 6/26/30	Thu 6/26/01
287	Bid Leveling Period	1 wk	Fri 6/27/30	Thu 7/3/01
288	Final Leveling/Negotiations	1 wk	Fri 7/4/30	Thu 7/10/01
289	Trade Award Recommendations	1 day	Fri 7/11/30	Fri 7/11/01
290	Proceeds Award Trades	5 days	Mon 7/14/30	Mon 7/21/01
291	**Other Bidding**	**15 days**	**Thu 5/29/30**	**Wed 6/18/01**
292	**Site Safety Manager**	**15 days**	**Fri 6/20/30**	**Fri 6/27/30**
293	Opening Issue Bid Package	2 days	Tue 6/24/30	Wed 6/25/01
294	Bid Period	1 wk	Thu 6/26/30	Wed 6/25/01
295	Leveling Review	2 days	Thu 6/26/01	Wed 6/18/30
296	Recommendation	2 days	Tue 6/24/30	Thu 6/26/01
297	Award	1 day	Fri 6/27/01	Fri 6/27/30
298	**Probe**	**20 days**	**Thu 5/29/30**	**Fri 6/26/30**
299	Opening Issue Bid Package	1 wk	Thu 5/29/30	Wed 6/4/01
300	Bid Period	1 wk	Thu 6/5/01	Wed 6/11/01
301	Leveling Review	1 wk	Thu 6/5/01	Wed 6/11/30
302	Recommendation	1 wk	Thu 6/12/30	Wed 6/18/01
303	Award	1 day	Thu 6/19/30	Fri 6/26/30
304	**Site Ownership**	**15 days**	**Thu 5/29/30**	**Wed 6/18/01**
305	Prequalify Issue Trade Bid Packages	1 wk	Thu 5/29/30	Wed 6/4/01
306	Trade Bid Nationwide Responses Period	2 wks	Fri 7/28/01	Thu 7/31/01
307	Receive Sealed Trade Bids	1 day	Fri 7/28/30	Fri 7/28/01
308	Rq. Qualify Second Sealed Trade Bids	1 day	Mon 7/31/30	Mon 7/28/01
309	Bid Leveling Period	1 wk	Tue 7/29/30	Mon 8/4/01
310	Trade Award Recommendations	1 wk	Tue 8/5/01	Mon 8/10/01
311	Final Leveling/Negotiations	1 wk	Tue 8/5/01	Mon 8/11/01
312	Proceeds Award Trades	1 day	Wed 8/13/30	Wed 8/13/01
313	**Site Utilities**	**15 days**	**Tue 6/18/30**	**Mon 7/7/01**
314	Demolition/Civil Protection	10 wks	Tue 6/18/30	Mon 7/14/01
315	Façade	10 wks	Tue 6/18/30	Mon 6/18/01
316	Electrical Service	10 wks	Tue 6/18/30	Mon 6/18/01
317	Fire Alarm/ACS	10 wks	Tue 6/18/30	Mon 6/18/01
318	MEP Infrastructure	10 wks	Tue 6/18/30	Mon 6/18/01
319	**Common Areas Scope TBD Placeholder**	10 wks	Wed 6/11/30	Tue 6/18/01
320	**CONSTRUCTION PHASE 2**	**125 days**	**Tue 6/27/28**	**Wed 12/13/28**
321	Final Construction Completion	10 wks	Thu 6/27/28	Wed 9/6/28
322	Final TCO for Gaming Regs Off	4 wks	Thu 7/6/28	Wed 8/2/28

SCHEDULE 3

(Description of Project Plans and Specifications)

7 COLUMBUS CIRCLE

353 WEST 57 STREET, NEW YORK, NY 10019



OWNER

CSC COLIVING
6 ST. JOHNS LANE
NEW YORK, NY 10013
(212) 419-3149

OWNER'S REPRESENTATIVE

GARDINER & THEOBALD
535 5TH AVE.
NEW YORK, NY 10017
(212) 661-6624

ARCHITECT

TANG STUDIO ARCHITECT
1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356
(347) 612-3249

MECHANICAL ENGINEER

MG ENGINEERING, P.C.
116 W. 32ND ST.
NEW YORK, NY 10001
(212) 643-9055

INTERIOR DESIGNER

B-HUBER
C. SIMÓN BOLÍVAR 239,
COL AMERICANA, LAFAYETTE,
44160 GUADALAJARA, JAL., MEXICO

LIGHTING DESIGNER

LIGHTING WORKSHOP
20 JAY ST. SUITE 504
BROOKLYN, NY 11201
(212) 796-6510 X 17

PROJECT:

353 W. 57 TH ST
NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING
6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC
1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.
116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

COVERSHEET

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

G - 001.00

#	SHEET NO	SHEET TITLE	ISSUED SETS						#	SHEET NO	SHEET TITLE	ISSUED SETS					
			50% CD - 2022.04.15									50% CD - 2022.04.15					
	ARCHITECTURAL DRAWINGS									ARCHITECTURAL DRAWINGS							
01	G-001.00	COVERSHEET	●						60	A-145.00	REFLECTED CEILING PLAN - 18TH FLOOR	●					
02	G-002.00	DRAWING LIST	●						61	A-146.00	REFLECTED CEILING PLAN- 19TH FLOOR	●					
03	G-003.00	BC TABLES & INSPECTIONS	●						62	A-147.00	REFLECTED CEILING PLAN - 20TH FLOOR	●					
04	G-004.00	GENERAL NOTES	●						63	A-148.00	REFLECTED CEILING PLAN - 21TH FLOOR	●					
05	G-005.00	ACCESSIBILITY NOTES	●						64	A-148.00	REFLECTED CEILING PLAN - 22ND FLOOR	●					
06	G-006.00	UNIT COUNT	●						65	A-150.00	REFLECTED CEILING PLAN - 23ND FLOOR	●					
07	G-007.00	UNIT BY FLOOR	●						66	A-400.00	TYPICAL PLAN : STUDIO	●					
08	DM-100.00	DEMOLITION PLAN - SUB-CELLAR	●						67	A-401.00	TYPICAL PLAN : (1) BED	●					
09	DM-101.00	DEMOLITION PLAN - CELLAR	●						68	A-402.00	TYPICAL PLAN : (2) BED	●					
10	DM-102.00	DEMOLITION PLAN - GROUND FLOOR	●						69	A-403.00	TYPICAL PLAN : (2) BED	●					
11	DM-103.00	DEMOLITION PLAN - MEZZANINE FLOOR	●						70	A-404.00	TYPICAL PLAN : (2) BED	●					
12	DM-104.00	DEMOLITION PLAN - 2ND FLOOR	●						71	A-405.00	TYPICAL PLAN : (2) BED	●					
13	DM-105.00	DEMOLITION PLAN - 3RD FLOOR	●						72	A-406.00	TYPICAL PLAN : (3) BED	●					
14	DM-106.00	DEMOLITION PLAN - 4TH FLOOR	●						73	A-407.00	TYPICAL PLAN : (3) BED	●					
15	DM-107.00	DEMOLITION PLAN - 5TH FLOOR	●						74	A-408.00	TYPICAL PLAN : (3) BED	●					
16	DM-108.00	DEMOLITION PLAN - 6TH FLOOR	●						75	A-410.00	TYPICAL REFLECTED CEILING PLAN : STUDIO	●					
17	DM-109.00	DEMOLITION PLAN - 7TH, 8TH, 9TH, 10TH & 12TH FLOOR	●						76	A-411.00	TYPICAL REFLECTED CEILING PLAN : (1) BED	●					
18	DM-110.00	DEMOLITION PLAN - 11TH FLOOR	●						77	A-412.00	TYPICAL REFLECTED CEILING PLAN : (2) BED	●					
19	DM-111.00	DEMOLITION PLAN - 14TH FLOOR	●						78	A-413.00	TYPICAL REFLECTED CEILING PLAN : (2) BED	●					
20	DM-112.00	DEMOLITION PLAN - 15TH FLOOR	●						79	A-414.00	TYPICAL REFLECTED CEILING PLAN : (2) BED	●					
21	DM-113.00	DEMOLITION PLAN - 16TH FLOOR	●						80	A-415.00	TYPICAL REFLECTED CEILING PLAN : (2) BED	●					
22	DM-114.00	DEMOLITION PLAN - 17TH FLOOR	●						81	A-416.00	TYPICAL REFLECTED CEILING PLAN : (3) BED	●					
23	DM-115.00	DEMOLITION PLAN - 18TH FLOOR	●						82	A-417.00	TYPICAL REFLECTED CEILING PLAN : (3) BED	●					
24	DM-116.00	DEMOLITION PLAN - 19TH FLOOR	●						83	A-418.00	TYPICAL REFLECTED CEILING PLAN : (3) BED	●					
25	DM-117.00	DEMOLITION PLAN - 20TH FLOOR	●						84	A-420.00	TYPICAL FINISH FLOORING : STUDIO	●					
26	DM-118.00	DEMOLITION PLAN - 21TH FLOOR	●						85	A-421.00	TYPICAL FINISH FLOORING : (1) BED	●					
27	DM-119.00	DEMOLITION PLAN - 22ND FLOOR	●						86	A-422.00	TYPICAL FINISH FLOORING : (2) BED	●					
28	DM-120.00	DEMOLITION PLAN - 23ND FLOOR	●						87	A-423.00	TYPICAL FINISH FLOORING : (2) BED	●					
29	A-100.00	PROPOSED PLAN - SUB-CELLAR	●						88	A-424.00	TYPICAL FINISH FLOORING : (2) BED	●					
30	A-101.00	PROPOSED PLAN - CELLAR	●						89	A-425.00	TYPICAL FINISH FLOORING : (2) BED	●					
31	A-102.00	PROPOSED PLAN - GROUND FLOOR	●						90	A-426.00	TYPICAL FINISH FLOORING : (3) BED	●					
32	A-103.00	PROPOSED PLAN - MEZZANINE FLOOR	●						91	A-427.00	TYPICAL FINISH FLOORING : (3) BED	●					
33	A-104.00	PROPOSED PLAN - 2ND FLOOR	●						92	A-428.00	TYPICAL FINISH FLOORING : (3) BED	●					
34	A-105.00	PROPOSED PLAN - 3RD FLOOR	●						93	A-430.00	ENLARGED PLAN: TRASH ROOM	●					
35	A-106.00	PROPOSED PLAN - 4TH FLOOR	●						94	A-500.00	DETAILS: PARTITION TYPE	●					
36	A-107.00	PROPOSED PLAN - 5TH FLOOR	●						95	A-501.00	DETAILS: CEILING & FLOORING	●					
37	A-108.00	PROPOSED PLAN - 6TH FLOOR	●						96	A-502.00	DETAILS: TYPICAL CEILING	●					
38	A-109.00	PROPOSED PLAN - 7TH, 8TH, 9TH, 10TH & 12TH FLOOR	●						97	A-600.00	SCHEDULE - INTERIOR DOOR / WINDOW	●					
39	A-110.00	PROPOSED PLAN - 11TH FLOOR	●						98	A-610.00	SCHEDULE - SPECIFICATION	●					
40	A-111.00	PROPOSED PLAN - 14TH FLOOR	●						99	A-700.00	INTERIOR ELEVATIONS	●					
41	A-112.00	PROPOSED PLAN - 15TH FLOOR	●						100	A-710.00	INTERIOR ELEVATIONS - KITCHEN	●					
42	A-113.00	PROPOSED PLAN - 16TH FLOOR	●														
43	A-114.00	PROPOSED PLAN - 17TH FLOOR	●														
44	A-115.00	PROPOSED PLAN - 18TH FLOOR	●														
45	A-116.00	PROPOSED PLAN - 19TH FLOOR	●														
46	A-117.00	PROPOSED PLAN - 20TH FLOOR	●														
47	A-118.00	PROPOSED PLAN - 21TH FLOOR	●														
48	A-119.00	PROPOSED PLAN - 22ND FLOOR	●														
49	A-120.00	PROPOSED PLAN - 23ND FLOOR	●														
50	A-135.00	REFLECTED CEILING PLAN - 3RD FLOOR	●														
51	A-136.00	REFLECTED CEILING PLAN - 4TH FLOOR	●														
52	A-137.00	REFLECTED CEILING PLAN - 5TH FLOOR	●														
53	A-138.00	REFLECTED CEILING PLAN - 6TH FLOOR	●														
54	A-139.00	RCP - 7TH, 8TH, 9TH, 10TH & 12TH FLOOR	●														
55	A-140.00	REFLECTED CEILING PLAN - 11TH FLOOR	●														
56	A-141.00	REFLECTED CEILING PLAN - 14TH FLOOR	●														
57	A-142.00	REFLECTED CEILING PLAN- 15TH FLOOR	●														
58	A-143.00	REFLECTED CEILING PLAN - 16TH FLOOR	●														
59	A-144.00	REFLECTED CEILING PLAN - 17TH FLOOR	●														

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

DRAWING LIST

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

G - 002.00

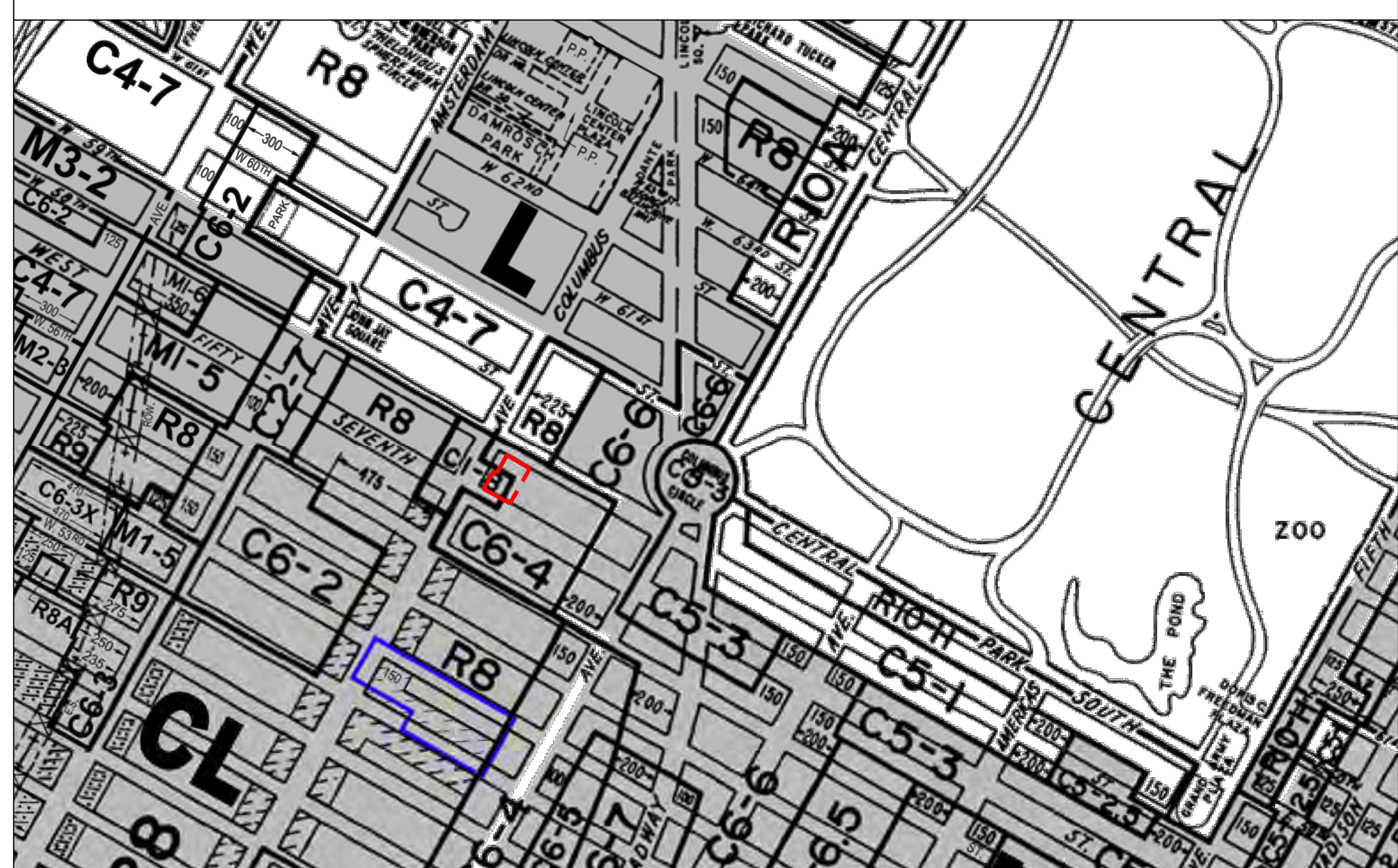
SCOPE OF WORK

CONVERT EXISTING COMMERCIAL (HOTEL) BUILDING TO RESIDENTIAL (APARTMENT) AND COMMERCIAL MIX-USE BUILDING. INTERIOR RENOVATION AS PER PLAN. OBTAIN NEW CERTIFICATE OF OCCUPANCY

PROJECT INFORMATION (PER CO# 120156311)

ADDRESS:	353 WEST 57 STREET, NEW YORK, NY 10019 (BIN #:1026317)		
BLOCK:	1048	LOT:	7502
ZONE:	C6-4 / C1-8 / SPECIAL CLINTON DISTRICT		MAP: 8c
OCCUPANCY GROUP:	EXISTING:	COM (1938 BC) / R-1 (2014 BC EQUIV.)	
	PROPOSED:	J-2 (1968 BC)/R-2 (2014 EQUIV.)	
USE GROUP:	EXISTING:	5, 6, 10, 12	
	PROPOSED:	2, 6, 10, 12 (TBD)	
CONSTRUCTION CLASS:	EXISTING:	1 (1938 BC)	
	PROPOSED:	1 (1938 BC, NO CHANGE)	
MDL CLASS:	EXISTING:	HAEA	
	PROPOSED:	HAEA	
CONSTRUCTION CODE	1968 NYC BC		

ZONING MAP



TAX MAP



LIST OF APPLICATIONS

	ARCHITECTURAL APPLICATIONS	
01		M00XXXXXX-I1
02		M00XXXXXX-I1
03		M00XXXXXX-I1
	MEP APPLICATIONS	
04	MECHANICAL APPLICATION	M00XXXXXX-I1
05	PLUMBING APPLICATION	M00XXXXXX-I1
06	BOILER APPLICATION	M00XXXXXX-I1
07	FIRE ALARM APPLICATION	FDNY TM__________
08	SPRINKLER APPLICATION	M00XXXXXX-I1
	STRUCTURAL APPLICATIONS	
09		

1938 NYC BUILDING CODE ANALYSIS (FOR CONSTRUCTION CLASS - NO CHANGE)

C26-239.0, CLASS 1-FIREPROOF STRUCTURES.

CONSTRUCTION ELEMENT	RATING IN HRS
EXTERIOR WALLS (EXCEPT PANEL WALLS, AND EXTERIOR BEARING WALLS IN PRIVATE DWELLINGS THIRTY-FIVE FEET OR LESS IN HEIGHT), FIRE WALLS, PARTY WALLS, PIERS, COLUMNS, OTHER STRUCTURAL MEMBERS WHICH CARRY WALLS (EXCEPT LINTELS) AND GIRDERS CARRYING COLUMNS;	4
OTHER GIRDERS, FIRE PARTITIONS, FLOORS INCLUDING THE BEAMS AND GIRDERS, BEAMS, ROOFS AND FLOOR FILLINGS, AND REQUIRED STAIRWAY ENCLOSURES OTHER THAN IN SCHOOLS AND SCHOOLS ANDSTRUCTURES LESS THAN ONE HUNDRED FEET IN HEIGHT.	3
EXTERIOR PANEL WALLS IN ALL STRUCTURES AND EXTERIOR BEARING WALLS IN PRIVATE DWELLINGS THIRTY-FIVE FEET OR LESS IN HEIGHT AND REQUIRED STAIRWAY ENCLOSURES IN SCHOOLS AND STRUCTURES LESS THAN ONE HUNDRED FEET IN HEIGHT.	2
PERMANENT INTERIOR PARTITIONS	INCOMBUSTIBLE MATERIALS

1968 NYC BUILDING CODE ANALYSIS

TABLE 4-2 AREA AND HEIGHT LIMITATIONS FOR SPRINKLERED BUILDINGS AND SPACES"

OCCUPANCY GROUP		TYPE OF CONSTRUCTION
		TYPE IA (1968 EQUIV.)
J-2	AREA	N.L.
	HEIGHT	
ALL OTHER O.G.	AREA	N.L.
	HEIGHT	

TABLE 5-1 / 5-2, FIRE SEPARATION AND FIRE DIVISION

OCCUPANCY	C	E	J-2
C	2	NR	1
E	2	2	1[a]
J-2	2	2	2

KEY: FIRE-RESISTANCE RATINGS ARE GIVEN IN HOURS. FOR TABLE 5-1, READ ABOVE HEAVY LINE. FOR TABLE 5-2, READ BELOW HEAVY LINE.
NR—NO REQUIREMENT

a. AN OFFICE, OR GROUP OF OFFICES, WHOSE USE IS ACCESSORY TO AN OCCUPANCY, AND TOTALS FOUR HUNDRED SQUARE FEET OR LESS IN AREA SHALL NOT BE REQUIRED TO HAVE A FIRE SEPARATION. SUCH OFFICE, OR GROUP OF OFFICES, TOTALLING MORE THAN FOUR HUNDRED SQUARE FEET IN AREA SHALL NOT BE REQUIRED TO HAVE A FIRE SEPARATION IF SUCH OFFICES EXIT DIRECTLY, WITHOUT HAVING TO PASS THROUGH THE AREA OF THE RELATED OCCUPANCY.

1968 BC. TABLE 6-1, DETERMINATION OF EXIT AND ACCESS REQUIREMENTS

OCCUPANCY GROUP OF BUILDING OR SPACE	GROUP DESIGNATION	MAXIMUM TRAVEL DISTANCE (FT.)[a]		CAPACITY NUMBER OF PERSONS PER UNIT OF WIDTH				CORRIDORS	
				DOORS OPENINGS[m]					
		UNSPRINKLERED	SPRINKLERED	TO OUTDOORS AT GRADE	ALL OTHER EXIT AND CORRIDOR DOORS	STAIRS, ESCALATORS[k]	RAMPS[b], CORRIDORS, EXIT PASSAGEWAYS[j], HORIZONTAL EXITS	MIN. WIDTH (IN.)	MAX. DEAD END[h] (LENGTH IN FT.)
HIGH HAZARD	A	N.P.	150	50	40	30	50	36	N.P.
STORAGE	B-1	100	150	75	60	45	75	36	50
	B-2	125	175	75	60	45	75	36	N.R.
MERCANTILE	C	150	200	100	80	60	100	36	50
INDUSTRIAL	D-1	125	175	100	80	60	100	44	50
	D-2	150	200	100	80	60	100	44	50
BUSINESS	E	200	300	100	80	60	100	44	50
ASSEMBLY*	F	150	200	100	80	60	100	44	30
EDUCATIONAL	G	150	200	100	80	60	100	66[e]	30[d]
INSTITUTIONAL	H-1	125	175	50	40	30	50	36	40
	H-2	125	175	30	30	15	30	96[f]	30[g]
RESIDENTIAL	J-1	150	200	50	40	30	50	36	40
	J-2	150	200	50	40	30	50	36	40
	J-3	N.R.	N.R.	N.R.	N.R.	N.R.	N.R.	N.R.	N.R.

N.P. — NOT PERMITTED
N.R. — NO REQUIREMENTS (EXCEPT AS PROVIDED IN SECTION 27-375)
*SEE TABLE 8-1 FOR EXIT AND ACCESS REQUIREMENTS APPLYING TO PLACES OF ASSEMBLY
**NOTES:
A FOR METHOD OF MEASUREMENT, SEE SUBDIVISION (C) OF SECTION 27-360 OF THIS ARTICLE.
B REDUCE LISTED CAPACITY OF RAMPS BY TWENTY-FIVE PERCENT WHEN SLOPE EXCEEDS ONE IN TEN.
C EXCEPT FOR PUBLIC GARAGES. (SEE ARTICLE TEN OF SUBCHAPTER SEVEN OF THIS CHAPTER.)
D THERE SHALL NOT BE MORE THAN ONE CLASSROOM ON EACH SIDE OF A CORRIDOR BETWEEN AN EXIT AND THE END OF THE CORRIDOR (DEAD END).
E APPLIES TO CORRIDORS SERVING CLASSROOMS. OTHER CORRIDORS SHALL HAVE A MINIMUM WIDTH OF FORTY-FOUR INCHES.
F APPLIES TO CORRIDORS SERVING PATIENTS. OTHER CORRIDORS SHALL HAVE A MINIMUM WIDTH OF FORTY-FOUR INCHES.
G THERE SHALL BE NO PATIENT BEDROOMS BETWEEN AN EXIT AND THE END OF THE CORRIDOR (DEAD END).
H SEE SUBDIVISION (D) OF SECTION 27-369 OF ARTICLE FIVE OF THIS SUBCHAPTER FOR PERMISSIBLE INCREASE.
I SEE SECTION 27-369 OF ARTICLE FIVE OF THIS SUBCHAPTER.
J SEE SECTION 27-370 OF ARTICLE FIVE OF THIS SUBCHAPTER.
K SEE SECTION 27-378 OF ARTICLE FIVE OF THIS SUBCHAPTER.
M WHERE A DOOR OPENING IS DIVIDED BY MULLIONS INTO TWO OR MORE DOORS OPENINGS, EACH SUCH OPENING SHALL BE MEASURED SEPARATELY IN COMPUTING THE NUMBER OF UNITS OF EXIT WIDTH.

1968 BC, TABLE 6-3, MAX. OCCUPANT LOAD-SPACES W/ ONE DOOR

OCCUPANCY GROUP CLASSIFICATION	MAX. OCCUPANT LOAD WITH ONE DOOR
A	10
B	50
C	75
D	50
E	75
F	75
G	75
H	15
J	20

SPECIAL INSPECTION CATEGORY

Y	N	SPECIAL INSPECTIONS		CODE/SECTION
		STRUCTUAL STELL - WELDING		BC 1704.3.1
		STRUCTUAL STELL - DETAILS		BC 1704.3.2
		STRUCTUAL STELL - HIGH STRENGTH BOLTING		BC 1704.3.3
		STRUCTUAL COLD-FRAMED STEEL		BC 1704.3.4
		CONCRETE - CAST-IN-PLACE		BC 1704.4
		CONCRETE - PRECAST		BC 1704.4
		CONCRETE - PRESTRESSED		BC 1704.4
		MASONRY		BC 1704.5
		WOOD - INSTALLTION OF HIGH-LOAD DIAPHRAMS		BC 1704.6.1
		WOOD - INSTALLATION OF METAL0PLATE-CONNECTED TRUSSES		BC 1704.6.2
		WOOD - INSTALLATION OF PREFABRICATED I-JOISTS		BC 1704.6.3
		SUBGRADE INSPECTION		BC 1704.7.1
		SUBSURFACE CONDITIONS - FILL PLACEMENT & IN-PLACE DENSITY		BC 1704.7.2 BC 1704.7.3
		SUBSURFACE INVESTIGATIONS (BORINGS/TEST PITS)	TR4	BC 1704.7.4
		DEEP FOUNDATION ELEMETS	TR5	BC 1704.8
		HELICAL PIILES (bb #2014-020	TR5H	BC 1704.8.5
		WALL PANELS, CURATIN WALLS, AND VENEERS		BC 1704.9
		SPRAYED FIRE-RESISTANT MATERIALS		BC 1704.10
		MASTIC AND INTUMESCENT FIRE-RESISTANT COATINGS		BC 1704.11
		EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS)		BC 1704.12
		ALTERNATIVE MATERIALS - OTCR BUILDING BUILLETINS#		BC 1704.13
		SMOKE CONTRL SYSTEMS		BC 1704.14
		MECHANICAL SYSTEMS		BC 1704.15
		FUEL-OIL STORAGE AND FUEL-OIL PIPING SYSTEMS		BC 1704.16
		HIGH-PRESSURE STEAM PIPING (WELDING)		BC 1704.17
		HIGH TEMPATURE HOT WATER PIPING (WELDING)		BC 1704.18
		HIGH-PRESSURE FUEL-GAS PIPING (WELDING)		BC 1704.19
		STRUCTURAL STABILITY - EXISTING BUILDINGS		BC 1704.20.1
		EXCAVATIONS - SHEETING, SHORING AND BRACING		BC 1704.20.2
		UNDERPINNING		BC 1704.20.3 BC 1814
		MECHANICAL DEMOLITION		BC 1740.20.4
		RAISING AND MOMVING OF A BUILDING		BC 1704.20.5
		SOIL PERDCOLATION TEST - PRIVAE ON SITE STORM WATER DRAINAGE DISPOSAL SYSTEMS, AND DETAITION FACILITIES		BC 1704.21.1.2
		PRIVATE ON-SITE STORM WATER DRAINAGE DISPOSAL SYSTEMS, AND DETENTION FACILITIES INSTALLATION		BC 1704.21.2
		INDIVIDUAL ON-SITE PRIVATE SEWAGE DISPOSAL SYSTEMS INSTALLATION		BC 1704.22
		SOIL PERCOLATION TEST - INDIVIDUAL ON-SITE PRIVATEA SEWAGE DISPOSAL SYSTEMS		BC 1704.22
		SPRINKLER SYSTEMS		BC 1704.23
		STAND PIPESYSTEMS		BC 1704.24
		HEATING SYSTEMS		BC 1704.25
		CHIMNEYS		BC 1704.26
Y		FIRE-RESISTANT PENETRATIONS AND JOINTS		BC 1704.27
		ALUMINUM WELDING		BC 1704.28
		FLOOD ZONE COMPLIANCE (ATTAC FEMA ELEVATION/DRY FLOODPROOFING CERTIFICATE WHERE APPLICABLE)		BC 1704.29 BC G105
		LUMINOUS EGRESS PATH MARKINGS	TR7	BC 1704.30 BC 1024.8
		EMERGENCY AND STANDBY POWER SYSTEMS (GENERATORS)		BC 1704.31
		POST-INSTALLED ANCHORS (bb#2014-018, 2014-019)		BC 1704.32
		SEISMIC ISOLATION SYSTEMS		BC 1701.8
		CONCRETE DESIGN MIX	TR3	BC 1905.3 BC 1913.5
		CONCRETE DAMPLING AND TESTING	TR2	BC 1905.6 BC 1913.10

PROGRESS INSPECTION CATEGORY

Y	N	PROGRESS INSPECTION CATEGORIES		CODE/SECTION
		PRELIMINARY		28-116.2.1, BC 110.2
		FOOTING AND FOUNDATION		BC 110.3.1
		LOWEST FLOOR ELEVATION		BC 110.3.2
		STRUCTRAL WOOD FRAME		BC 110.3.3
Y		ENERGY CODE COMPLIANCE INSPECTIONS	TR8	BC 110.3.5
Y		FIRE-RESISTANCE RELATED CONSTRUCTION		BC 110.3.4
		PUBLIC ASSEMBLY EMERGENCY LIGHTING		28-116.2.2
		FINAL	28-116.2.4.2, BC 110.5, DIRECTIVE 14 OF 1975, AND 1RCNY §101-10	

ENERGY CONSERVATION STATEMENT AND NOTES:

"TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT, ALL WORK UNDER THIS APPLICATION IS **COMPLIED** WITH THE NYCECC 2020.

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING
6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC
1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.
116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

BC TABLE & INSPECTIONS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

G - 003.00

ABBREVIATIONS

ADJ.	ADJACENT
A.F.F.	ABOVE FINISHED FLOOR
A.C.T	ACOUSTICAL CEILING TILE
ADA	AMERICANS WITH DISABILITIES ACT
ADAAG	ADA ACCESSIBILITY GUIDELINES
BLK.	BLOCKING
CL	CENTERLINE
CLR.	CLEAR
CLG.	CEILING
CNTR.	COUNTER
CNT.	CENTER
CONC.	CONCRETE
COL.	COLUMN
C.O.W.	CENTER OF WALL
CPT.	CARPET
CONT.	CONTINUOUS
CONST.	CONSTRUCTION
C.G.	CORNER GUARD
CMU	CONCRETE MASONRY UNIT
DEMO	DEMOLITION
DIM.	DIMENSION
DTL.	DETAIL
DWG.	DRAWING
DIA.	DIAMETER
DN.	DOWN
DR.	DOOR
ELEC.	ELECTRICAL
E.P.	ELECTRICAL PANELBOARD
EMER.	EMERGENCY
EQ.	EQUAL
(E)	EXISTING
EA.	EACH
EXT.	EXTERIOR
FBO.	FURNISHED BY OWNER
F.C.	FIXTURE CONTRACTOR
F.F.	FINISH FLOOR
F.D.	FLOOR DRAIN
FR	FRAME
F.R.T.	FIRE RETARDANT TREATED
F.S.	FIRE EXTINGUISHER
FURN.	FURNISH
F.O.W.	FACE OF WALL
GA.	GAUGE
G.B.	GRAB BAR
G.C.	GENERAL CONTRACTOR
GWB.	GYPSUM WALL BOARD
HC	HOLLOW CORE
H.M.	HOLLOW METAL
HGT.	HEIGHT
HORIZ.	HORIZONTAL
IN.	INCH
INST.	INSTALL
INSUL.	INSULATION
KE	KITCHEN EQUIPMENT
L.O.D.	LEASE OUTLINE DRAWING
L.L.	LANDLORD
MAX	MAXIMUM
MAT'L.	MATERIAL
M.D.F.	MAIN DISTRIBUTION FACILITY
MECH.	MECHANICAL
MFR.	MANUFACTURER
MIR.	MIRROR
MIN.	MINIMUM
M.A.	MOISTURE RESISTANT
M.O.	MASONRY OPENING
N/A	NOT APPLICABLE
(N)	NEW
N.I.C.	NOT IN CONTRACT
NO.	NUMBER
N.P.	NEUTRAL PIER
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
OPG.	OPENING
OPP.	OPPOSITE
PT.	PAINT
PLYWD.	PLYWOOD
P-LAM.	PLASTIC LAMINATE
PNL	PANEL
QTY.	QUANTITY
RCP	REFLECTED CEILING PLAN
R.B.	RUBBER BASE
REINF.	REINFORCING
REQ'D.	REQUIRED
REV.	REVISED/REVISION
SC	SOLID CORE
SCHED.	SCHEDULE
SIM.	SIMILAR
SPEC.	SPECIFICATION
SQ.	SQUARE
SUSP.	SUSPENDED
TEMP.	TEMPERED
TYP.	TYPICAL
UON	UNLESS OTHERWISE NOTED
V.C.A.	VINYL COMPOSITION TILE
V.I.F.	VERIFY IN FIELD
VERT.	VERTICAL
WD	WOOD

GENERAL NOTES

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE NEW YORK CITY BUILDING CODES.
2. CONTRACTOR TO CHECK AND VERIFY ALL CONDITIONS AND DIMENSIONS AT THE SITE BEFORE COMMENCING THE WORK. THE ARCHITECT SHALL BE NOTIFIED OF ANY UNUSUAL CONDITIONS.
3. CONTRACTOR IS TO FILE WORKMAN'S COMPENSATION AND TO SECURE ALL PERMITS BEFORE THE START OF WORK.
4. THE CONTRACTOR SHALL NOT SCALE DRAWING TO OBTAIN DIMENSIONS. IF THERE IS A DISCREPANCY ON OR LACK OF DIMENSION, THE ARCHITECT SHALL BE NOTIFIED AND THE INFORMATION WILL BE PROVIDED.
5. THE ENGINEER / ARCHITECT HAS NOT BEEN RETAINED FOR FIELD SUPERVISION OR INSPECTION.
6. THE CONTRACTOR IS TO RETAIN A LICENSED PROFESSIONAL ENGINEER AS PART OF HAS CONTRACT, ON BEHALF OF THE OWNER TO PERFORM ALL REQUIRED CONTROLLED INSPECTION WORK AS MAY BE REQUIRED.
7. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO INSURE THE SAFETY AFFECTED BY THIS WORK.
8. FIVE DAYS PRIOR NOTICE SHALL BE GIVEN TO THE ADJOINING PROPERTY OWNERS AFFECTED BY THIS WORK.
9. THERE ARE NO STRUCTURAL CHANGES TO BE MADE UNDER THIS APPLICATION.
10. DRAPES, CURTAIN, SCENERY TO BE FLAME PROOF AS PER B.S.A CAL.21 SEC C19-161-1.
11. ALL MATERIALS, ASSEMBLIES, FORMS AND METHODS OF CONSTRUCTION AND SERVICE EQUIPMENT SHALL MEET THE FOLLOWING REQUIREMENT:
    - 11.1. IT SHALL HAVE BEEN ACCEPTED PRIOR TO THE EFFECTIVE DATE OF CODE.
    - 11.2. IT SHALL HAVE BEEN ACCEPTED FOR USE UNDER THE PRESCRIBED CODE TEST METHOD BY THE COMMISSIONER.
    - 11.3. IT SHALL HAVE BEEN APPROVED BY THE BOARD OF STANDARDS AND APPEAL.

GENERAL INTERIOR DEMOLITION NOTES:

1. THE OWNER HAS FIRST SALVAGE RIGHTS ON ALL ITEMS REMOVED.
2. COORDINATE DEMOLITION WORK WITH NEW CONSTRUCTION SHOWN ELSEWHERE IN THE DRAWINGS. DUE CARE IS TO BE TAKEN TO AVOID UNDUE DAMAGE TO ADJACENT FINISHES SCHEDULED TO REMAIN.
3. REMOVE ALL DEBRIS, RUBBISH AND OTHER MATERIALS RESULTING FROM DEMOLITION OPERATIONS FROM THE BUILDING SITE. DO NOT ALLOW MATERIAL AND DEBRIS TO ACCUMULATE ON SITE. COORDINATE LOCATION OF DUMPSTER WITH OWNER PRIOR TO IT IS DELIVERY.
4. COORDINATE DEMOLITION IN AREAS THAT ARE TO REMAIN OCCUPIED DURING CONSTRUCTION. PROVIDE FREE AND SAFE ACCESS FOR OWNER TO AND FROM OCCUPIED AREAS OF THE BUILDING AT ALL TIMES.
5. PROVIDE DUST BARRIERS TO PROTECT OCCUPIED AREAS OF BUILDING DURING DEMOLITION AND NEW YORK.
6. COORDINATE DEMOLITION, RELOCATING, DISCONNECTING AND CAPPING OF HVAC, PLUMBING AND ELECTRICAL SERVICES WITH THE APPROPRIATE SUBCONTRACTORS PRIOR TO START OF DEMOLITION. PROVIDE BY-PASS CONNECTIONS AS NECESSARY TO MAINTAIN CONTINUITY OF SERVICES TO OCCUPIED AREAS OF THE BUILDING. PROVIDE ADEQUATE NOTICE TO OWNER IF SHT-DOWN OF SERVICES IS REQUIRED.
7. IF UNANTICIPATED HVAC, ELECTRICAL, PLUMBING OR STRUCTURAL ELEMENTS ARE ENCOUNTERED WHICH CONFLICT WITH INTENDED FUNCTION OR DESIGN, NOTIFY ARCHITECT IMMEDIATELY.
8. GENERAL CONTRACTOR IS TO CATALOG AND PROPERLY STORE ALL EXISTING ITEMS SCHEDULED TO BE REINSTALLED
9. MASONRY SHALL BE DEMOLISHED IN SMALL SECTIONS AND BRACING AND SHORING SHALL BE USED WHERE NECESSARY TO AVOID COLLAPSE OF THE STRUCTURE, SHORING MUST BE DONE IN A MANNER THAT WILL NOT INTERFERE WITH NEW WORK. IN NO CASE WILL PRESENTLY SUPPORTED LOADS BE ALLOWED TO BE UNSUPPORTED.
10. PROTECT FLOORS WITH APPROPRIATED COVERINGS WHERE NECESSARY.
11. PROMPTLY REPAIR DAMAGES TO ADJACENT AREAS SCHEDULED TO REMAIN CAUSED BY DEMOLITION WORK.
12. REMOVE PROTECTIVE AT COMPLETION OF WORK AND LEAVE INTERIOR AREAS BROOM CLEAN.
13. REMOVE ALL ELECTRICAL RECEPTACLES, SWITCHES, LIGHTING FIXTURES AND WIRING AS REQUIRED IN AREA OF NEW WORK. SEE PLANS FOR FINAL ELECTRICAL LAYOUT. IF AN EXISTING SWITCH, LIGHT FIXTURE OR RECEPTACLE IS LOCATED IN A REQUIRED LOCATION. THAT ITEM MAY REMAIN UNLESS THE EXISTING ITEM OR WIRING IS FAULTY. FILED DETERMINE.
14. PROVIDE TEMPORARY SHORING AS REQUIRED.

SMOKE DETECTOR NOTES:

1. EACH DWELLING UNIT SHALL BE EQUIPPED WITH AN APPROVED TYPE SMOKE DETECTOR DEVICE, RECEIVING PRIMARY POWER FROM THE BUILDING WIRING WITH NO SWITCHES IN THE CIRCUIT OTHER THAN OVER CIRCUIT DEVICE PROTECTING THE BRANCH CIRCUIT AS PER C26-1705.3.
2. SUCH SMOKE DETECTORS SHALL BE EITHER THE IONOZATION-CHAMER TYPE OR THE PHOTO-ELECTRIC TYPE AS PER C26-1705.3.
3. A CERTIFICATE OF SATISFACTORY INSTALLATION FOR SMOKE DETECTORS MUST BE FILED WITH THE DIVISION OF CODE ENFORCEMENT 10 DAYS AFTER INSTALLATION.

CARBON MONOXIDE NOTES:

1. HARDWIRED CARBON MONOXIDE DETECTORS SHALL COMPLY WITH RS17-13 AND INSTALLED IN ACCORDANCE WITH RS17-14. IT SHALL BE PROVIDED IN EVERY DWELLING UNIT WITHIN FIFTEEN FEET OF THE PRIMARY ENTRANCE OF EACH BEDROOM.
2. ALL NEW FIXTURE WILL INSTALL WITH NEW SUPPLY STOP VALVES AND NEW BALL SHUTOFF VALVES FOR THE KITCHEN AS WHOLE.
3. BALL TYPE SHUT-OFF VALVES WILL INSTALL ON PLUMBING RISER WITH SOFT-SEATED, SPRING LOADED AMERICAN MADE CHECK VALVES AND VACUUM BREAKERS CLOSE TO THE SHUTOFF VALVES TO FACILITATE FUTURE MAINTENANCE; WITH E-ELBLOW SWINGS AT ALL HOT WATER CONNECTIONS TO RISE.
4. NO PLASTIC FITTING WILL BE USE IN THIS PROJECT
5. NO WATER LINE WILL INSTALL IN FLOOR
6. NAIL PLATE WILL BE INSTALLED AT WET-WALL EXTENSION TO PROTECT WATER LINE FORM NAILS AND DRILL BITS.
7. GAS LEAK DETECTOR WILL INSTALL WITHIN THE APARTMENT KITCHEN AREA. AUTOMATIC SOLENOID SHUTOFF VALVE WILL INSTALL ON GAS SHUTOFF VALVE BEFORE THE APARTMENT BRANCH PIPING, POWERED BY WIRED CONNECTION.
8. NO GARBAGE DISPOSALS WILL INSTALL AT KITCHEN SINK
9. WATER PRESSURE VARIES FROM FLOOR TO FLOOR AND CAN EXCEED 90 PSI. A PRESSURE TEST MUST BE CONDUCTED FOR ALL PLUMBING ALTERATIONS/RENOVATIONS WHERE BRANCH PIPING IS EXPOSED. IF THE PRESSURE TEST YIELDS A RESULTS HIGHER THAN 90 PSI. THE UNIT OWNER IS REQUIRED TO INSTALL PRESSURE REDUCING VALVES ON SUPPLY LINES AND ACCESS PANELS FOR SERVICING.

CONSTRUCTION NOTES

1. WATER PROOF IN ALL WET AREAS.
2. CONTINUES MEMBRANE WATER-PROOFING INSTALLED UNDER FLOOR FINISH AND UP PERIMETER WALLS 6" ABOVE FLOOR LINE OR PER LOCAL CODE; WHICH IS MORE RESTRICTIVE SHALL PREVAIL AND APPLY.
3. GC IS RESPONSIBLE FOR VERIFYING SITE DIMENSIONS AND CONDITIONS.
4. EMERGENCY LIGHTING CIRCUITS MUST BE ON A DEDICATED BREAKER. BREAKER LOCKS MUST BE INSTALLED ON THE EMERGENCY LIGHTING BREAKER AND THE FIRE ALARM BREAKER.
5. SITE SUPER TO VERIFY SPACE DIMENSIONS AFTER DEMOLITION.
6. GC MUST COORDINATE ALL WALL OPENINGS' OVERALL DIMENSION DIRECTLY WITH MILLWORK SHOP DRAWINGS.
7. STRUCTURAL COLUMNS SHALL BE COVERED BY 5/8" FIRE-RATED DRYWALL AS PART OF THE DEMISING WALL, AND SHALL BE SEALED TO THE UNDERSIDE OF THE STRUCTURE ABOVE IN THE SAME MANNER AS DEMISING WALLS.
8. FIRESTOP ALL EXISTING AND NEW PENETRATIONS.
9. ALL FLOOR PENETRATIONS MUST BE FIRESTOPPED AND SEALED LIQUID TIGHT.
10. FLOOR TRANSITIONS MUST BE FLUSH. AT STOREFRONT, ALIGN FINISHED FLOOR WITH BORDER PAVER ELEVATION OF THE WALKWAY WITH A THRESHOLD OF MINIMAL THICKNESS (NOT TO EXCEED 1/2") PROVIDED AT THE DOORS. VINYL, RUBBER, OR METAL REDUCER STRIPS ARE NOT PERMITTED.
11. CEILING SUPPORT SYSTEMS SHALL ATTACH TO STRUCTURAL MEMBERS ONLY; NOT PERMITTED TO BE ATTACHED TO THE LANDLORD'S ROOF OR FLOOR DECKING, BRIDGING OR WIND BRACING, AND SHALL COMPLY WITH SEISMIC SPECIFICATIONS.
12. GC TO PROVIDE ACCESS TO ALL TENANT AND LANDLORD SYSTEMS AND CONTROLS WITHIN THE PREMISES, INCLUDING DIRECT ACCESS TO ANY FIRE SPRINKLER VALVE, BY MEANS OF FLUSH ACCESS PANELS.

PARTITION FRAMING NOTES

1. ALL LIGHT GAUGE METAL STUD WALLS AND PARTITIONS REQUIRE GYPSUM BOARD ON BOTH SIDES FOR THE FULL HEIGHT OF THE STUDS (UNLESS SPECIFICALLY DETAILED OTHERWISE).
2. ALL SUSPENDED WALLS SHALL HAVE GYPSUM BOARD THAT EXTENDS AT LEAST 4 INCHES ABOVE THE SUSPENDED CEILING (UNLESS SPECIFICALLY DETAILED OTHERWISE).
3. ALL STUD WALLS AND PARTITIONS SHALL HAVE CONTINUOUS LINES OF BRIDGING SPACED AT 4'-0" ON-CENTER. THE BRIDGING SHALL BE SECURELY FASTENED TO THE STUDS WITH EITHER WELDS OR SCREWS.
4. ALL STUDS SHALL BE 'C'-TYPE WITH FLANGE STIFFENERS.
5. THE MATERIALS AND DETAILS SHOWN ARE FOR TYPICAL INSTALLATIONS. WHERE THE STUD MANUFACTURER RECOMMENDS OR LOCAL ORDINANCES AND/OR CODES ARE MORE RESTRICTIVE OR OF HIGHER STANDARDS, THESE SHALL PREVAIL AND APPLY.

TYPICAL FASTENERS:

A. STEEL STUDS TO STEEL STUDS OR TRACKS:
   #8-18 X 1/2" TEKS-2 WITH PHIL PAN-HEAD FOR 25 GA. OR 20 GA.
   #10-16 X 9/16" TEK-3 WITH PHIL PAN-HEAD FOR INTERCONNECTION OF 18 GA. OR 16 GA.
B. STEEL STUDS OR TRACKS TO WOOD PURLINS, GIRDERS, AND BEAMS:
   #14-10 X 1/2" H.W.H. TYPE 'S' METAL-TO-WOOD TEKS
C. STEEL STUDS OR TRACKS TO STRUCTURAL STEEL (WIDE FLANGE BEAMS, COLUMNS, GIRDERS, STEEL TUBE SHAPES, ETC): TEKS-3 OR TEKS-4 GAUGE AND LENGTH AS REQUIRED FOR THE COMBINED THICKNESS OF THE MATERIAL TO BE DRILLED
D. PLYWOOD TO STEEL STUDS:
   #10-24 X 3/4" TEKS-3 (PLYMETAL TEKS) WITH THIN WAFER HEAD.
E. GYPSUM BOARD TO STEEL STUDS:
   #7 X 1/4" TYPE 'S' BUGLE HEAD SCREWS FOR 3/8" TO 5/8" GYPSUM BOARD TO 25 GA. OR 20 GA. METAL STUDS.
   #6 X 1/4" TYPE 'S-12' BUGLE HEAD SCREWS FOR 3/8" TO 5/8" GYPSUM BOARD TO 18 GA. OR 16 GA. METAL STUDS OR TRACKS.

CONSTRUCTION SYMBOLS

	EXISTING WALL TO REMAIN
	EXISTING WALL TO DEMOLISH
	PROPERTY LINE
	BUILDING SEPARATION LINE
N.I.C.	NOT IN CONTRACT
#	PARTITION TYPE
ROOM NAME ###	ROOM TAG
DOOR NOTE NOTE	EGRESS DOOR NAME
#	DOOR TAG
#	WINDOW TAG
# #	SECTION CUT SYMBOL
# #	ELEVATION SYMBOL
# #	DETAIL SYMBOL WITH BUBBLE
℄	CENTER LINE
#	REVISION DELTA
300E	SMOKE DETECTOR / CARBON MONOXIDE DETECTOR, HARD-WIRED
EXIT DIRRIRD	EXIT SIGN
EXIT DIRRIRD	EXIT SIGN W/ INTEGRAL EMERGENCY LIGHT

NOTES

GENERAL DEMOLITION NOTES

1. EXISTING UTILITIES AND UNDERGROUND STRUCTURES SHOWN ON THE PLAN ARE BASED UPON THE BEST AVAILABLE PUBLIC RECORDS AND/OR PRIVATE RECORDS AS SUPPLIED BY THE PROJECT OWNER AND/OR DATA OBTAINED VERBALLY FROM OWNERS OR OFFICIALS ASSOCIATED WITH THE PARTICULAR UTILITY. NEITHER THE OWNER NOR THE ENGINEER GUARANTEE ACCURACY OR COMPLETENESS OF OF THIS INFORMATION AND ASSUME NO RESPONSIBILITY FOR IMPROPER LOCATIONS ON THE CONSTRUCTION PLANS. OTHER UNDERGROUND FACILITIES NOT SHOWN ON THE DRAWINGS MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL INVERT ELEVATIONS SHOWN ON THE DRAWINGS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
2. IF CHANGED CONDITIONS ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PROMPTLY OF (1) PREEXISTING SUBSURFACE CONDITIONS DIFFERING FROM THOSE INDICATED IN THE PLANS, OR (2) PREEXISTING UNKNOWN SUBSURFACE CONDITIONS, OR AN UNUSUAL NATURE, DIFFERING MATERIALLY FROM THOSE ORIGINALLY ENCOUNTERED AND GENERALLY RECOGNIZED AS INHERENT IN WORK OF THE CHARACTER PROVIDED FOR IN THE CONTRACT. THE CONTRACTOR AND OR OWNER SHALL MAKE NO CLAIMS TO THE ENGINEER FOR RE-COMPENSATION FOR EXTRA WORK RESULTING FROM CHANGED CONDITIONS UNLESS THE ENGINEER HAS APPROVED THE WORK IN WRITING.
3. CONTRACTOR SHALL CALL THE UTILITIES UNDERGROUND LOCATION CENTER FOR FIELD LOCATION OF ALL UTILITIES AND SHALL NOT BEGIN EVACUATION UNTIL ALL KNOWN UNDERGROUND FACILITIES IN THE VICINITY OF THE PROPOSED WORK HAVE BEEN LOCATED AND MARKED. IF THE UTILITY IF NOT A SUBSCRIBER OF THE UNDERGROUND LOCATION CENTER THEN THE CONTRACTOR SHALL GIVE NOTICE TO THAT UTILITY.
4. THE CONTRACTOR IS RESPONSIBLE FOR REVIEW OF ALL UTILITY PURVEYOR, AND CITY OR STATE RECORDS RELATIVE TO THE EXISTING UNDERGROUND UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR AVOIDING DAMAGE TO THESE FACILITIES AND SHALL RESTORE ALL UTILITIES AT CONTRACTOR'S OWN EXPENSE.
5. VERIFY THAT ALL UTILITY SERVICES TO BE DEMOLISHED AND/OR ABANDONED HAVE BEEN DISCONNECTED.
6. ERECT BARRIERS, SHORING AND THE LIKE TO PROTECT PERSONNEL, CONSTRUCTION AND VEGETATION TO REMAIN. COMPLY WITH ALL STATE AND LOCAL AGENCY REQUIREMENTS.
7. DO NOT SHUT OFF OR CAP UTILITIES WITHOUT PRIOR NOTICE. COORDINATE WORK WITH LOCAL UTILITY PURVEYORS.
8. MAINTAIN VEHICULAR AND PEDESTRIAN TRAFFIC ROUTES: ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, AND ADJACENT FACILITIES; DO NOT CLOSE OR OBSTRUCT STREETS, SIDEWALKS, OR PASSAGEWAYS WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION; MAINTAIN FIRE ACCESS ALONG ACCESS ROAD AT ALL TIMES; MEET ALL APPLICABLE CODES AND ORDINANCES.
9. PROTECT FROM HARM ANY TRESS, OR OTHER OBJECTS SELECTED TO REMAIN.
10. RESTORE ANY IMPROVEMENTS DAMAGED BY THIS WORK TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO OWNER. REPAIR ANY DAMAGE TO ADJAVENT STRUCTURES, UTILITIES, SITE, AND WORK OF THIS CONTRACT TO REMAIN AT NO ADDITIONAL COST TO OWNER.
11. NO BLASTING ON SITE. DO NOT USE EXPLOSIVES.
12. SPRINKLE DEBRIS W/ WATER AS NECESSARY TO LIMIT DUST TO LOWEST PRACTICAL LEVEL. DO NOT SPRINKLE TO EXTENT CAUSING FLOODING, CONTAMINATED RUNOFF OR ICING.
13. REMOVE EXISTING ABOVE-GRADE AND BELOW-GRADE IMPROVEMENTS AS INDICATED AND AS NECESSARY TO FACILITATE NEW CONSTRUCTION. CARE SHALL BE TAKEN THAT DAMAGE DOES NOT OCCUR TO EXISTING PAVEMENT WHICH IS TO REMAIN IN PLACE AND THAT ALL PAVEMENT REMOVALS ARE ACCOMPLISHED BY MAKING A NEAT VERTICAL SAW CUT AT THE BOUNDARIES OF THE AREA TO BE REMOVED. MAKE CUTS AT CLOSEST PAVING JOINT.
14. THE CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, SETTING AND MARKING ALL LINE AND LOCATION STAKES, INCLUDING OFFSETS AND GENERAL CONSTRUCTION STAKING. WHEN WORK REQUIRING CONTROL IS BEING PERFORMED, ALL NECESSARY RELATED EQUIPMENT, SUPPLIES AND INSTRUMENTS SHALL BE ON SITE. A QUALIFIED LAYOUT ENGINEER, SURVEYOR, OR TECHNICAL SPECIALIST MUST BE ASSIGNED TO THE CONTRACTOR'S CREW FOR THIS WORK. THIS EQUIPMENT AND PERSONNEL MUST BE AVAILABLE, AT NO ADDITIONAL COST, TO OWNER FOR THE PURPOSE OF VERIFYING LAYOUT AND CERTIFYING THE ACCURACY OF THE WORK ON THE SITE.
15. TRAFFIC: DO NOT OBSTRUCT WALKS OR PUBLIC WAYS WITHOUT WRITTEN PERMISSION OF GOVERNING AUTHORITIES AND OF THE OWNER. WHERE ROUTES ARE PERMITTED TO BE CLOSED, PROVIDE ALTERNATE ROUTES IF REQUIRED.
16. THE REFUSE RESULTING FROM CLEARING AND GRUBBING SHALL BE DISPOSED OF BY THE CONTRACTOR IN A MANNER CONSISTENT WITH ALL GOVERNMENT REGULATIONS. IN NO CASE SHALL REFUSE MATERIAL BE LEFT ON THE PROJECT SITE, SHOVED ONTO ABUTTING PRIVATE PROPERTIES, OR BE BURIED IN EMBANKMENTS OR TRENCHES ON THE PROJECT SITE. DEBRIS SHALL NOT BE DEPOSITED IN ANY STREAM OR BODY OF WATER, WETLAND, OR IN ANY STREET OR ALLEY, OR UPON ANY PRIVATE PROPERTY EXCEPT BY WRITTEN CONSENT OF THE PRIVATE PROPERTY OWNER. MAINTAIN HAULING ROUTES CLEAN AND FREE OF ANY DEBRIS RESULTING FROM DEMOLITION WORK ON THIS PROJECT.
17. COMPLETELY REMOVE ALL GROWTH INCLUDING COMPLETE ROOT SYSTEMS OF SHRUBS, HERBACEOUS WEEDS AND GRASSES, WITHIN THE LIMITS OF CLEARING AS NECESSARY FOR CONSTRUCTION.

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019

BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

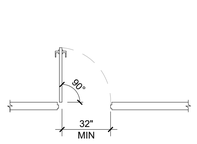
GENERAL NOTES

PROJECT #: 21-49 | DATE: 04.15.2022

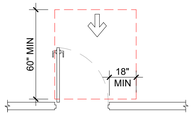
SHEET TITLE :

G - 004.00

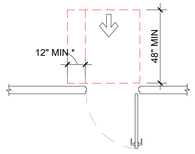
404.2.4.2 DOORWAYS WITHOUT DOORS OR GATES, SLIDING DOORS, AND FOLDING DOORS. DOORWAYS LESS THAN 36 INCHES WIDE WITHOUT DOORS OR GATES, SLIDING DOORS, OR FOLDING DOORS SHALL HAVE MANEUVERING CLEARANCES COMPLYING WITH TABLE 404.2.4.2. APPROACH FROM FRONT, PERPENDICULAR TO DOORWAY MINIMUM MANEUVERING CLEARANCE IS TO BE 48", PARALLEL TO DOORWAY TO BE 0". SEE FIGURE (a) FRONT APPROACH.



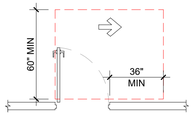
HINGED DOOR CLEAR WIDTH



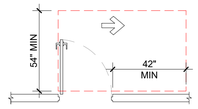
FRONT APPROACH, PULL SIDE



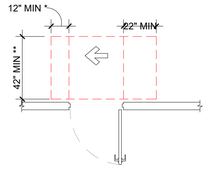
FRONT APPROACH, PUSH SIDE
*IF BOTH CLOSER AND LATCH ARE PROVIDED



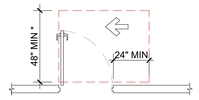
hinge APPROACH, PULL SIDE



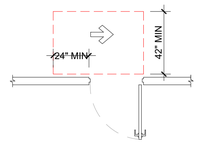
HINGE APPROACH, PULL SIDE



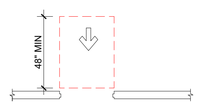
HINGE APPROACH, PUSH SIDE
*IF BOTH CLOSER AND LATCH ARE PROVIDED
** 48 MIN IF BOTH CLOSER AND LATCH PROVIDED



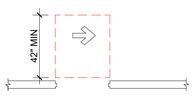
LATCH APPROACH, PULL SIDE
*54 MIN IF CLOSER IS PROVIDED



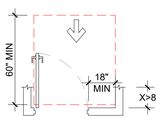
LATCH APPROACH, PUSH SIDE
*48 MIN IF CLOSER IS PROVIDED



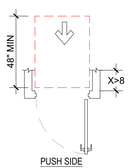
FRONT APPROACH
AT DOORWAYS WITHOUT DOORS



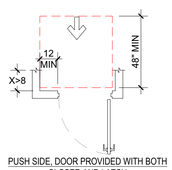
SIDE APPROACH
AT DOORWAYS WITHOUT DOORS



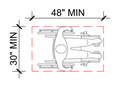
PULL SIDE
AT RECESSED DOOR



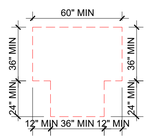
PUSH SIDE
AT RECESSED DOOR



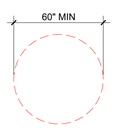
PUSH SIDE, DOOR PROVIDED WITH BOTH
CLOSER AND LATCH
AT RECESSED DOOR



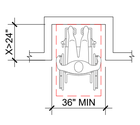
CLEAR FLOOR SPACE



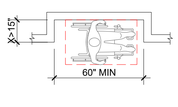
T-SHAPE



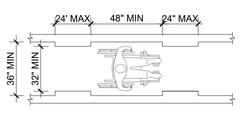
CIRCULAR



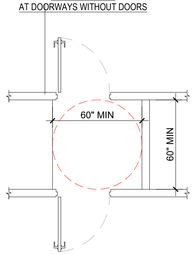
FORWARD APPROACH

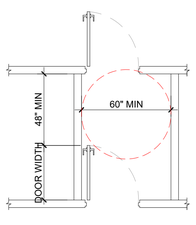


PARALLEL APPROACH

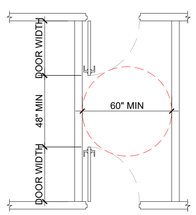


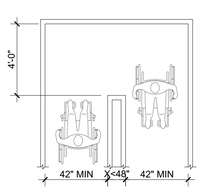
CLEAR WIDTH OF AN ACCESSIBLE ROUTE



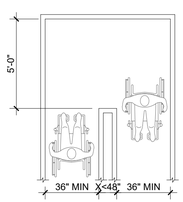


TWO DOORS IN A SERIES

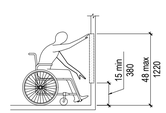




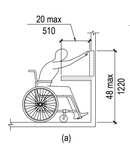
CLEAR WIDTH AT 180° TURN

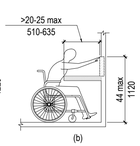


CLEAR WIDTH AT 180° TURN (EXCEPTION)

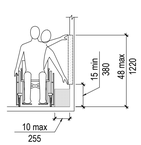


UNOBSTRUCTED FORWARD REACH

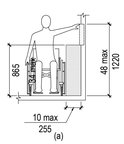


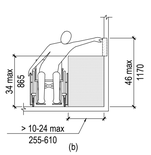


OBSTRUCTED HIGH FORWARD REACH

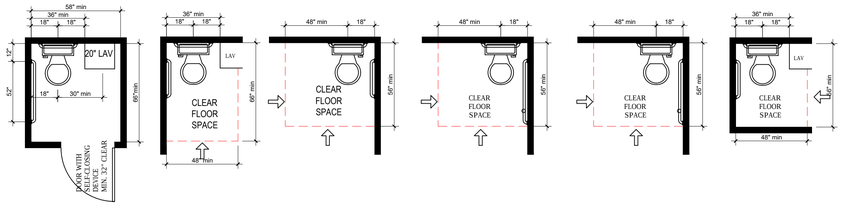


UNOBSTRUCTED SIDE REACH

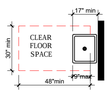


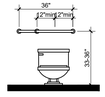


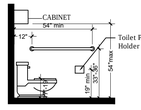
OBSTRUCTED HIGH SIDE REACH

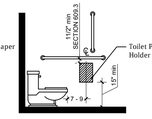


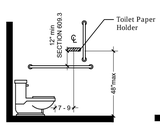
ADAPTABLE BATHROOM REQUIRED DIMENSIONS

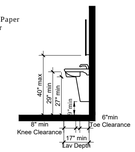


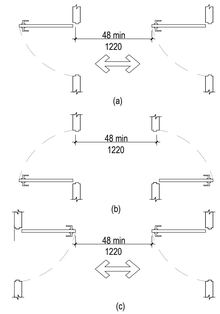




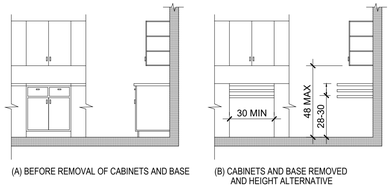






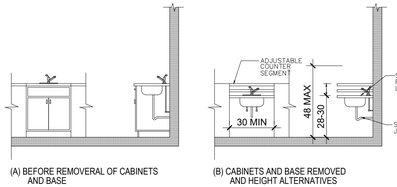


CLEARANCE REQUIREMENTS @
DOORS IN A SERIES



(A) BEFORE REMOVAL OF CABINETS AND BASE

(B) CABINETS AND BASE REMOVED
AND HEIGHT ALTERNATIVE



(A) BEFORE REMOVERAL OF CABINETS
AND BASE

(B) CABINETS AND BASE REMOVED
AND HEIGHT ALTERNATIVES

HANDICAP ADAPTABLE KITCHEN DETAIL

METAL PLATE DETAIL FOR GRAB BAR

GRAB BAR NOTE (2014 NYC BC APPENDIX P, P102.8.3 EXCEPTION):
GRAB BARS ARE **NOT REQUIRED** TO BE INSTALLED WHERE REINFORCEMENT FOR SUCH GRAB BARS IS INSTALLED AND LOCATED TO PERMIT FUTURE INSTALLATION OF GRAB BARS COMPLYING WITH SECTION P102.8.3.
PROPOSED:
1. GRAB BAR REINFORCEMENT TO BE INSTALLED PER DETAIL ON G-006.
2. NO GRAB BARS WILL BE INSTALLED UNLESS FUTURE TENANT WITH DISABILITIES REQUEST PRIOR TO MOVE IN.

505.10.1 TOP AND BOTTOM HANDRAIL EXTENSIONS AT RAMPS
RAMP HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING 12 INCHES (305 MM) MINIMUM BEYOND THE TOP AND BOTTOM OF RAMP RUNS. EXTENSIONS SHALL RETURN TO A WALL, GUARD, OR FLOOR, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT RAMP RUN.

505.4 HANDRAIL HEIGHT

ACCESSIBILITY NOTES

ACCESSIBILITY & USABILITY FOR THE PHYSICALLY HANDICAPPED SHALL BE PROVIDED IN PUBLIC AREAS. THE PROVISIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN NATIONAL INSTITUTE, INC. (ANSI A 117.1) AS REQUIRED BY THE NYC BUILDING CODE, SHOWN GRAPHICALLY ON THIS SHEET AND IN NOTES BELOW.

305 CLEAR FLOOR OR GROUND SPACE
305.1 GENERAL. CLEAR FLOOR OR GROUND SPACE SHALL COMPLY WITH 305.
305.2 FLOOR SURFACE. FLOOR SURFACES OF A CLEAR FLOOR SPACE SHALL COMPLY WITH SECTION 302. CHANGES IN LEVEL ARE NOT PERMITTED WITHIN THE CLEAR FLOOR SPACE. (EXCEPTION: SLOPES NOT STEEPER THAN 1:48 SHALL BE PERMITTED
305.3 SIZE. THE CLEAR FLOOR SPACE SHALL BE 48 INCHES MINIMUM IN LENGTH AND 30 INCHES MINIMUM IN WIDTH.
305.4 KNEE AND TOE CLEARANCE. UNLESS OTHERWISE SPECIFIED, CLEAR FLOOR OR GROUND SPACE SHALL BE PERMITTED TO INCLUDE KNEE AND TOE CLEARANCE COMPLYING WITH SECTION 306.

404 DOORS AND DOORWAYS
404.1 GENERAL. DOORS AND DOORWAYS THAT ARE PART OF AN ACCESSIBLE ROUTE SHALL COMPLY WITH SECTION 404
404.2.1 DOUBLE-LEAF DOORS AND GATES. AT LEAST ON OF THE ACTIVE LEAVES OF DOORWAYS WITH TWO LEAVES SHALL COMPLY WITH SECTION 404.2.2 AND 4.4.2.3
404.2.2 CLEAR WIDTH. DOORWAYS SHALL HAVE A CLEAR OPENING WIDTH OF 32 INCHES MINIMUM. CLEAR OPENING WIDTH OF DOORWAYS WITH SWINGING DOORS SHALL BE MEASURED BETWEEN THE FACE OF DOOR AND STOP, WITH THE DOOR OPEN 90 DEGREES. OPENINGS MORE THAT 24 INCHES IN DEPTH AT DOORS AND DOORWAYS WITHOUT DOORS SHALL PROVIDE A CLEAR OPENING WIDTH OF 36 INCHES MINIMUM. THERE SHALL BE NO PROJECTIONS INTO THE CLEAR OPENING WIDTH LOWER THAN 34 INCHES ABOVE THE FLOOR. PROJECTIONS INTO THE CLEAR OPENING WIDTH BETWEEN 34 INCHES AND 80 INCHES ABOVE THE FLOOR SHALL NOT EXCEED 4 INCHES.

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

ACCESSIBILITY NOTES

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

G - 005.00

UNIT COUNT TABLE - WITH Light & Air EASEMENT
(04.15.2022 updated)

	Studio	1 Bed	2 Bed	3 Bed	Total (MARKET RATE)	SRO	Total (W/ SRO)	ZFA (SF) *	GFA (SF) **	COMMENTS	
001								2,973.00	2,973.00		Tent. (2) Res Lobbies FA
002											
003	0	1	7	1	9	0	9	20,373.73	22,453.00		
004	4	3	13	2	22	0	22	18,896.16	21,351.00		
005	3	4	18	2	27	0	27	18,755.28	19,618.00		
006	2	2	19	3	26	0	26	18,755.28	19,618.00	007~010 & 012 - Same layout (one Studio to be combined with the adjacent unit, due to the MGE finding: telephone room has to stay)	
007	2	2	19	3	26	0	26	18,756.23	19,618.00		
008	2	2	19	3	26	0	26	18,756.23	19,618.00		
009	2	2	19	3	26	0	26	18,756.23	19,618.00		
010	2	2	19	3	26	0	26	18,734.11	19,618.00		
011	3	3	16	4	26	1	27	18,734.11	19,618.00		
012	2	2	19	3	26	0	26	18,734.11	19,618.00	(one Studio to be combined with the adjacent unit, due to the MGE finding	
014*	2	5	12	7	26	0	26	18,734.11	19,618.00	*Skipped the 13th floor.	
015*	2	1	8	6	17	1	18	13,635.34	14,361.00	(one Studio to be combined with the adjacent unit, due to the MGE finding	
016*	1	0	11	5	17	0	17	12,767.34	13,493.00		
017*	1	1	14	2	18	1	19	12,778.16	13,493.00		
018*	1	0	12	2	15	3	18	12,104.52	12,819.00	w/ Setback	
019*	2	0	14	1	17	1	18	11,996.78	12,819.00		
020*	2	1	6	5	14	4	18	12,136.63	12,819.00		
021*	1	5	4	1	11	12	23	11,440.78	12,099.00	w/ Setback	1 of 1 Studios are tight in size (can be swapped w/ SRO on the othe floor?)
022*	1	4	3	1	9	16	25	11,242.30	11,904.00		current Laundry conversion included; 1 of 1 Studios are tight in size
023*	1	0	11	3	15	0	15	11,242.30	11,904.00		
024*	0	0.5	0	1	1.5	0	1.5	6,214.91	6,545.00	w/ Setback	Special luxury unit layout + duplex manager unit, pending changes
025*	0	0.5	0	0	0.5	0	0.5	1,991.40	3,226.00		duplex manager unit, pending changes
Total	36	41	263	61	**401**	39	**440**	328,509.04	348,821.00		
%	8.98%	10.22%	65.59%	15.21%	**100.00%**					Max. D.U (ZFA / 680): ***	**483.10**
										Max. D.U (GFA / 680): ****	**512.97**

Room Count	**x 1**	**x 1**	**x 2**	**x 3**	**Total**
	36	**41**	**526**	**183**	**786**

Note:		
	*	ZFA & GFA #s are based on the zoning analysis done by R Wade Johnsong Design, PLLC, dated 08/31/2021.
	**	GFA #s are for comparison purpose
	***	TBD, assuming only the FA for 003~024 are for Residential conversion. The 001~002 are for non-Res use.
	****	TBD, assuming no deduction, the entire GFA is overbuilt and can be treated as ZFA
	SRO note	SRO (1856 & 1857) occupied by one tenant, presumably merged. Therefore, total SRO unit count is #39

PROJECT:

353 W. 57 TH ST
NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING
6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC
1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.
116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

TABLE
UNIT COUNT

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

G - 006.00

7 COLUMBUS CIRCLE

Date: 04.15

Note: * Due to the elimination of 13 from floor naming system, to match the jobsite condition, 14* = 13th floor ~ 23* = 22nd floor, etc.

UNIT - BY FLOOR

#	TYPE	ROOM	AREA	UNIT TYP.	BATH NEW	BATH RE-USE	KITCHEN
		FLOOR: 03					
1	2UNIQUE	300	690 SF	2 BED	2	0	4 Modules
2	TYP 2.0A	301	542 SF	2 BED	2	0	4 Modules
3	TYP 2.0A	302	561 SF	2 BED	2	0	Customized
4	1UNIQUE	303	557 SF	1 BED	1	0	4 Modules
5	3UNIQUE	304	1065 SF	3 BED	2	0	4 Modules
6	2UNIQUE	305	864 SF	2 BED	2	0	Customized
7	2UNIQUE	306	830 SF	2 BED	2	0	4 Modules
8	2UNIQUE	307	532 SF	2 BED	2	0	Customized
9	2UNIQUE	308	612 SF	2 BED	2	0	Customized
Sub-Total					17	0	
		FLOOR: 04					
1	TYP 3.0	400	1045 SF	3 BED	1	1	4 Modules
2	TYP 2.0	401	578 SF	2 BED	1	1	4 Modules
3	TYP 1.1	402	505 SF	1 BED	1	0	4 Modules
4	TYP 2.2	403	738 SF	2 BED	1	1	4 Modules
5	TYP 0.0	404	259 SF	STUDIO	1	0	3 Modules
6	TYP 2.0	405	559 SF	2 BED	1	1	4 Modules
7	TYP 2.0	406	537 SF	2 BED	1	1	4 Modules
8	TYP 2.0	407	529 SF	2 BED	1	1	4 Modules
9	TYP 1.0	408	344 SF	1 BED	1	0	4 Modules
10	TYP 2.0	409	574 SF	2 BED	1	1	4 Modules
11	TYP 2.0	410	537 SF	2 BED	1	1	4 Modules
12	0UNIQUE	411	420 SF	STUDIO	1	0	3 Modules
13	0UNIQUE	412	494 SF	STUDIO	1	0	3 Modules
14	TYP 2.0	414	566 SF	2 BED	1	1	4 Modules
15	TYP 2.0	415	540 SF	2 BED	1	1	4 Modules
16	TYP 2.1	416	554 SF	2 BED	1	1	4 Modules
17	1UNIQUE	417	623 SF	1 BED	1	0	3 Modules
18	TYP 0.1	418	292 SF	STUDIO	1	0	3 Modules
19	TYP 2.0	419	520 SF	2 BED	1	1	4 Modules
20	2UNIQUE	420	491 SF	2 BED	1	0	3 Modules
21	TYP 2.0	421	605 SF	2 BED	1	1	4 Modules
22	3UNIQUE	422	911 SF	3 BED	1	1	4 Modules
Sub-Total					22	14	
		FLOOR: 05 (new)					
1	TYP 3.0	500	1045 SF	3 BED	1	1	4 Modules
2	TYP 2.0	501	578 SF	2 BED	1	1	4 Modules
3	TYP 1.1	502	505 SF	1 BED	1	0	4 Modules
4	TYP 2.2	503	738 SF	2 BED	1	1	4 Modules
5	TYP 0.0	504	259 SF	STUDIO	1	0	3 Modules
6	TYP 2.0	505	559 SF	2 BED	1	1	4 Modules
7	TYP 2.3	506	572 SF	2 BED	0	2	Customized
8	TYP 2.0	507	529 SF	2 BED	1	1	4 Modules
9	TYP 2.0	508	534 SF	2 BED	2	0	4 Modules
10	TYP 2.0	509	574 SF	2 BED	1	1	4 Modules
11	TYP 2.0	510	520 SF	2 BED	1	1	4 Modules
12	TYP 2.0B	511	521 SF	2 BED	2	0	4 Modules
13	TYP 1.0	512	375 SF	1 BED	1	0	3 Modules
14	0UNIQUE	514	453 SF	STUDIO	1	0	3 Modules
15	1UNIQUE	515	487 SF	1 BED	1	0	3 Modules
16	TYP 2.0	516	566 SF	2 BED	1	1	4 Modules
17	TYP 2.0E	517	493 SF	2 BED	2	0	4 Modules
18	TYP 2.0	518	540 SF	2 BED	1	1	4 Modules
19	TYP 2.0	519	508 SF	2 BED	1	1	4 Modules
20	TYP 2.1	520	562 SF	2 BED	1	1	4 Modules
21	TYP 2.1	521	628 SF	2 BED	1	1	4 Modules
22	1UNIQUE	522	478 SF	1 BED	1	0	3 Modules
23	TYP 0.1	523	292 SF	STUDIO	1	0	3 Modules
24	TYP 2.0	524	520 SF	2 BED	1	1	4 Modules
25	TYP 2.0	525	536 SF	2 BED	1	1	4 Modules
26	TYP 2.0	526	607 SF	2 BED	1	1	4 Modules
27	TYP 3.2	527	954 SF	3 BED	1	1	4 Modules
Sub-Total					29	18	
		FLOOR: 06 (updated)					
1	TYP 3.0	600	1044 SF	3 BED	1	1	4 Modules
2	TYP 2.0	601	577 SF	2 BED	1	1	4 Modules
3	TYP 1.1	602	505 SF	1 BED	1	0	4 Modules
4	TYP 2.2	603	716 SF	2 BED	1	1	4 Modules
5	TYP 0.0	604	281 SF	STUDIO	1	0	3 Modules
6	TYP 2.0	605	559 SF	2 BED	1	1	4 Modules
7	TYP 2.3	606	580 SF	2 BED	0	2	Customized
8	TYP 2.0	607	529 SF	2 BED	1	1	4 Modules
9	TYP 2.0	608	534 SF	2 BED	2	0	4 Modules
10	TYP 2.0	609	574 SF	2 BED	1	1	4 Modules
11	TYP 2.0	610	520 SF	2 BED	1	1	4 Modules
12	TYP 2.0	611	521 SF	2 BED	2	0	4 Modules
13	TYP 1.0	612	348 SF	1 BED	1	0	3 Modules
14	TYP 2.0B	614	574 SF	2 BED	2	0	4 Modules
15	TYP 2.0D	615	635 SF	2 BED	1	1	4 Modules
16	TYP 2.0	616	558 SF	2 BED	1	1	4 Modules
17	TYP 2.4	617	655 SF	2 BED	1	1	4 Modules
18	TYP 2.0	618	529 SF	2 BED	1	1	4 Modules
19	TYP 2.0	619	504 SF	2 BED	1	1	4 Modules
20	TYP 3.1	620	1009 SF	3 BED	1	1	Customized
21	TYP 2.1	621	560 SF	2 BED	1	1	4 Modules
22	TYP 0.1	622	292 SF	STUDIO	1	0	3 Modules
23	TYP 2.0	623	521 SF	2 BED	1	1	4 Modules
24	TYP 2.0	624	534 SF	2 BED	1	1	4 Modules
25	TYP 2.0	625	620 SF	2 BED	1	1	4 Modules
26	TYP 3.2	626	959 SF	3 BED	1	1	4 Modules
Sub-Total					28	20	
		FLOOR: 07,08,09,10 & 12 (updated)					
1	TYP 3.0	700	1049 SF	3 BED	1	1	4 Modules
2	TYP 2.0	701	579 SF	2 BED	1	1	4 Modules
3	TYP 1.1	702	505 SF	1 BED	1	0	4 Modules
4	TYP 2.2	703	738 SF	2 BED	1	1	4 Modules
5	TYP 0.0	704	259 SF	STUDIO	1	0	3 Modules
6	TYP 2.0	705	559 SF	2 BED	1	1	4 Modules
7	TYP 2.3A	706	579 SF	2 BED	1	1	Customized
8	TYP 2.0	707	529 SF	2 BED	1	1	4 Modules
9	TYP 2.0C	708	530 SF	2 BED	1	1	4 Modules
10	TYP 2.0	709	574 SF	2 BED	1	1	4 Modules
11	TYP 2.0	710	524 SF	2 BED	0	2	4 Modules
12	TYP 2.0	711	521 SF	2 BED	1	1	4 Modules
13	TYP 1.0	712	348 SF	1 BED	1	0	3 Modules
14	TYP 2.0B	714	574 SF	2 BED	2	0	4 Modules
15	TYP 2.0D	715	635 SF	2 BED	1	1	4 Modules
16	TYP 2.0	716	558 SF	2 BED	1	1	4 Modules
17	TYP 2.4	717	654 SF	2 BED	1	1	4 Modules
18	TYP 2.0	718	529 SF	2 BED	1	1	4 Modules
19	TYP 2.0	719	527 SF	2 BED	1	1	4 Modules
20	TYP 3.1	720	991 SF	3 BED	1	1	Customized
21	TYP 2.1	721	549 SF	2 BED	1	1	4 Modules
22	TYP 0.1	722	292 SF	STUDIO	1	0	3 Modules
23	TYP 2.0	723	521 SF	2 BED	1	1	4 Modules
24	TYP 2.0	724	534 SF	2 BED	1	1	4 Modules
25	TYP 3.2	725	991 SF	3 BED	1	1	4 Modules
26	TYP 2.0	726	605 SF	2 BED	1	1	4 Modules
Sub-Total					26	22	
		FLOOR: 08					
1	TYP 3.0	700	1049 SF	3 BED	1	1	4 Modules
2	TYP 2.0	701	579 SF	2 BED	1	1	4 Modules
3	TYP 1.1	702	505 SF	1 BED	1	0	4 Modules
4	TYP 2.2	703	738 SF	2 BED	1	1	4 Modules
5	TYP 0.0	704	259 SF	STUDIO	1	0	3 Modules
6	TYP 2.0	705	559 SF	2 BED	1	1	4 Modules
7	TYP 2.3A	706	579 SF	2 BED	1	1	Customized
8	TYP 2.0	707	529 SF	2 BED	1	1	4 Modules
9	TYP 2.0C	708	530 SF	2 BED	1	1	4 Modules
10	TYP 2.0	709	574 SF	2 BED	1	1	4 Modules
11	TYP 2.0	710	524 SF	2 BED	0	2	4 Modules
12	TYP 2.0	711	521 SF	2 BED	1	1	4 Modules
13	TYP 1.0	712	348 SF	1 BED	1	0	3 Modules
14	TYP 2.0B	714	574 SF	2 BED	2	0	4 Modules
15	TYP 2.0D	715	635 SF	2 BED	1	1	4 Modules
16	TYP 2.0	716	558 SF	2 BED	1	1	4 Modules
17	TYP 2.4	717	654 SF	2 BED	1	1	4 Modules
18	TYP 2.0	718	529 SF	2 BED	1	1	4 Modules
19	TYP 2.0	719	527 SF	2 BED	1	1	4 Modules
20	TYP 3.1	720	991 SF	3 BED	1	1	Customized
21	TYP 2.1	721	549 SF	2 BED	1	1	4 Modules
22	TYP 0.1	722	292 SF	STUDIO	1	0	3 Modules
23	TYP 2.0	723	521 SF	2 BED	1	1	4 Modules
24	TYP 2.0	724	534 SF	2 BED	1	1	4 Modules
25	TYP 3.2	725	991 SF	3 BED	1	1	4 Modules
26	TYP 2.0	726	605 SF	2 BED	1	1	4 Modules
Sub-Total					26	22	
		FLOOR: 09					
1	TYP 3.0	700	1049 SF	3 BED	1	1	4 Modules
2	TYP 2.0	701	579 SF	2 BED	1	1	4 Modules
3	TYP 1.1	702	505 SF	1 BED	1	0	4 Modules
4	TYP 2.2	703	738 SF	2 BED	1	1	4 Modules
5	TYP 0.0	704	259 SF	STUDIO	1	0	3 Modules
6	TYP 2.0	705	559 SF	2 BED	1	1	4 Modules
7	TYP 2.3A	706	579 SF	2 BED	1	1	Customized
8	TYP 2.0	707	529 SF	2 BED	1	1	4 Modules
9	TYP 2.0C	708	530 SF	2 BED	1	1	4 Modules
10	TYP 2.0	709	574 SF	2 BED	1	1	4 Modules
11	TYP 2.0	710	524 SF	2 BED	0	2	4 Modules
12	TYP 2.0	711	521 SF	2 BED	1	1	4 Modules
13	TYP 1.0	712	348 SF	1 BED	1	0	3 Modules
14	TYP 2.0B	714	574 SF	2 BED	2	0	4 Modules
15	TYP 2.0D	715	635 SF	2 BED	1	1	4 Modules
16	TYP 2.0	716	558 SF	2 BED	1	1	4 Modules
17	TYP 2.4	717	654 SF	2 BED	1	1	4 Modules
18	TYP 2.0	718	529 SF	2 BED	1	1	4 Modules
19	TYP 2.0	719	527 SF	2 BED	1	1	4 Modules
20	TYP 3.1	720	991 SF	3 BED	1	1	Customized
21	TYP 2.1	721	549 SF	2 BED	1	1	4 Modules
22	TYP 0.1	722	292 SF	STUDIO	1	0	3 Modules
23	TYP 2.0	723	521 SF	2 BED	1	1	4 Modules
24	TYP 2.0	724	534 SF	2 BED	1	1	4 Modules
25	TYP 3.2	725	991 SF	3 BED	1	1	4 Modules
26	TYP 2.0	726	605 SF	2 BED	1	1	4 Modules
Sub-Total					26	22	
		FLOOR: 10					
1	TYP 3.0	700	1049 SF	3 BED	1	1	4 Modules
2	TYP 2.0	701	579 SF	2 BED	1	1	4 Modules
3	TYP 1.1	702	505 SF	1 BED	1	0	4 Modules
4	TYP 2.2	703	738 SF	2 BED	1	1	4 Modules
5	TYP 0.0	704	259 SF	STUDIO	1	0	3 Modules
6	TYP 2.0	705	559 SF	2 BED	1	1	4 Modules
7	TYP 2.3A	706	579 SF	2 BED	1	1	Customized
8	TYP 2.0	707	529 SF	2 BED	1	1	4 Modules
9	TYP 2.0C	708	530 SF	2 BED	1	1	4 Modules
10	TYP 2.0	709	574 SF	2 BED	1	1	4 Modules
11	TYP 2.0	710	524 SF	2 BED	0	2	4 Modules
12	TYP 2.0	711	521 SF	2 BED	1	1	4 Modules
13	TYP 1.0	712	348 SF	1 BED	1	0	3 Modules
14	TYP 2.0B	714	574 SF	2 BED	2	0	4 Modules
15	TYP 2.0D	715	635 SF	2 BED	1	1	4 Modules
16	TYP 2.0	716	558 SF	2 BED	1	1	4 Modules
17	TYP 2.4	717	654 SF	2 BED	1	1	4 Modules
18	TYP 2.0	718	529 SF	2 BED	1	1	4 Modules
19	TYP 2.0	719	527 SF	2 BED	1	1	4 Modules
20	TYP 3.1	720	991 SF	3 BED	1	1	Customized
21	TYP 2.1	721	549 SF	2 BED	1	1	4 Modules
22	TYP 0.1	722	292 SF	STUDIO	1	0	3 Modules
23	TYP 2.0	723	521 SF	2 BED	1	1	4 Modules
24	TYP 2.0	724	534 SF	2 BED	1	1	4 Modules
25	TYP 3.2	725	991 SF	3 BED	1	1	4 Modules
26	TYP 2.0	726	605 SF	2 BED	1	1	4 Modules
Sub-Total					26	22	
		FLOOR: 12					
1	TYP 3.0	700	1049 SF	3 BED	1	1	4 Modules
2	TYP 2.0	701	579 SF	2 BED	1	1	4 Modules
3	TYP 1.1	702	505 SF	1 BED	1	0	4 Modules
4	TYP 2.2	703	738 SF	2 BED	1	1	4 Modules
5	TYP 0.0	704	259 SF	STUDIO	1	0	3 Modules
6	TYP 2.0	705	559 SF	2 BED	1	1	4 Modules
7	TYP 2.3A	706	579 SF	2 BED	1	1	Customized
8	TYP 2.0	707	529 SF	2 BED	1	1	4 Modules
9	TYP 2.0C	708	530 SF	2 BED	1	1	4 Modules
10	TYP 2.0	709	574 SF	2 BED	1	1	4 Modules
11	TYP 2.0	710	524 SF	2 BED	0	2	4 Modules
12	TYP 2.0	711	521 SF	2 BED	1	1	4 Modules
13	TYP 1.0	712	348 SF	1 BED	1	0	3 Modules
14	TYP 2.0B	714	574 SF	2 BED	2	0	4 Modules
15	TYP 2.0D	715	635 SF	2 BED	1	1	4 Modules
16	TYP 2.0	716	558 SF	2 BED	1	1	4 Modules
17	TYP 2.4	717	654 SF	2 BED	1	1	4 Modules
18	TYP 2.0	718	529 SF	2 BED	1	1	4 Modules
19	TYP 2.0	719	527 SF	2 BED	1	1	4 Modules
20	TYP 3.1	720	991 SF	3 BED	1	1	Customized
21	TYP 2.1	721	549 SF	2 BED	1	1	4 Modules
22	TYP 0.1	722	292 SF	STUDIO	1	0	3 Modules
23	TYP 2.0	723	521 SF	2 BED	1	1	4 Modules
24	TYP 2.0	724	534 SF	2 BED	1	1	4 Modules
25	TYP 3.2	725	991 SF	3 BED	1	1	4 Modules
26	TYP 2.0	726	605 SF	2 BED	1	1	4 Modules
Sub-Total					26	22	
		FLOOR: 11 (new)					
1	TYP 3.0	1100	1047 SF	3 BED	1	1	4 Modules
2	TYP 2.0	1101	594 SF	2 BED	1	1	4 Modules
3	TYP 1.1	1102	505 SF	1 BED	1	0	4 Modules
4	TYP 2.2	1103	738 SF	2 BED	2	0	4 Modules
5	TYP 0.0	1104	259 SF	STUDIO	1	0	3 Modules
6	TYP 2.0B	1105	567 SF	2 BED	2	0	4 Modules
7	TYP 2.3	1106	578 SF	2 BED	1	1	4 Modules
8	TYP 2.0	1107	537 SF	2 BED	1	1	4 Modules
9	TYP 2.0B	1108	526 SF	2 BED	2	0	4 Modules
10	TYP 2.0B	1109	582 SF	2 BED	2	0	4 Modules
11	TYP 2.0	1110	529 SF	2 BED	1	1	4 Modules
12	TYP 2.0	1111	525 SF	2 BED	1	1	4 Modules
13	TYP 1.0	1112	348 SF	1 BED	1	0	3 Modules
14	TYP 1.0	1114	360 SF	1 BED	1	0	3 Modules
15	3UNIQUE	1115	849 SF	3 BED	1	1	Customized
16	TYP 2.0	1116	577 SF	2 BED	1	1	4 Modules
17	TYP 2.4	1117	663 SF	2 BED	1	1	4 Modules
18	TYP 2.0	1118	531 SF	2 BED	2	0	4 Modules
19	TYP 2.0B	1119	533 SF	2 BED	2	0	4 Modules
20	TYP 3.1	1120	991 SF	3 BED	1	1	Customized
21	TYP 2.1	1121	556 SF	2 BED	2	0	4 Modules
22	TYP 0.1	1122	292 SF	STUDIO	1	0	3 Modules
23	TYP 2.0E	1123	524 SF	2 BED	2	0	4 Modules
24	0UNIQUE	1124	297 SF	STUDIO	1	0	3 Modules
25	TYP 2.0E	1125	613 SF	2 BED	2	0	4 Modules
26	3UNIQUE	1126	840 SF	3 BED	2	0	4 Modules
Sub-Total					36	10	
		FLOOR: 14* (new)					
1	TYP 3.0	1400	1047 SF	3 BED	1	1	4 Modules
2	TYP 2.0	1401	594 SF	2 BED	1	1	4 Modules
3	TYP 1.1	1402	517 SF	1 BED	1	0	4 Modules
4	TYP 2.2	1403	748 SF	2 BED	1	1	4 Modules
5	TYP 0.0	1404	253 SF	STUDIO	1	0	3 Modules
6	TYP 1.0	1405	387 SF	1 BED	1	0	4 Modules
7	TYP 2.0	1406	583 SF	2 BED	1	1	4 Modules
8	TYP 3.3	1407	716 SF	3 BED	2	0	Customized
9	TYP 2.0	1408	533 SF	2 BED	1	1	4 Modules
10	TYP 2.0	1409	598 SF	2 BED	1	1	4 Modules
11	TYP 2.0	1410	522 SF	2 BED	1	1	4 Modules
12	TYP 2.0	1411	534 SF	2 BED	1	1	4 Modules
13	TYP 1.0	1412	353 SF	1 BED	1	0	3 Modules
14	TYP 1.0	1414	341 SF	1 BED	1	0	3 Modules
15	3UNIQUE	1415	855 SF	3 BED	1	1.5	Customized
16	TYP 2.0	1416	546 SF	2 BED	1	1	4 Modules
17	TYP 2.0E	1417	511 SF	2 BED	2	0	4 Modules
18	TYP 3.3	1418	720 SF	3 BED	2	0	Customized
19	TYP 3.3	1419	703 SF	3 BED	2	0	Customized
20	1UNIQUE	1420	409 SF	1 BED	1	0	4 Modules
21	3UNIQUE	1421	971 SF	3 BED	1	2	4 Modules
22	TYP 0.1	1422	270 SF	STUDIO	1	0	3 Modules
23	TYP 2.0	1423	519 SF	2 BED	1	1	4 Modules
24	TYP 2.0	1424	534 SF	2 BED	1	1	4 Modules
25	TYP 2.0	1425	625 SF	2 BED	1	1	4 Modules
26	3UNIQUE	1426	983 SF	3 BED	1	1	4 Modules
Sub-Total					30	16.5	
		FLOOR: 15* (updated, + 2 units)					
1	TYP 2.0F	1500	605 SF	2 BED	1	1	4 Modules
2	TYP 3.3	1501	711 SF	3 BED	2	0	Customized
3	TYP 2.0	1502	528 SF	2 BED	1	1	4 Modules
4	3UNIQUE	1503	788 SF	3 BED	1	1	Customized
5	TYP 2.0	1504	531 SF	2 BED	1	1	4 Modules
6	TYP 2.0	1505	527 SF	2 BED	1	1	4 Modules
7	TYP 1.0	1506	352 SF	1 BED	1	0	3 Modules
8	TYP 3.4	1507	893 SF	3 BED	2	0	Customized
9	TYP 2.0E	1508	496 SF	2 BED	2	0	4 Modules
10	TYP 3.3	1509	710 SF	3 BED	2	0	Customized
11	TYP 3.3	1510	698 SF	3 BED	2	0	Customized
12	TYP 2.0E	1511	496 SF	2 BED	2	0	4 Modules
13	TYP 3.5	1512	752 SF	3 BED	1	1	Customized
14	TYP 0.2	1514	267 SF	STUDIO	1	0	3 Modules
15	TYP 0.1	1515	290 SF	STUDIO	1	0	3 Modules
16	TYP 2.0E	1516	515 SF	2 BED	2	0	4 Modules
17	TYP 2.5	1517	559 SF	2 BED	1	1	4 Modules
Sub-Total					24	7	
		FLOOR: 16* (new)					
1	TYP 2.0F	1600	605 SF	2 BED	1	1	4 Modules
2	TYP 2.0F	1601	596 SF	2 BED	1	1	4 Modules
3	TYP 2.0	1602	527 SF	2 BED	1	1	4 Modules
4	TYP 2.0	1603	541 SF	2 BED	1	1	4 Modules
5	TYP 3.3	1604	704 SF	3 BED	2	0	Customized
6	TYP 2.0	1605	593 SF	2 BED	1	1	4 Modules
7	TYP 3.3	1606	708 SF	3 BED	2	0	Customized
8	TYP 3.4	1607	894 SF	3 BED	2	0	Customized
9	TYP 2.0	1608	560 SF	2 BED	1	1	4 Modules
10	TYP 2.0E	1609	499 SF	2 BED	2	0	4 Modules
11	TYP 2.0B	1610	529 SF	2 BED	2	0	4 Modules
12	TYP 3.3	1611	711 SF	3 BED	2	0	Customized
13	TYP 2.1	1612	593 SF	2 BED	2	0	4 Modules
14	TYP 3.5	1614	765 SF	3 BED	1	1	Customized
15	TYP 0.1	1615	280 SF	STUDIO	1	0	3 Modules
16	TYP 2.0	1616	519 SF	2 BED	1	1	4 Modules
17	TYP 2.5	1617	582 SF	2 BED	1	1	4 Modules
Sub-Total					24	9	
		FLOOR: 17* (new)					
1	TYP 2.0F	1700	605 SF	2 BED	1	1	4 Modules
2	TYP 2.0F	1701	600 SF	2 BED	1	1	4 Modules
3	TYP 2.0	1702	527 SF	2 BED	1	1	4 Modules
4	TYP 2.0	1703	541 SF	2 BED	1	1	4 Modules
5	TYP 2.0	1704	529 SF	2 BED	1	1	4 Modules
6	TYP 2.0	1705	593 SF	2 BED	1	1	4 Modules
7	TYP 2.0	1706	524 SF	2 BED	1	1	4 Modules
8	TYP 2.0	1707	537 SF	2 BED	1	1	4 Modules
9	1UNIQUE	1708	423 SF	1 BED	1	0	3 Modules
10	TYP 2.0	1709	554 SF	2 BED	1	1	4 Modules
11	TYP 2.0E	1710	499 SF	2 BED	2	0	4 Modules
12	TYP 2.0B	1711	523 SF	2 BED	2	0	4 Modules
13	TYP 3.3	1712	715 SF	3 BED	2	0	Customized
14	TYP 3.5	1714	765 SF	3 BED	1	1	Customized
15	TYP 2.1	1715	571 SF	2 BED	1	1	4 Modules
16	TYP 0.1	1716	276 SF	STUDIO	1	0	3 Modules
17	TYP 2.0	1717	519 SF	2 BED	1	1	4 Modules
18	TYP 2.5	1718	582 SF	2 BED	1	1	4 Modules
Sub-Total					21	13	
		FLOOR: 18* (updated, + 1 unit)					
1	TYP 2.0F	1800	605 SF	2 BED	2	0	4 Modules
2	TYP 3.3	1801	720 SF	3 BED	2	0	Customized
3	TYP 2.0	1802	523 SF	2 BED	1	1	4 Modules
4	TYP 2.0	1803	579 SF	2 BED	1	1	4 Modules
5	TYP 3.3	1804	710 SF	3 BED	2	0	Customized
6	TYP 2.0B	1805	529 SF	2 BED	2	0	4 Modules
7	TYP 2.6	1806	649 SF	2 BED	1	1	4 Modules
8	TYP 2.0E	1807	506 SF	2 BED	2	0	4 Modules
9	TYP 2.0	1808	556 SF	2 BED	1	1	4 Modules
10	TYP 2.0	1809	534 SF	2 BED	1	1	4 Modules
11	TYP 2.0B	1810	543 SF	2 BED	2	0	4 Modules
12	2UNIQUE	1811	627 SF	2 BED	2	0	4 Modules
13	TYP 2.1	1812	571 SF	2 BED	1	1	4 Modules
14	TYP 0.1	1814	290 SF	STUDIO	1	0	3 Modules
15	TYP 2.0E	1815	519 SF	2 BED	2	0	4 Modules
Sub-Total					23	6	
		FLOOR: 19* (updated, + 2 units)					
1	TYP 2.0F	1900	601 SF	2 BED	1	1	4 Modules
2	TYP 2.0	1901	607 SF	2 BED	1	1	4 Modules
3	TYP 2.0	1902	519 SF	2 BED	1	1	4 Modules
4	TYP 2.0	1903	536 SF	2 BED	2	0	4 Modules
5	TYP 3.3	1904	704 SF	3 BED	2	0	Customized
6	TYP 2.0	1905	582 SF	2 BED	1	1	4 Modules
7	TYP 2.0	1906	525 SF	2 BED	1	1	4 Modules
8	TYP 2.6	1907	654 SF	2 BED	1	1	4 Modules
9	TYP 2.0E	1908	501 SF	2 BED	2	0	4 Modules
10	TYP 2.0	1909	525 SF	2 BED	1	1	4 Modules
11	TYP 2.4	1910	534 SF	2 BED	2	0	4 Modules
12	TYP 2.0	1911	496 SF	2 BED	2	0	4 Modules
13	2UNIQUE	1912	627 SF	2 BED	1	1	4 Modules
14	TYP 0.2	1914	267 SF	STUDIO	1	0	3 Modules
15	TYP 0.1	1915	289 SF	STUDIO	1	0	3 Modules
16	TYP 2.0E	1916	515 SF	2 BED	2	0	4 Modules
17	TYP 2.5	1917	564 SF	2 BED	2	0	4 Modules
Sub-Total					24	8	
		FLOOR: 20* (updated, + 2 units)					
1	TYP 2.0	2000	607 SF	2 BED	1	1	4 Modules
2	TYP 2.0	2001	534 SF	2 BED	1	1	4 Modules
3	1UNIQUE	2002	345 SF	1 BED	1	0	3 Modules
4	3UNIQUE	2003	785 SF	3 BED	1	1	Customized
5	TYP 3.6	2004	708 SF	3 BED	1	1	Customized
6	TYP 2.6	2005	651 SF	2 BED	1	1	4 Modules
7	TYP 3.3	2006	700 SF	3 BED	2	0	Customized
8	TYP 3.3	2007	717 SF	3 BED	1	1	Customized
9	TYP 2.0E	2008	495 SF	2 BED	2	0	4 Modules
10	3UNIQUE	2009	777 SF	3 BED	1	1	3 Modules
11	TYP 0.2	2010	267 SF	STUDIO	1	0	3 Modules
12	TYP 0.1	2011	292 SF	STUDIO	1	0	3 Modules
13	TYP 2.0	2012	516 SF	2 BED	1	1	4 Modules
14	TYP 2.5	2014	564 SF	2 BED	1	1	4 Modules
Sub-Total					16	9	
		FLOOR: 21* (updated)					
1	TYP 1.2	2100	413 SF	1 BED	1	0	3 Modules
2	TYP 1.0	2101	355 SF	1 BED	1	0	3 Modules
3	1UNIQUE	2102	398 SF	1 BED	1	0	3 Modules
4	TYP 2.0E	2103	524 SF	2 BED	2	0	4 Modules
5	TYP 2.0	2104	564 SF	2 BED	1	1	4 Modules
6	TYP 3.6	2105	677 SF	3 BED	1	1	4 Modules
7	1UNIQUE	2106	348 SF	1 BED	1	0	3 Modules
8	1UNIQUE	2107	424 SF	1 BED	1	0	3 Modules
9	TYP 2.1	2108	566 SF	2 BED	1	1	4 Modules
10	TYP 0.1	2109	293 SF	STUDIO	1	0	3 Modules
11	TYP 2.0E	2110	519 SF	2 BED	2	0	4 Modules
Sub-Total					13	3	
		FLOOR: 22* (updated, + 1 unit)					
1	TYP 1.2	2200	414 SF	1 BED	1	0	3 Modules
2	TYP 2.0	2201	534 SF	2 BED	1	1	4 Modules
3	TYP 3.3	2202	706 SF	3 BED	2	0	Customized
4	2UNIQUE	2203	575 SF	2 BED	1	1	Customized
5	TYP 2.0E	2204	495 SF	2 BED	2	0	4 Modules
6	1UNIQUE	2205	460 SF	1 BED	1	0	3 Modules
7	0UNIQUE	2206	238 SF	STUDIO	1	0	3 Modules
8	1UNIQUE	2207	370 F	1 BED	1	0	3 Modules
9	1UNIQUE	2208	409 SF	1 BED	1	0	3 Modules
Sub-Total					11	2	
		FLOOR: 23* (updated, + 1 unit)					
1	TYP 2.0F	2300	603 SF	2 BED	1	1	4 Modules
2	TYP 2.0	2301	605 SF	2 BED	1	1	4 Modules
3	TYP 2.0B	2302	526 SF	2 BED	2	0	4 Modules
4	TYP 2.0	2303	537 SF	2 BED	1	1	4 Modules
5	TYP 2.0	2304	531 SF	2 BED	1	1	4 Modules
6	TYP 2.0	2305	579 SF	2 BED	1	1	4 Modules
7	TYP 3.3	2306	724 SF	3 BED	1	1	Customized
8	TYP 2.0	2307	549 SF	2 BED	1	1	4 Modules
9	TYP 3.6	2308	696 SF	3 BED	1	1	4 Modules
10	TYP 2.0	2309	531 SF	2 BED	1	1	4 Modules
11	TYP 3.6	2310	792 SF	3 BED	1	1	3 Modules
12	TYP 2.1	2311	568 SF	2 BED	1	1	4 Modules
13	TYP 0.1	2312	292 SF	STUDIO	1	0	3 Modules
14	TYP 2.0F	2314	519 SF	2 BED	1	1	4 Modules
15	TYP 2.5	2315	564 SF	2 BED	1	1	3 Modules
Sub-Total					16	13	

Studio	**36**	**8.98%**	
TYP 0.0	10	2.49%	
TYP 0.1	18	4.49%	
TYP 0.2	3	0.75%	
0UNIUQE	5	1.25%	
1 Bedroom	**40**	**9.98%**	
TYP 1.0	15	3.74%	
TYP 1.1	10	2.49%	
TYP 1.2	2	0.50%	
1UNIQUE	13	3.24%	
2 Bedroom	**263**	**65.59%**	
TYP 2.0	149	37.16%	50.87%
TYP 2.0A	2	0.50%	
TYP 2.0B	16	3.99%	
TYP 2.0C	5	1.25%	
TYP 2.0D	6	1.50%	
TYP 2.0E	17	4.24%	
TYP 2.0F	9	2.24%	
TYP 2.1	15	3.74%	
TYP 2.2	10	2.49%	
TYP 2.3	3	0.75%	
TYP 2.3A	5	1.25%	
TYP 2.4	8	2.00%	
TYP 2.5	6	1.50%	
TYP 2.6	3	0.75%	
2UNIQUE	9	2.24%	
3 Bedroom	**60**	**15.00%**	
TYP 3.0	10	2.50%	
TYP 3.1	7	1.75%	
TYP 3.2	7	1.75%	
TYP 3.3	17	4.25%	
TYP 3.4	2	0.50%	
TYP 3.5	3	0.75%	
TYP 3.6	4	1.00%	
3UNIQUE	10	2.50%	

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

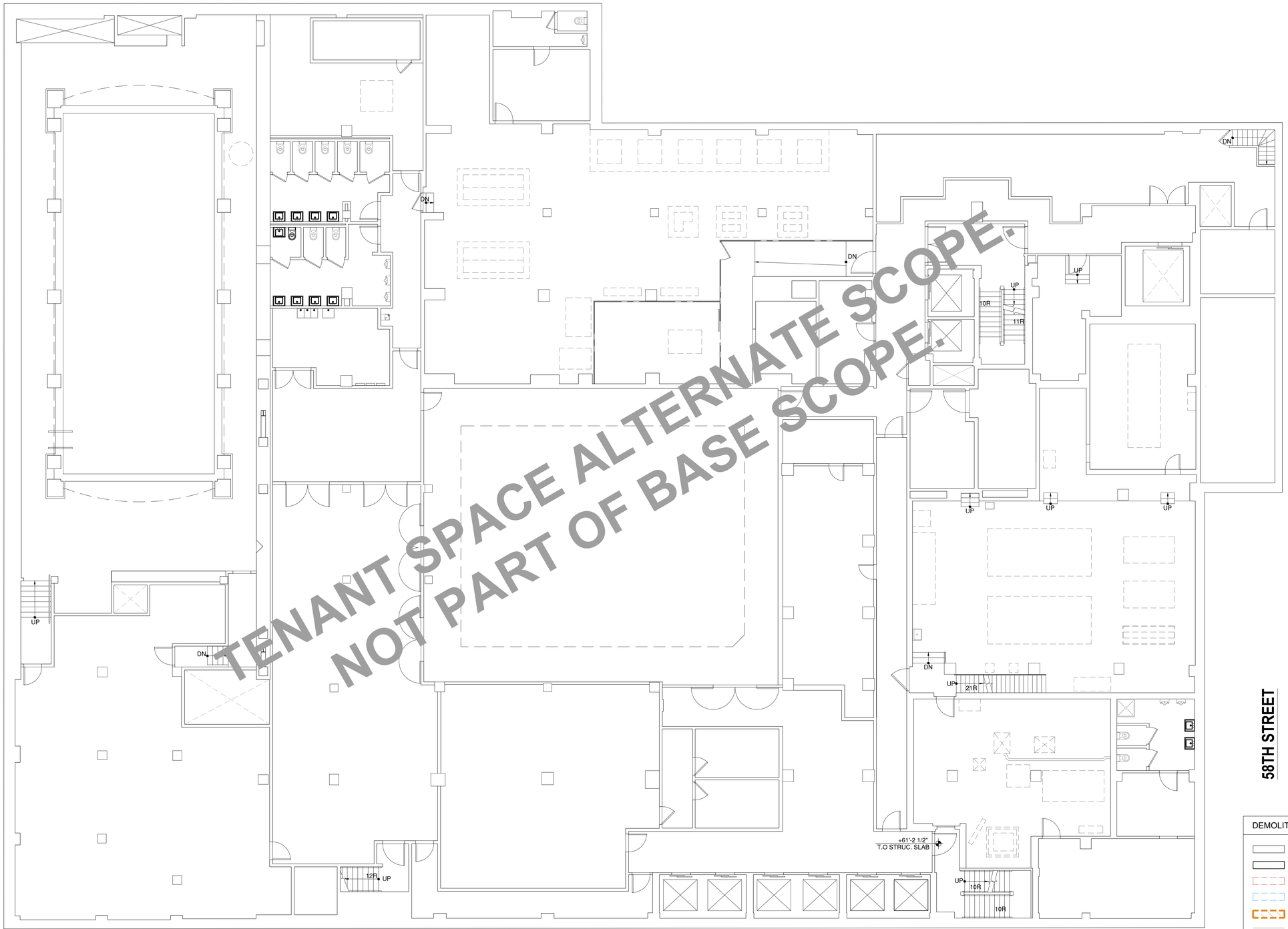
DRAWING TITLE:

TABLE
UNIT BY FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

G - 007.00



1 DEMOLITION PLAN - SUB-CELLAR
SCALE: 1/8" = 1'-0"

DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

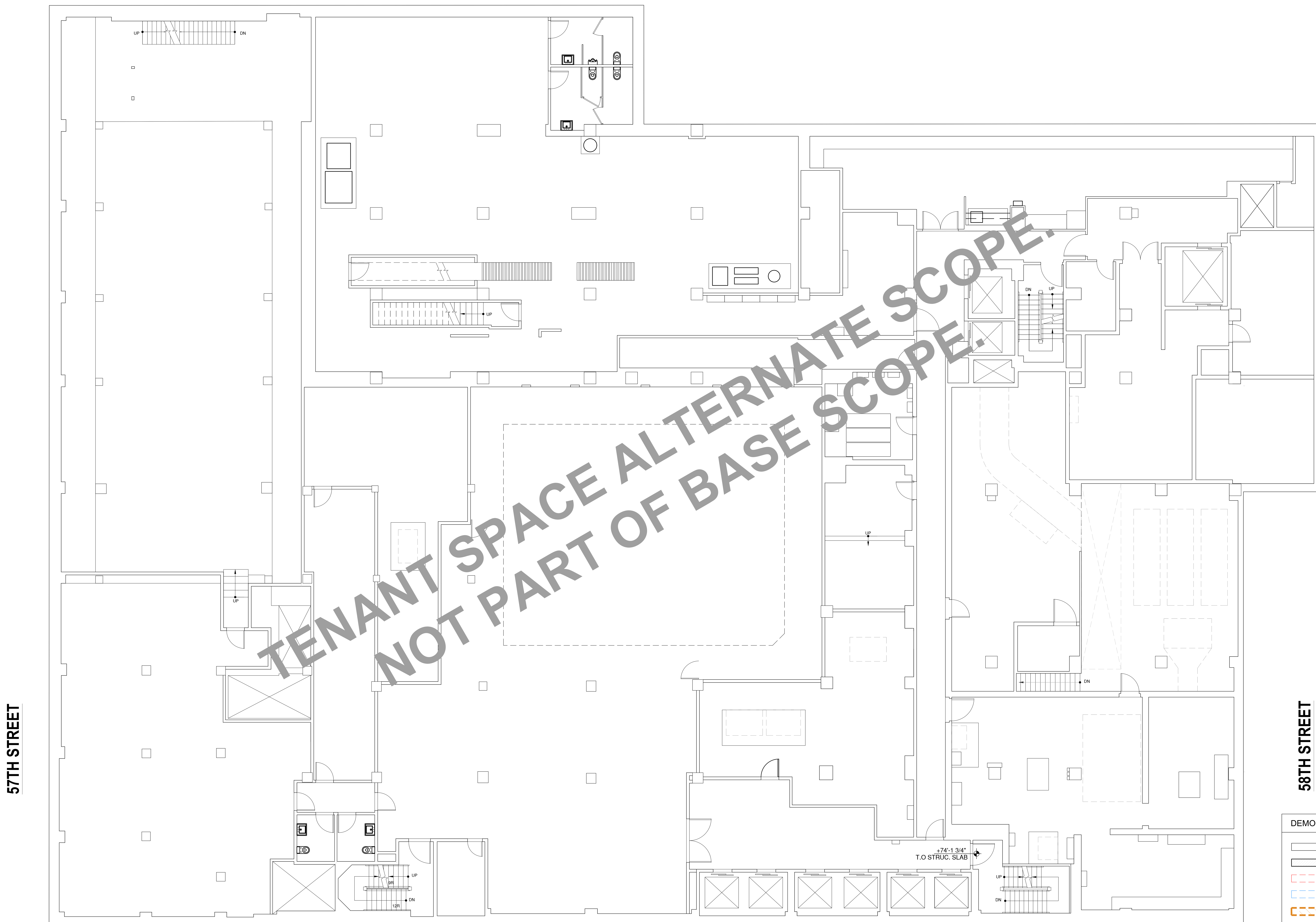
DRAWING TITLE:

DEMOLITION PLAN
SUB-CELLAR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-100.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - CELLAR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022	50% CD SUBMISSION
04.04.2022	SD SUBMISSION

SEAL:

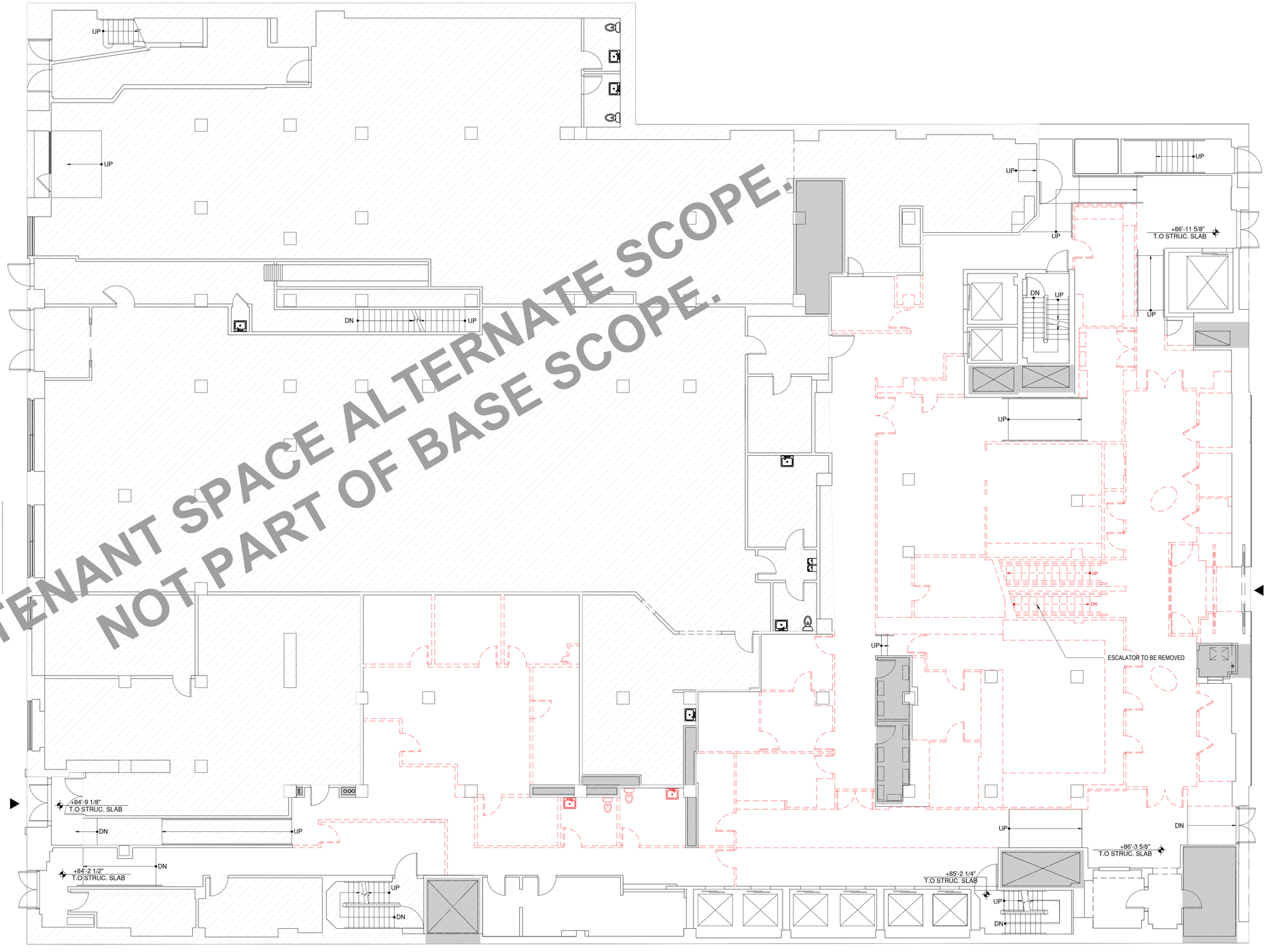
DRAWING TITLE:

DEMOLITION PLAN
CELLAR

PROJECT #: 21-49 DATE: 04.15.2022

SHEET TITLE :

DM-101.00



TENANT SPACE ALTERNATE SCOPE.
NOT PART OF BASE SCOPE.

DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - GROUND FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

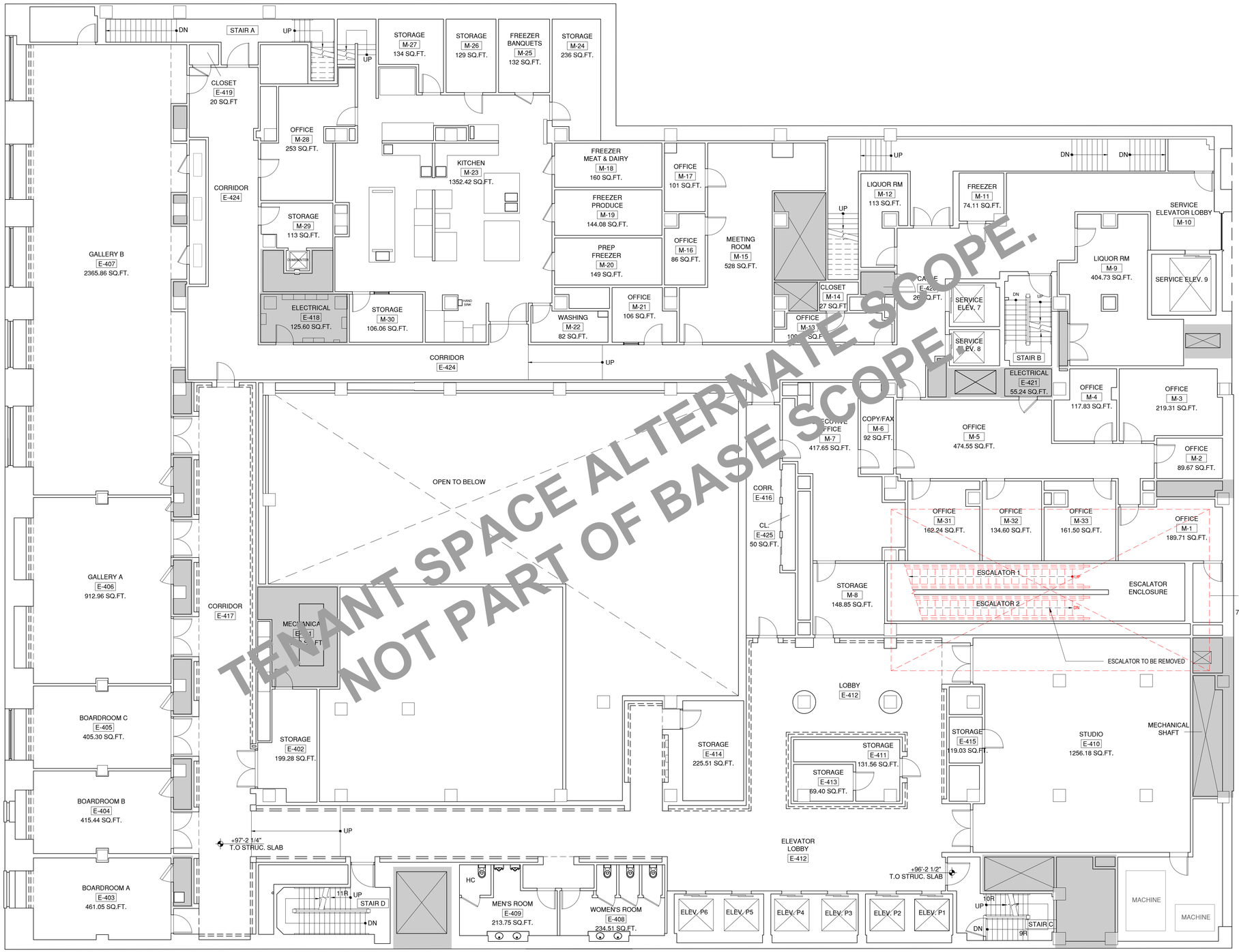
DRAWING TITLE:

DEMOLITION PLAN
GROUND FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-102.00



1 DEMOLITION PLAN - MEZZANINE FLOOR
SCALE: 1/8" = 1'-0"

DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

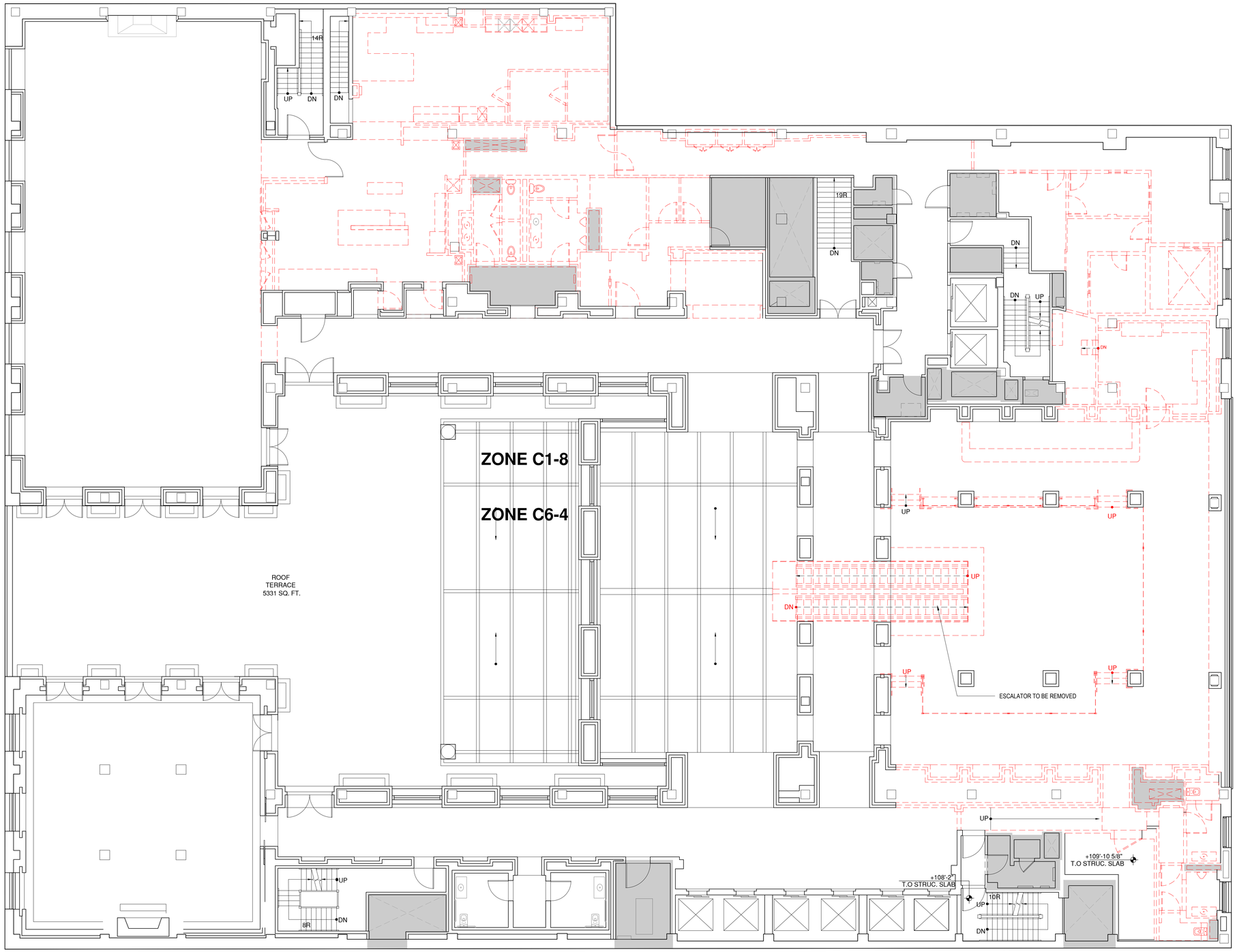
DRAWING TITLE:

DEMOLITION PLAN
MEZZANINE FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-103.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 2ND FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

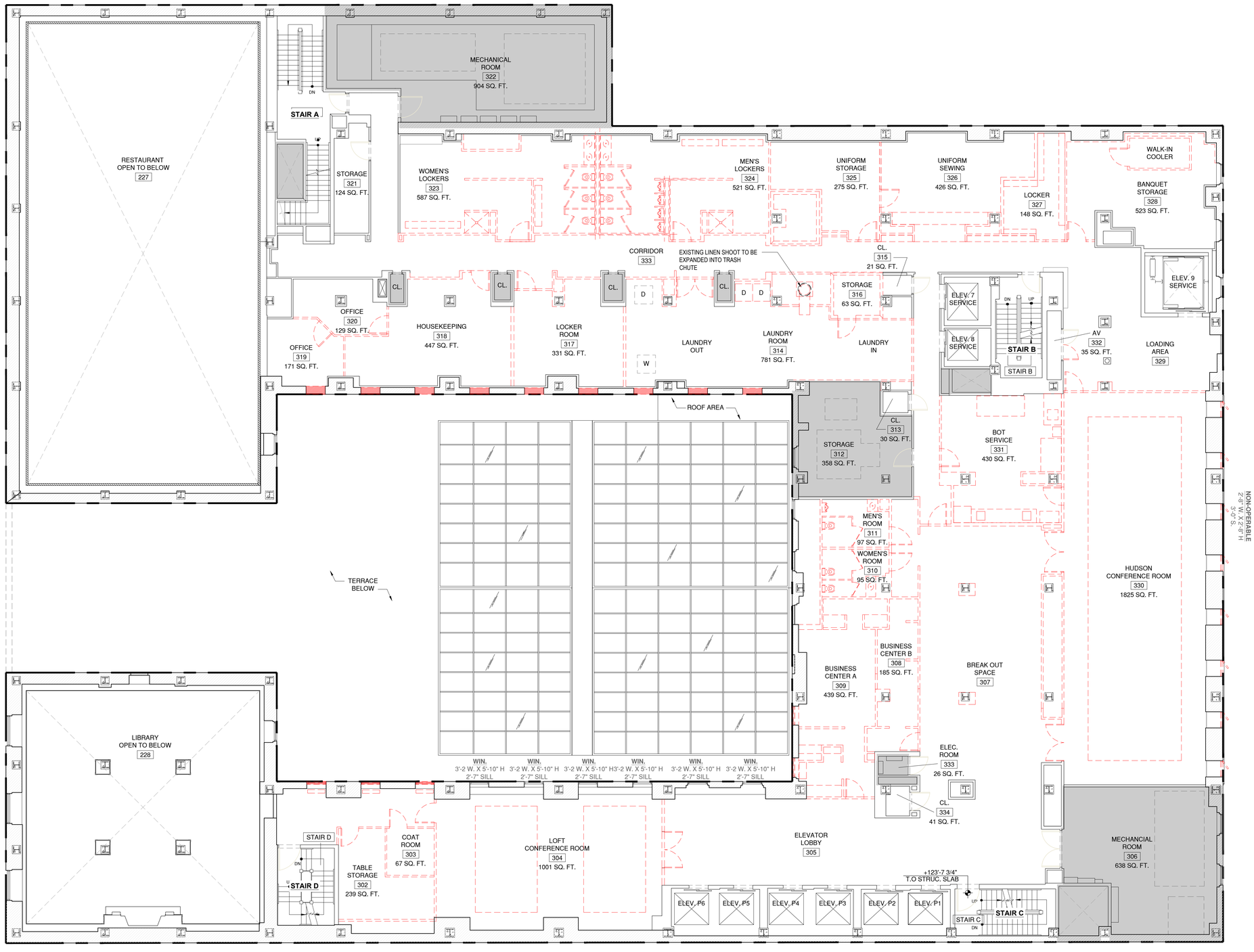
DRAWING TITLE:

DEMOLITION PLAN
2ND FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-104.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 3RD FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

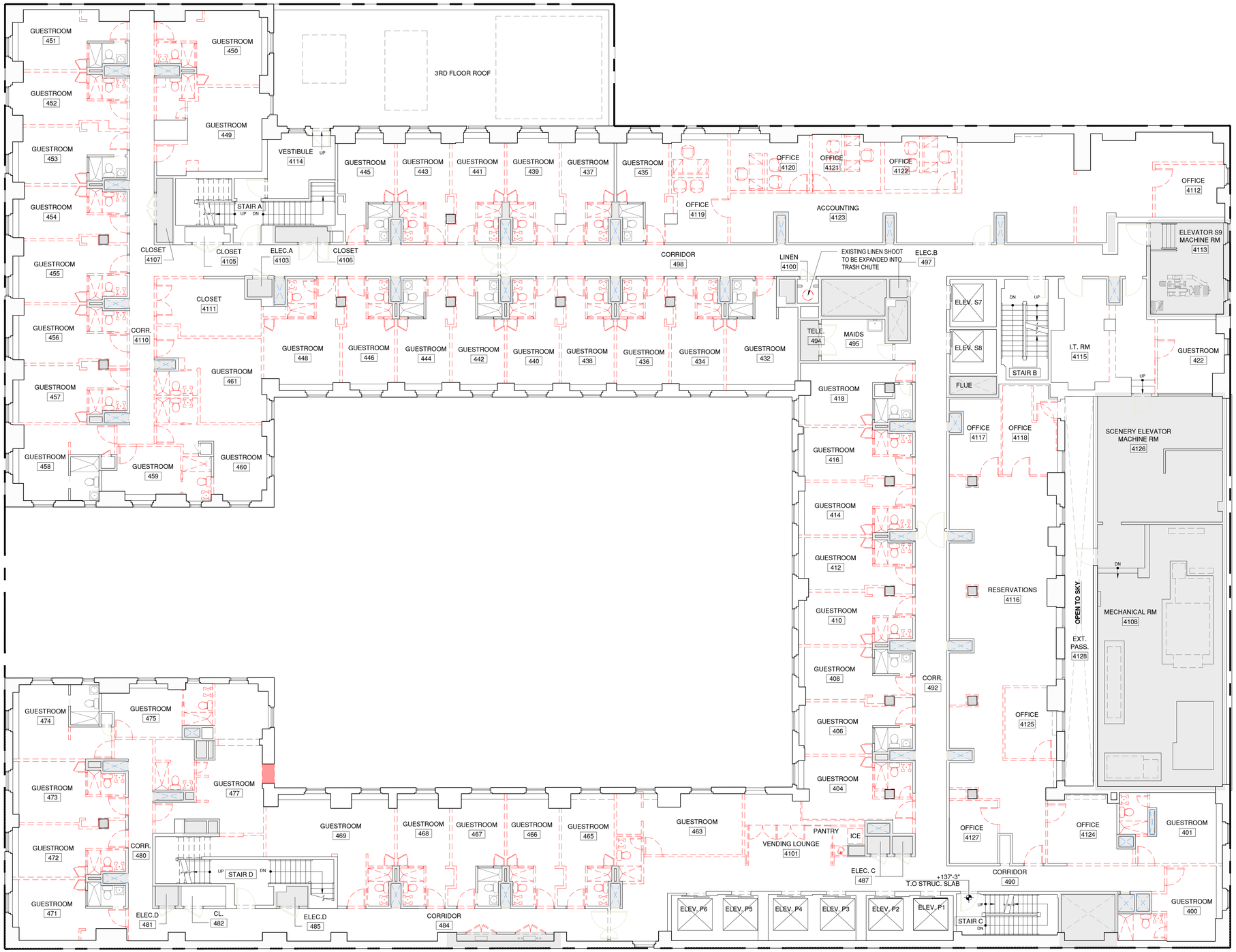
DRAWING TITLE:

DEMOLITION PLAN
3RD FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-105.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 4TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

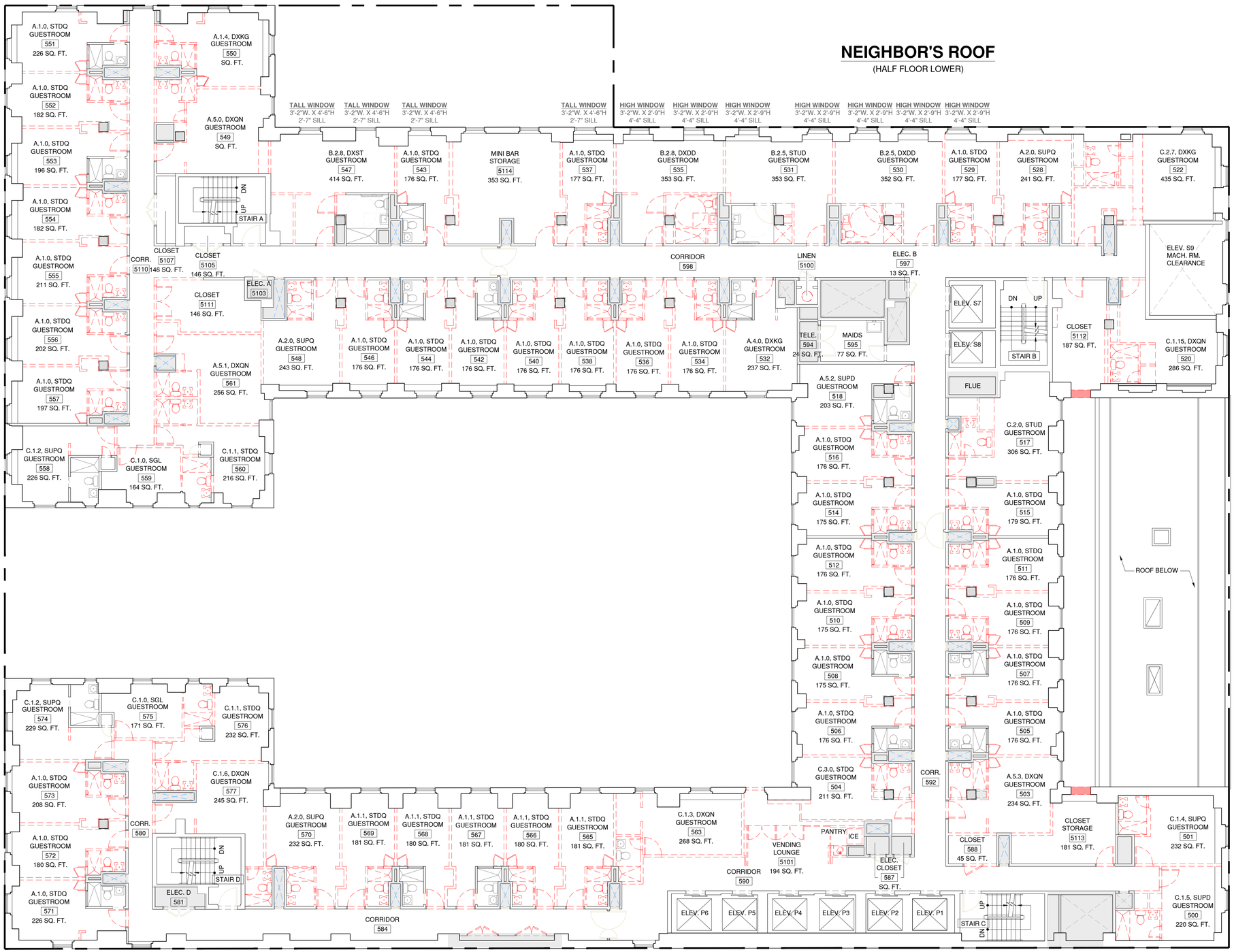
DRAWING TITLE:

DEMOLITION PLAN
4TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-106.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 5TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

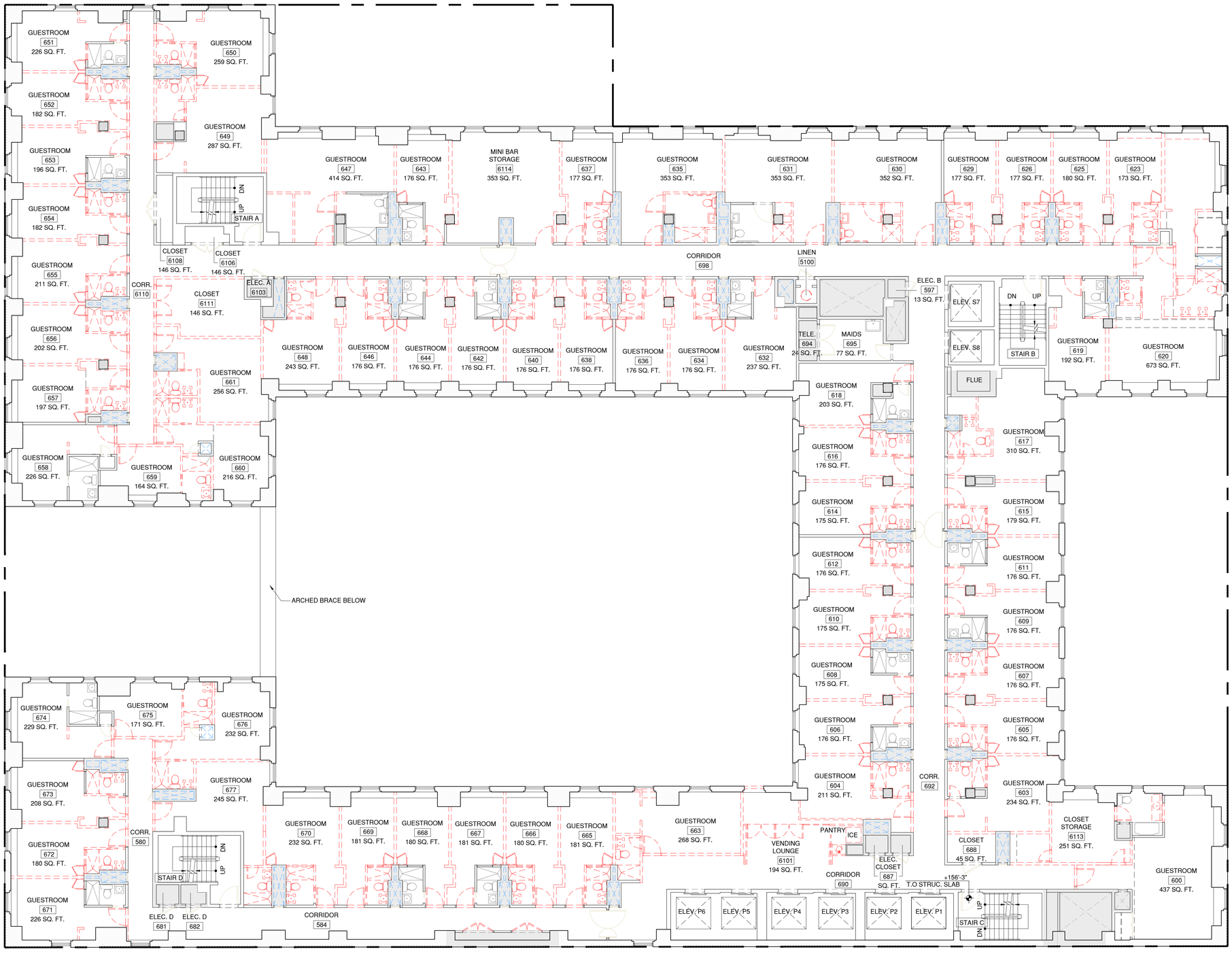
DRAWING TITLE:

DEMOLITION PLAN
5TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-107.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 6TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

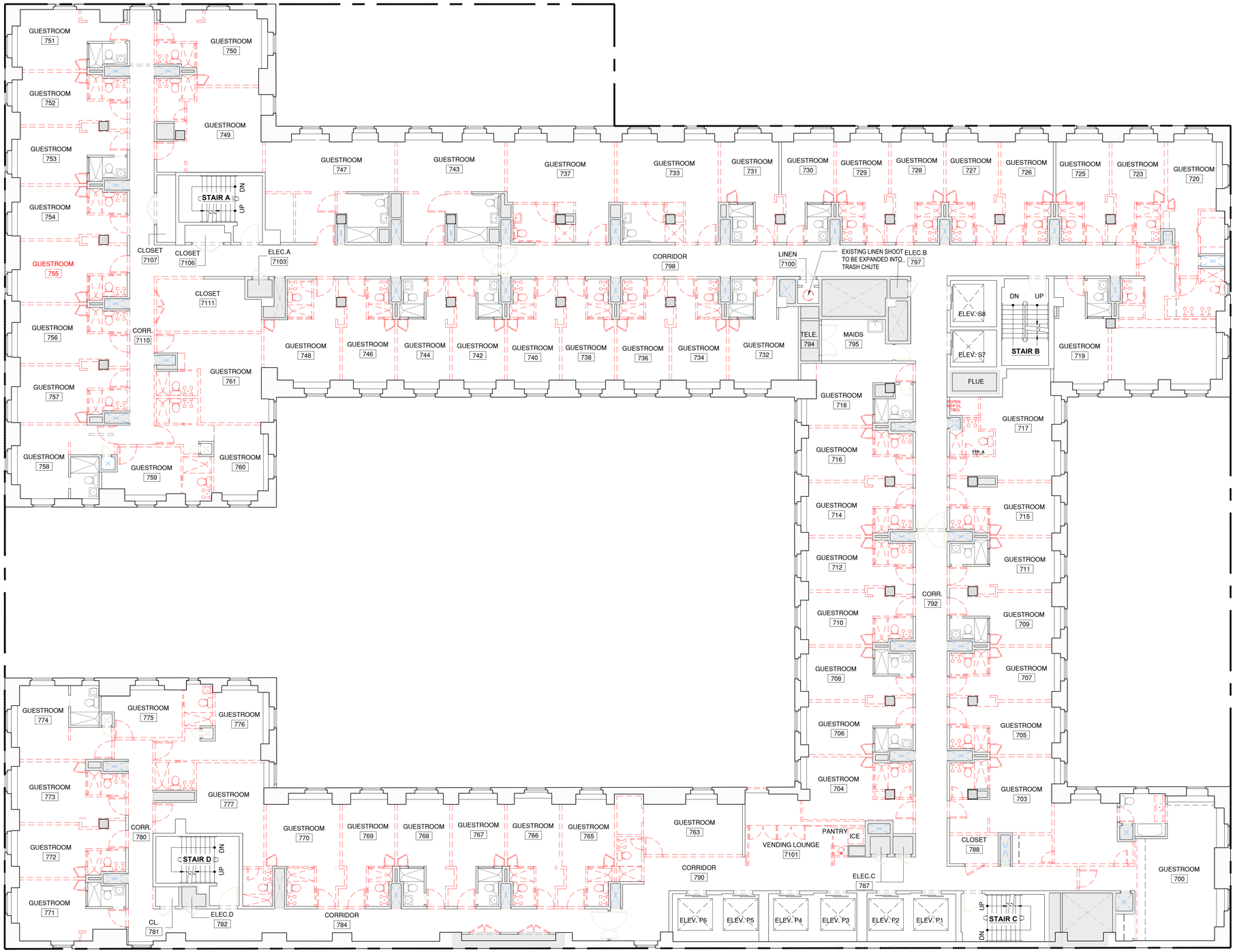
DRAWING TITLE:

DEMOLITION PLAN
6TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-108.00



1 DEMOLITION PLAN - 7TH, 8TH, 9TH, 10TH & 12ND FLOOR
SCALE: 1/8" = 1'-0"

DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:
CSC COLIVING
6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :
TANG STUDIO ARCHITECT LLC
1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:
MG ENGINEERING, P.C.
116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:
B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:
LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

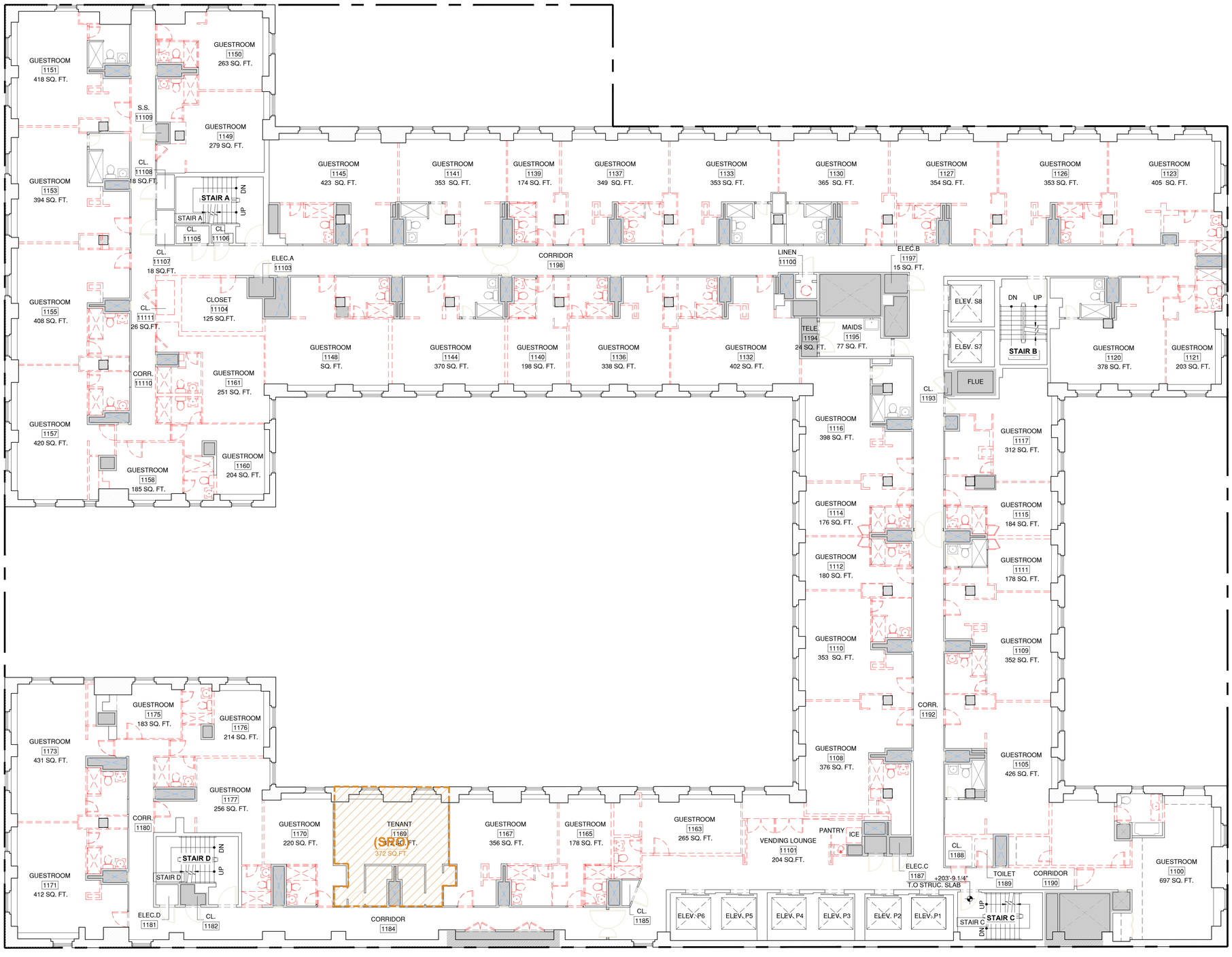
DRAWING TITLE:

DEMOLITION PLAN
7TH-10TH & 12TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-109.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 11ST FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

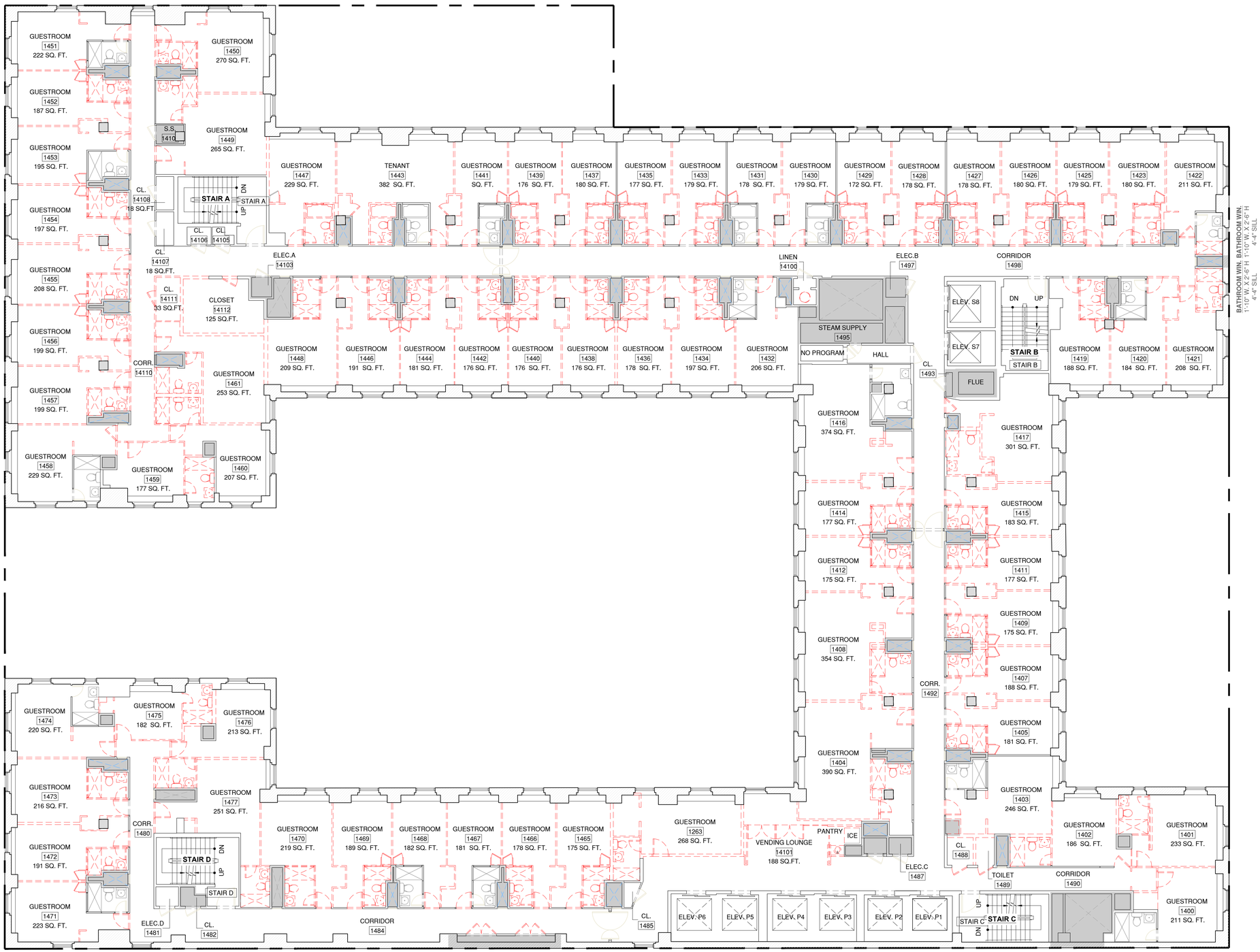
DRAWING TITLE:

DEMOLITION PLAN
11ST FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-110.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 14TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:
CSC COLIVING
6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :
TANG STUDIO ARCHITECT LLC
1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:
MG ENGINEERING, P.C.
116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:
B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:
LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

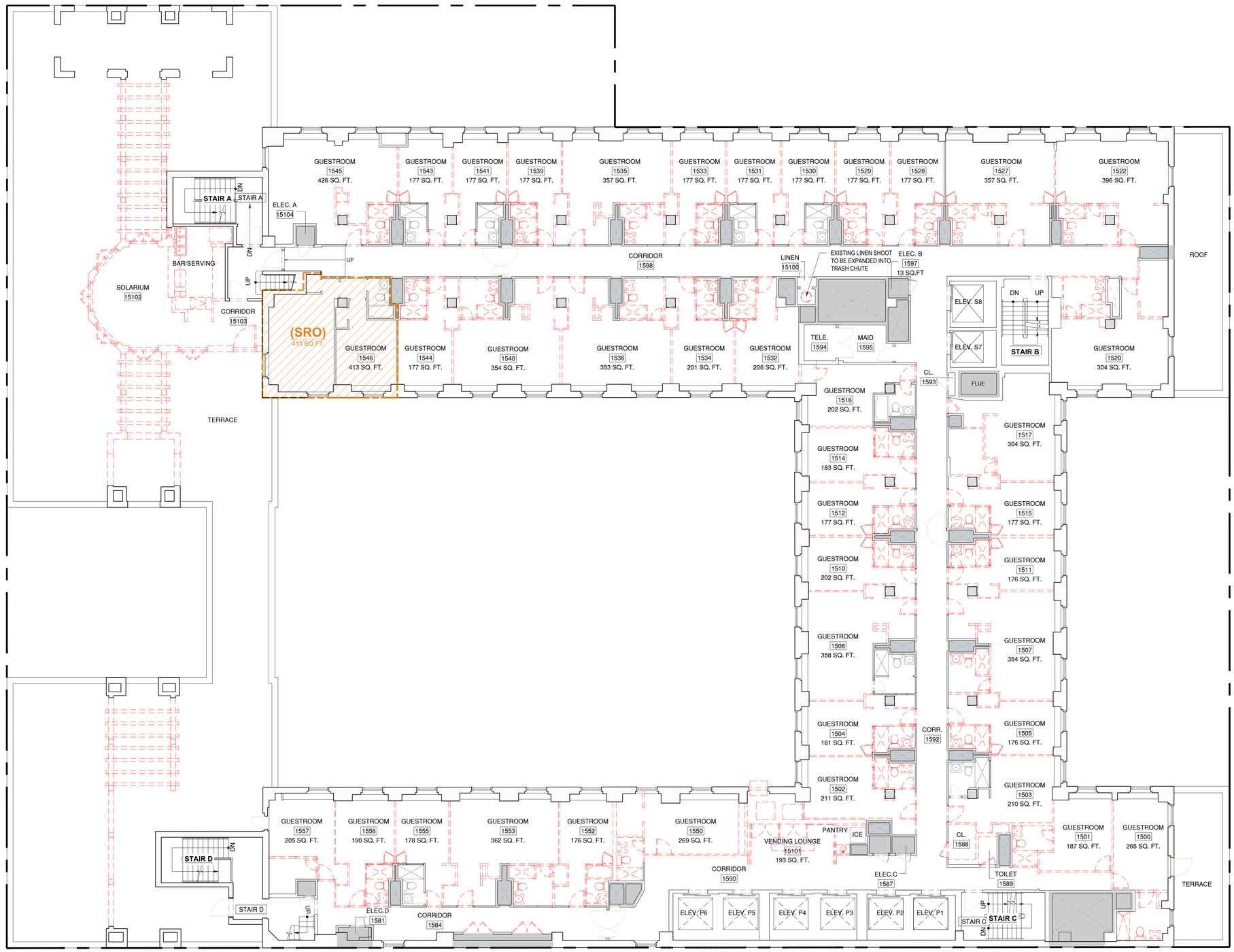
04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:
DEMOLITION PLAN
14TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :
DM-111.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- **N.I.C.** NOT IN CONTRACT

1 DEMOLITION PLAN - 15TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

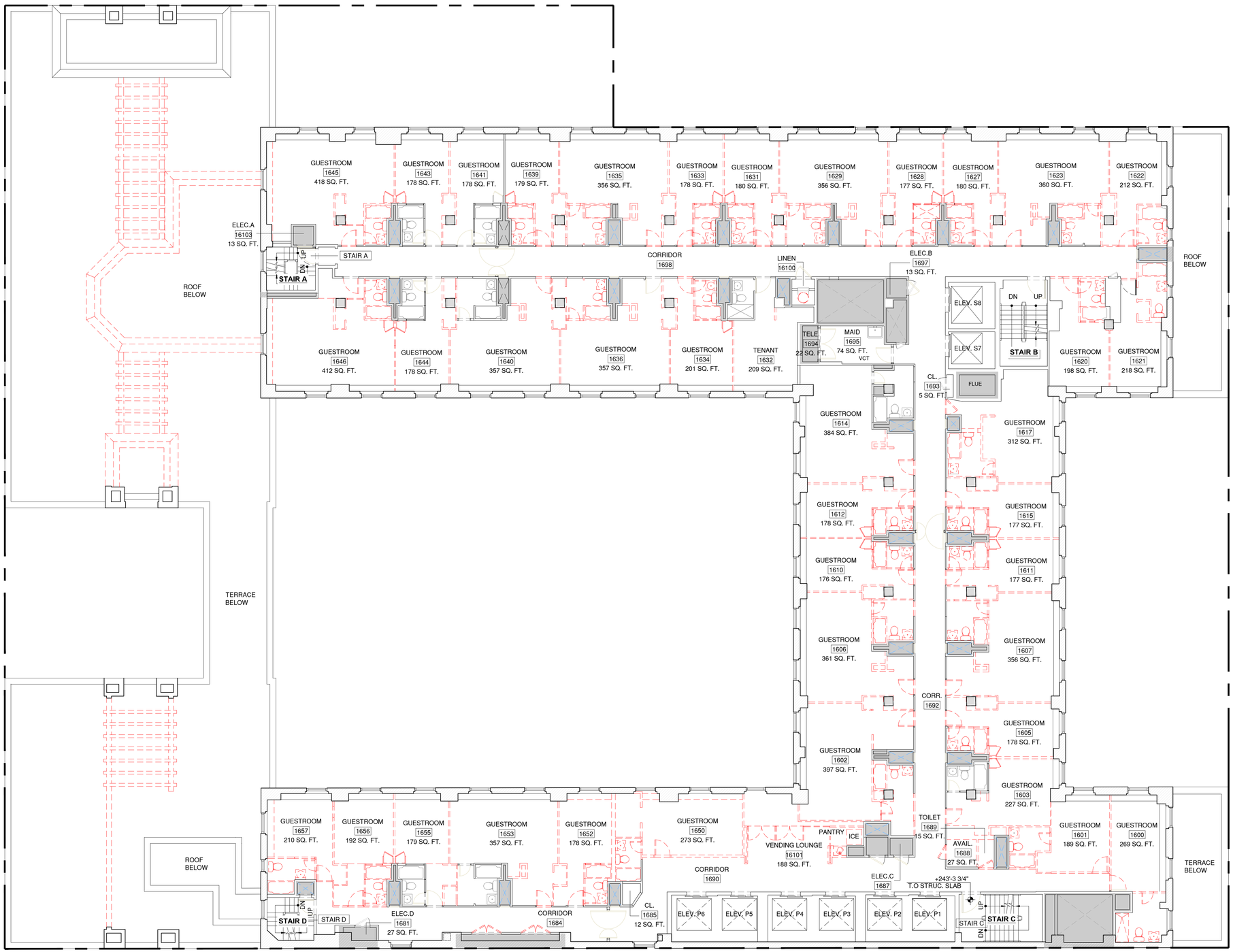
DRAWING TITLE:

DEMOLITION PLAN
15TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-112.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 16TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:
CSC COLIVING
6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :
TANG STUDIO ARCHITECT LLC
1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:
MG ENGINEERING, P.C.
116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:
B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:
LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

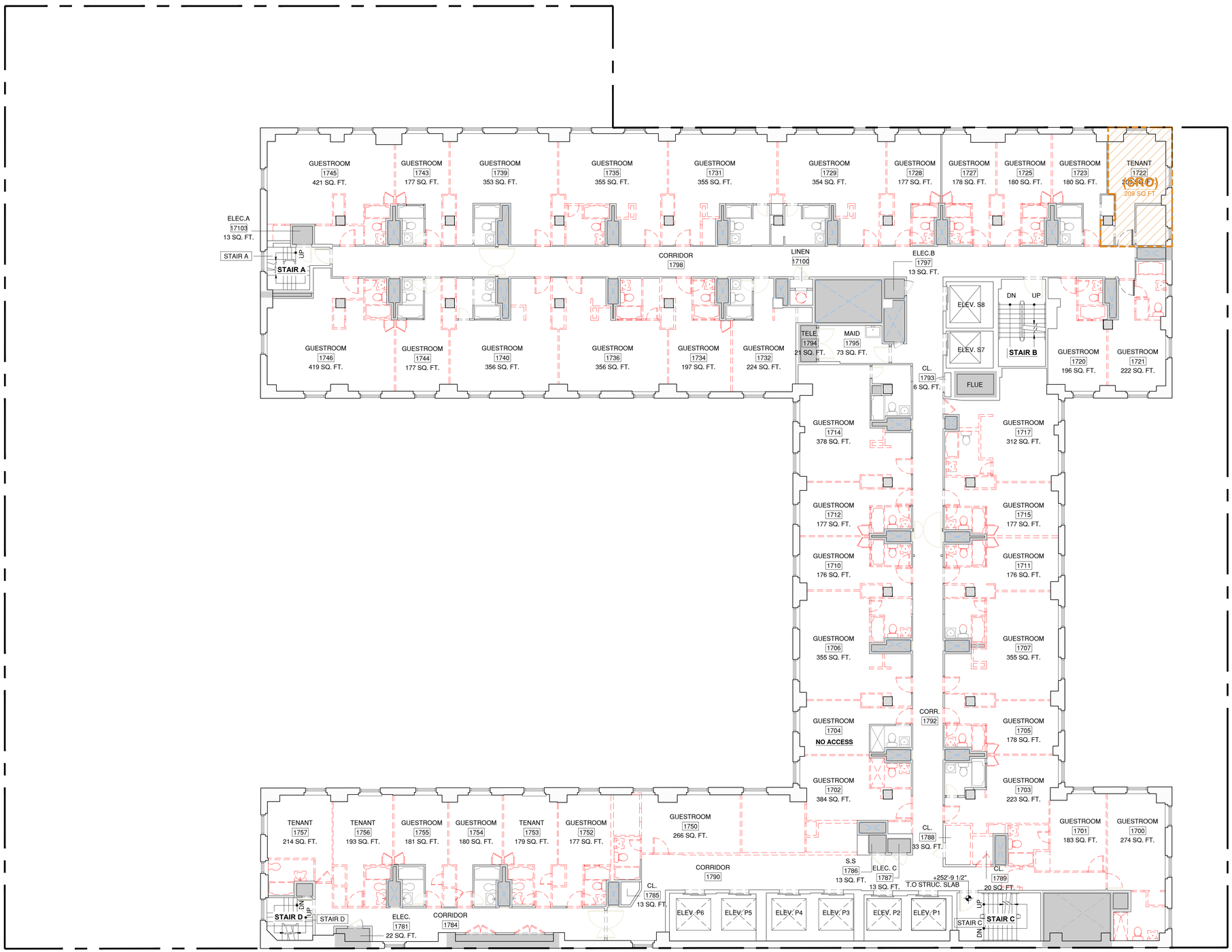
04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:
DEMOLITION PLAN
16TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :
DM-113.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 17TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

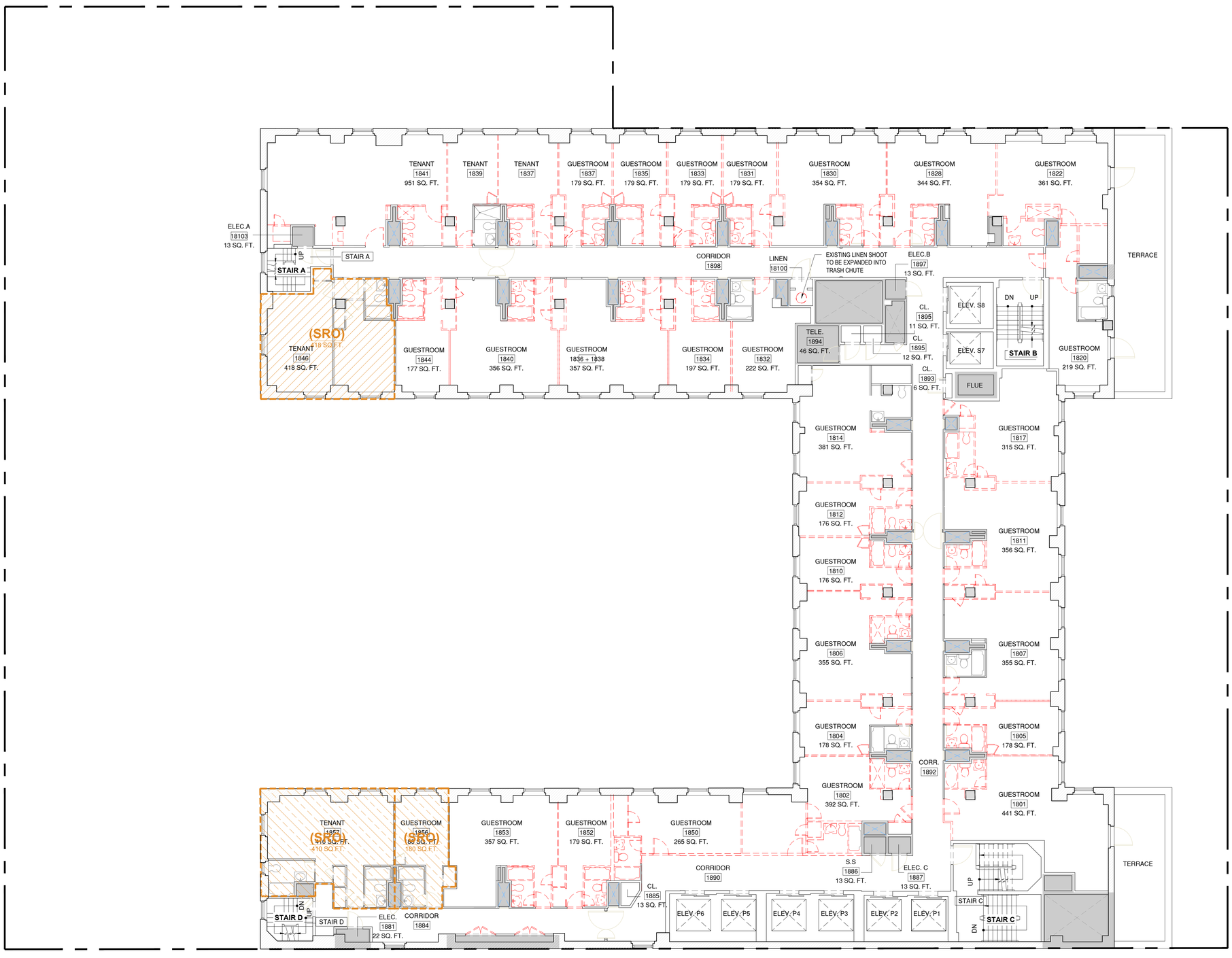
DRAWING TITLE:

DEMOLITION PLAN
17TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-114.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 18TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

DEMOLITION PLAN
18TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-115.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 19TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

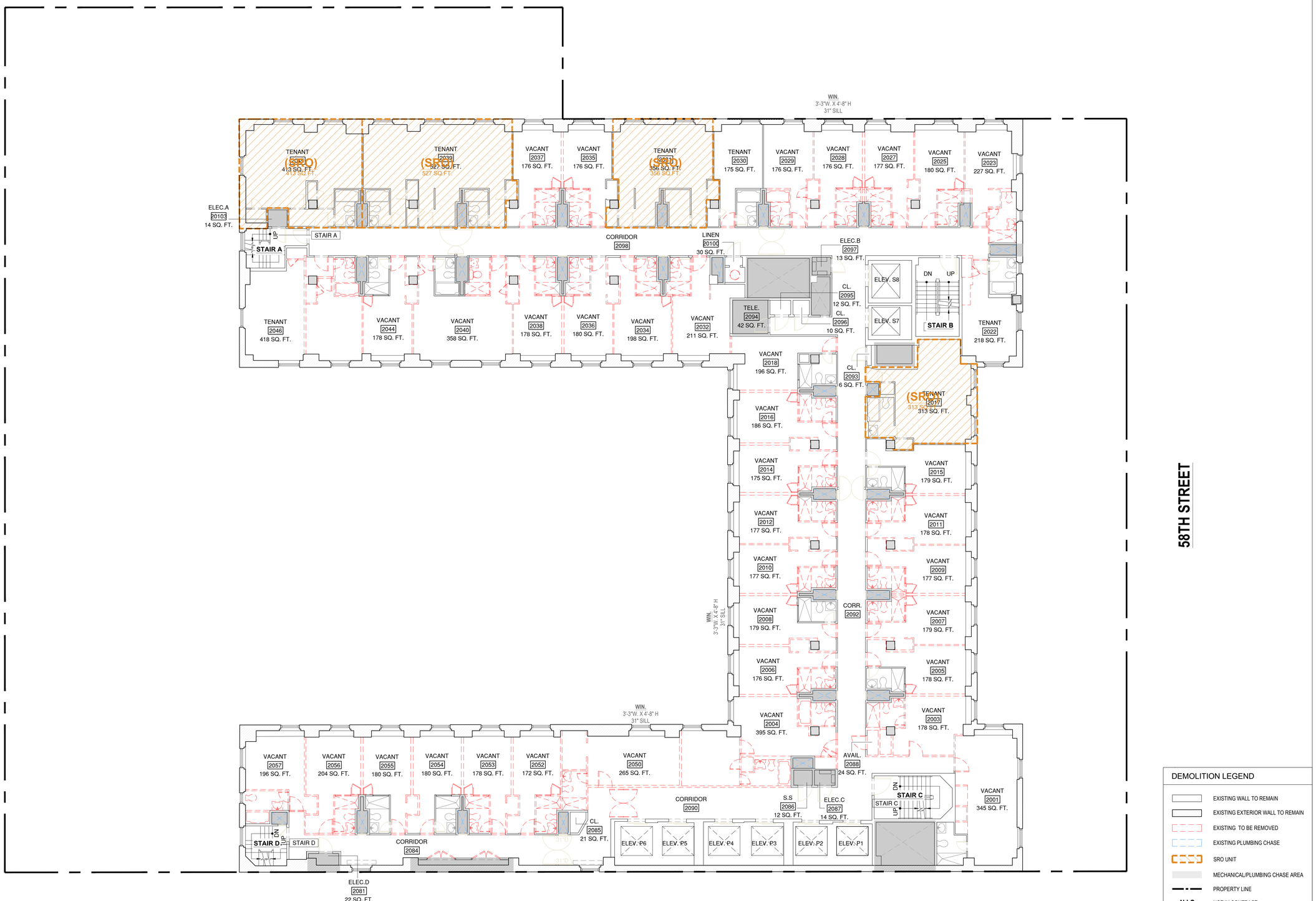
DRAWING TITLE:

DEMOLITION PLAN
19TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-116.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 20TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

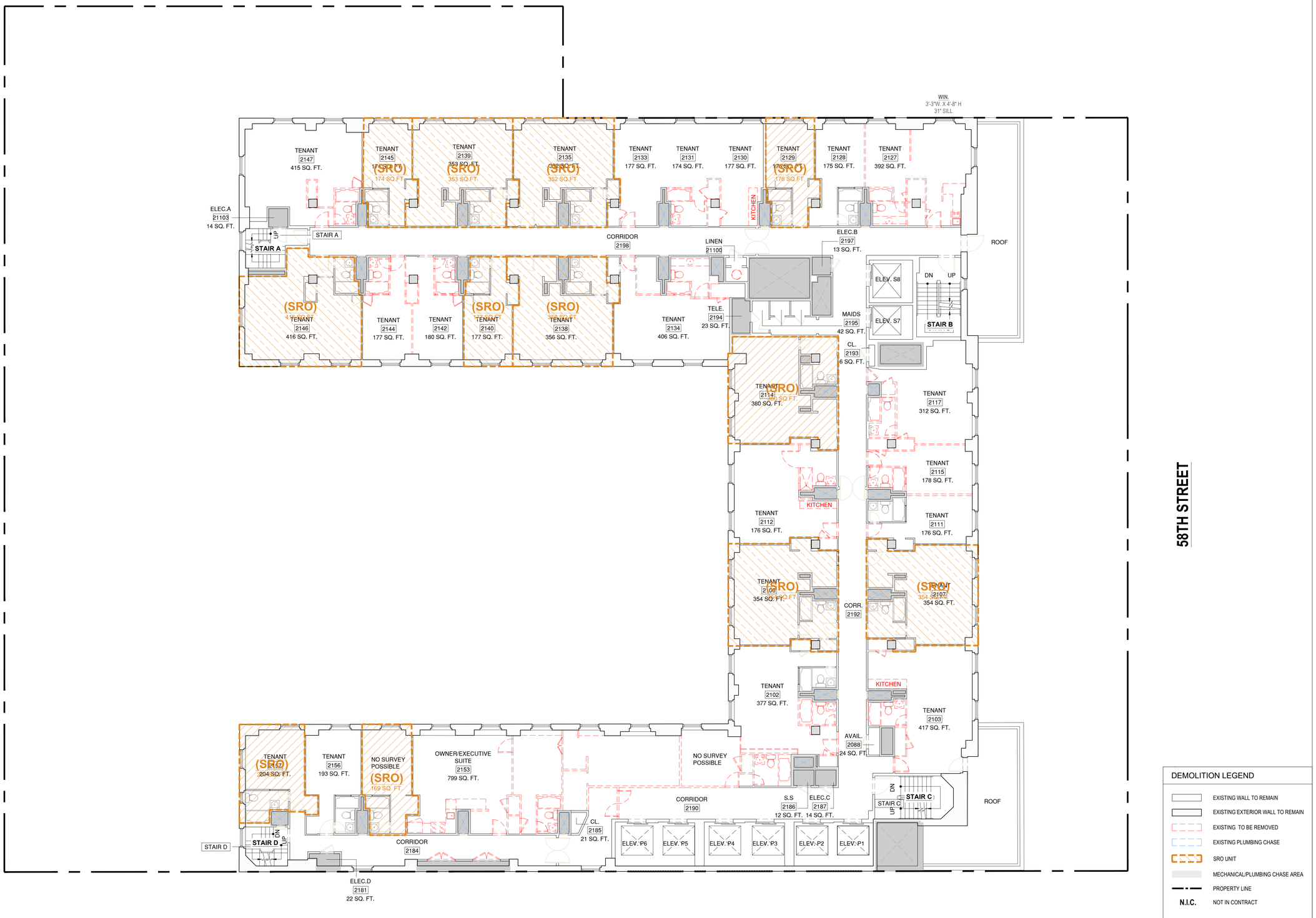
DRAWING TITLE:

DEMOLITION PLAN
20TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-117.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 21ST FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:
CSC COLIVING
6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :
TANG STUDIO ARCHITECT LLC
1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:
MG ENGINEERING, P.C.
116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:
B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:
LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

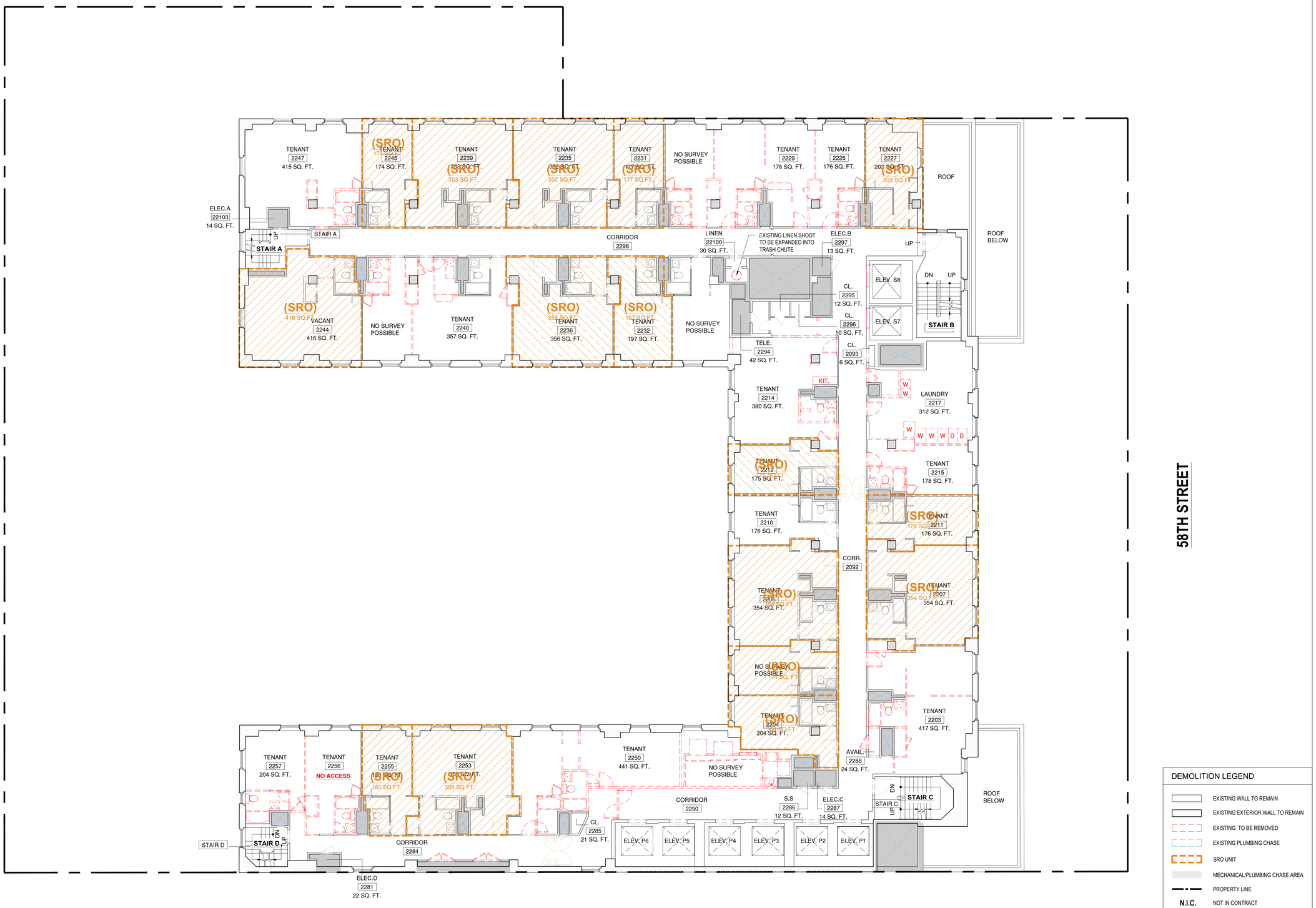
DRAWING TITLE:

DEMOLITION PLAN
21ST FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-118.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 DEMOLITION PLAN - 22ND FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

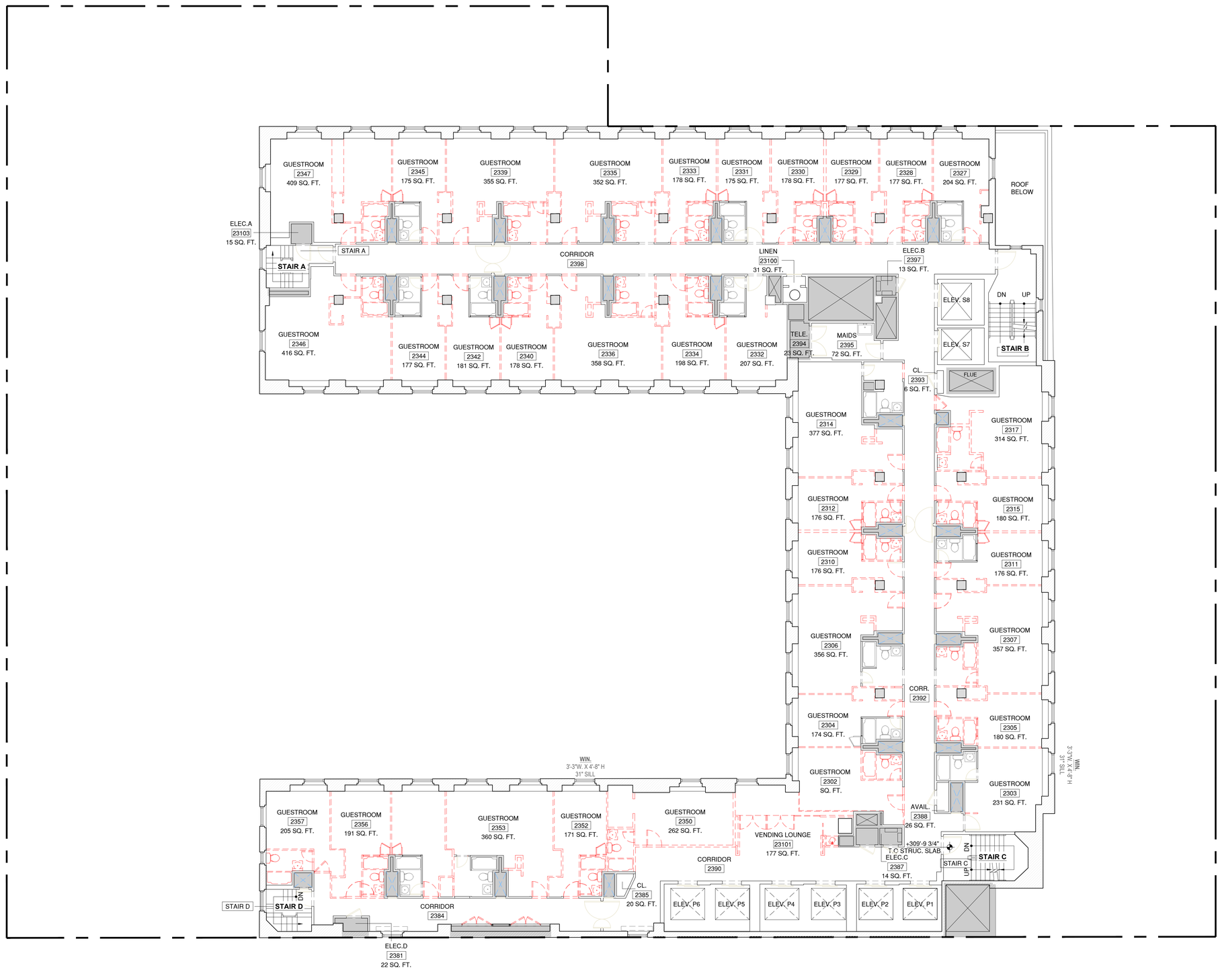
DRAWING TITLE:

DEMOLITION PLAN
22ND FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM- 119.00



DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- EXISTING TO BE REMOVED
- EXISTING PLUMBING CHASE
- SRO UNIT
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- **N.I.C.** NOT IN CONTRACT

1 DEMOLITION PLAN - 23RD FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

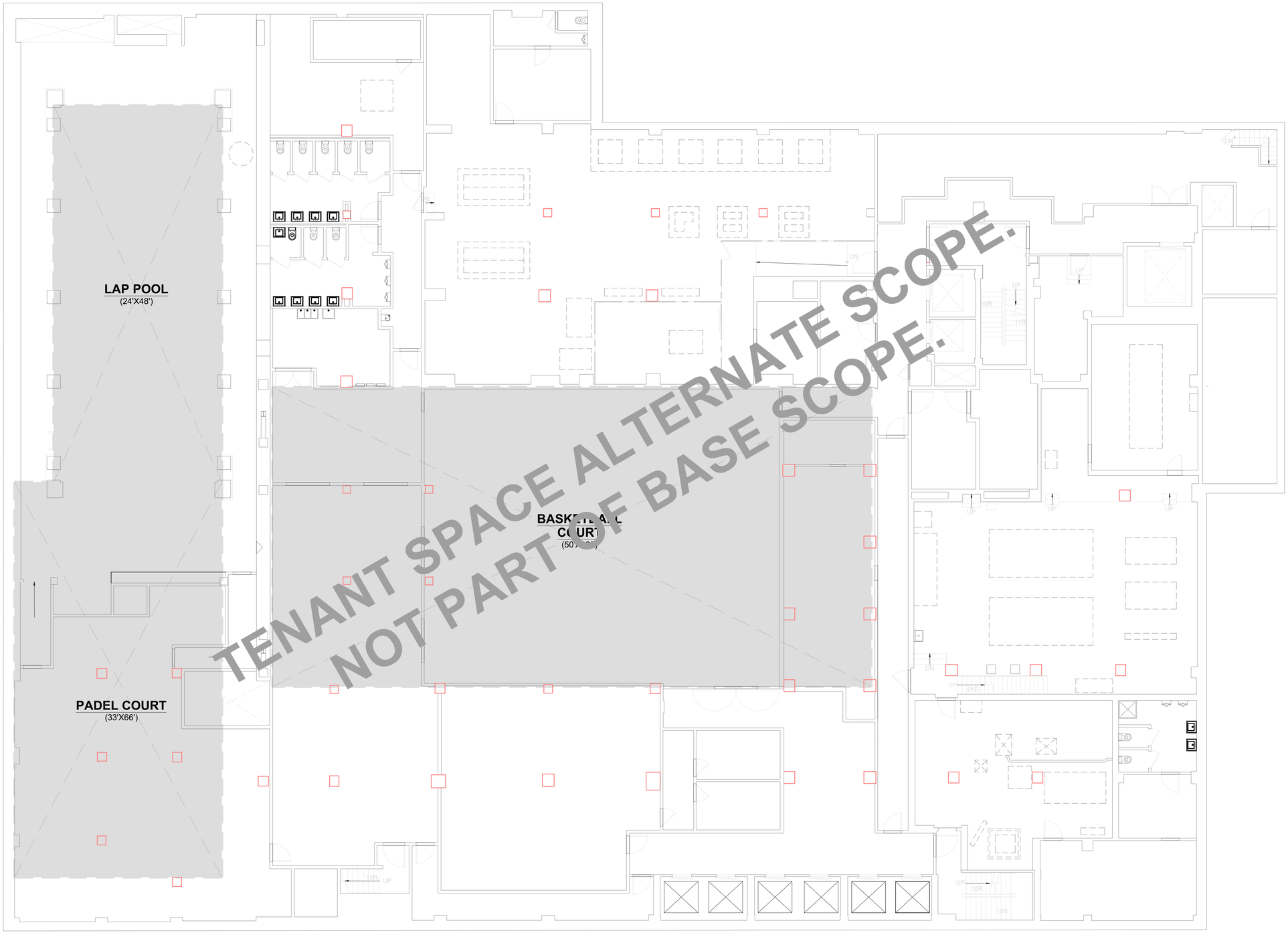
DRAWING TITLE:

DEMOLITION PLAN
23RD FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

DM-120.00



1 PROPOSED PLAN - SUB-CELLAR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

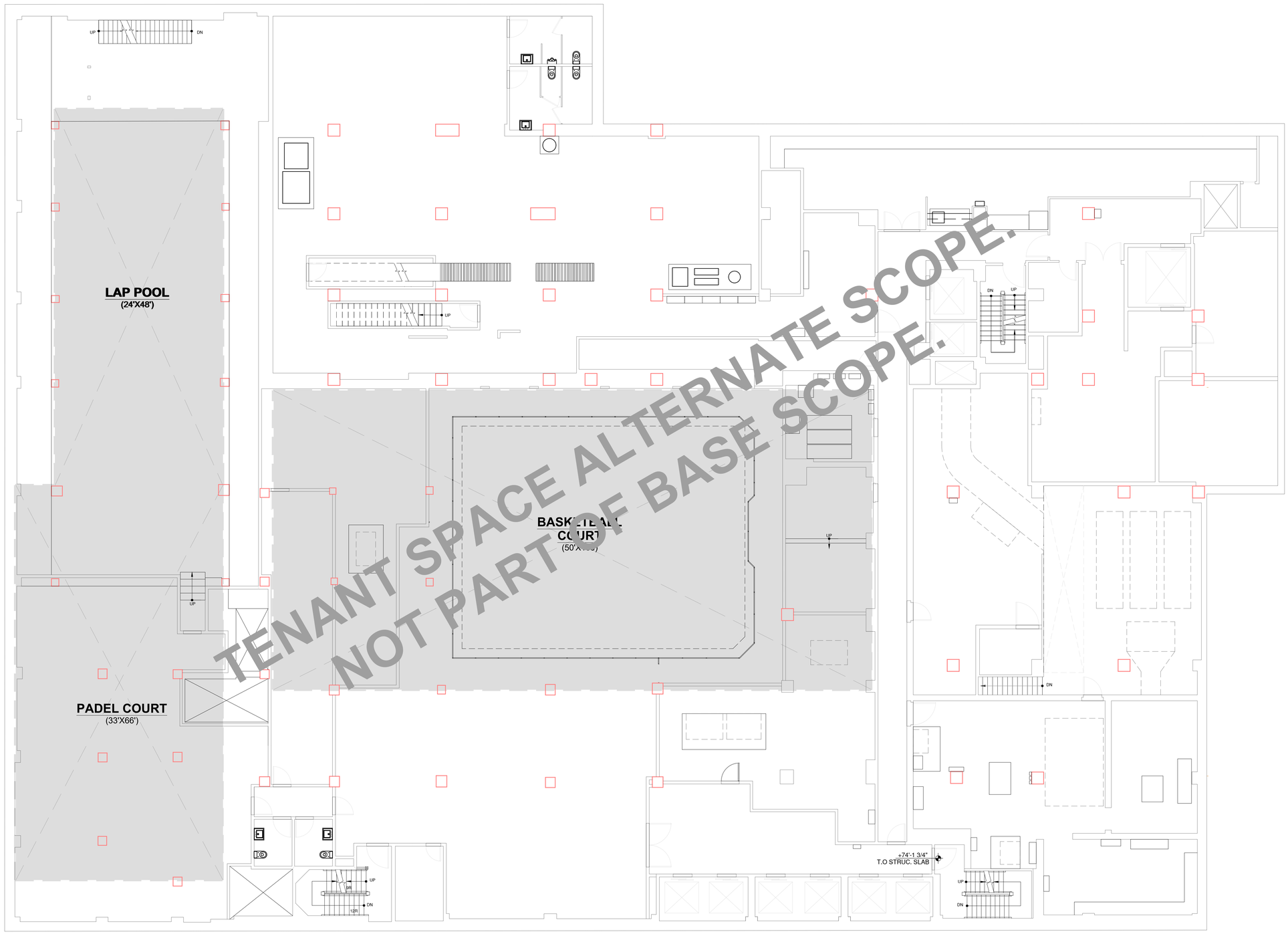
DRAWING TITLE:

PROPOSED PLAN
SUB-CELLAR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-100.00



1 PROPOSED PLAN - CELLAR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

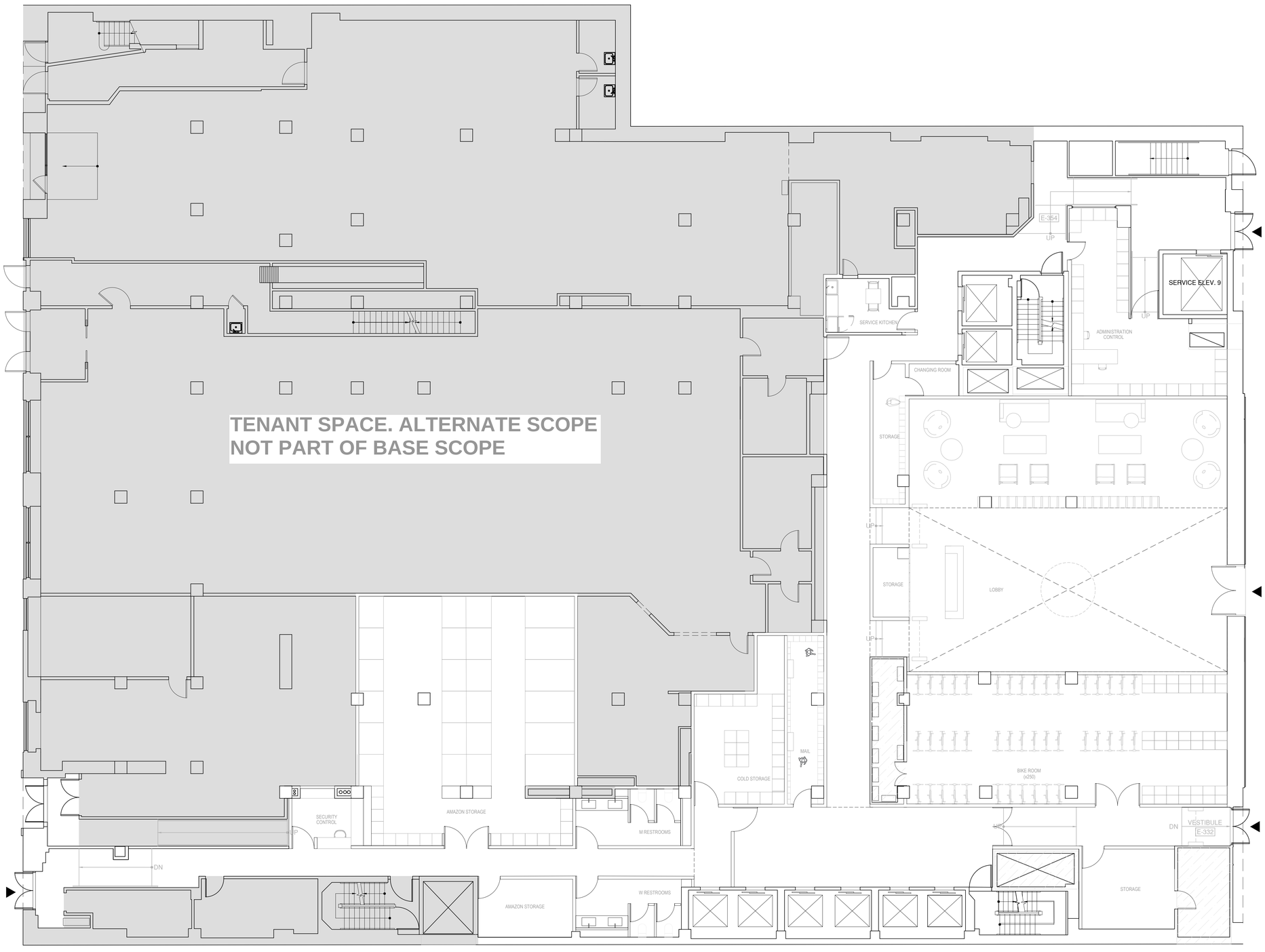
DRAWING TITLE:

PROPOSED PLAN
CELLAR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-101.00



1 PROPOSED PLAN - GROUND FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

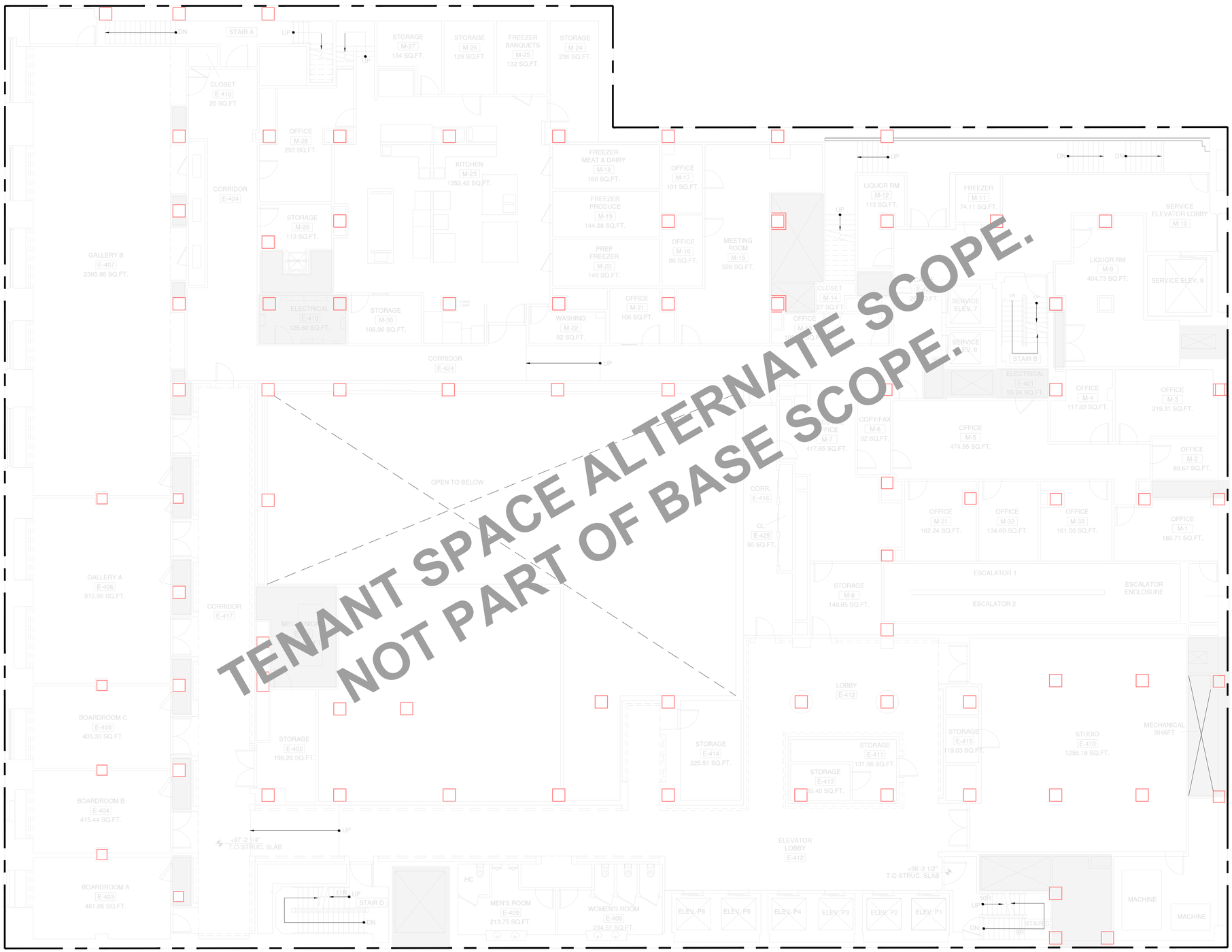
DRAWING TITLE:

PROPOSED PLAN
GROUND FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-102.00



1 PROPOSED PLAN - MEZZANINE FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

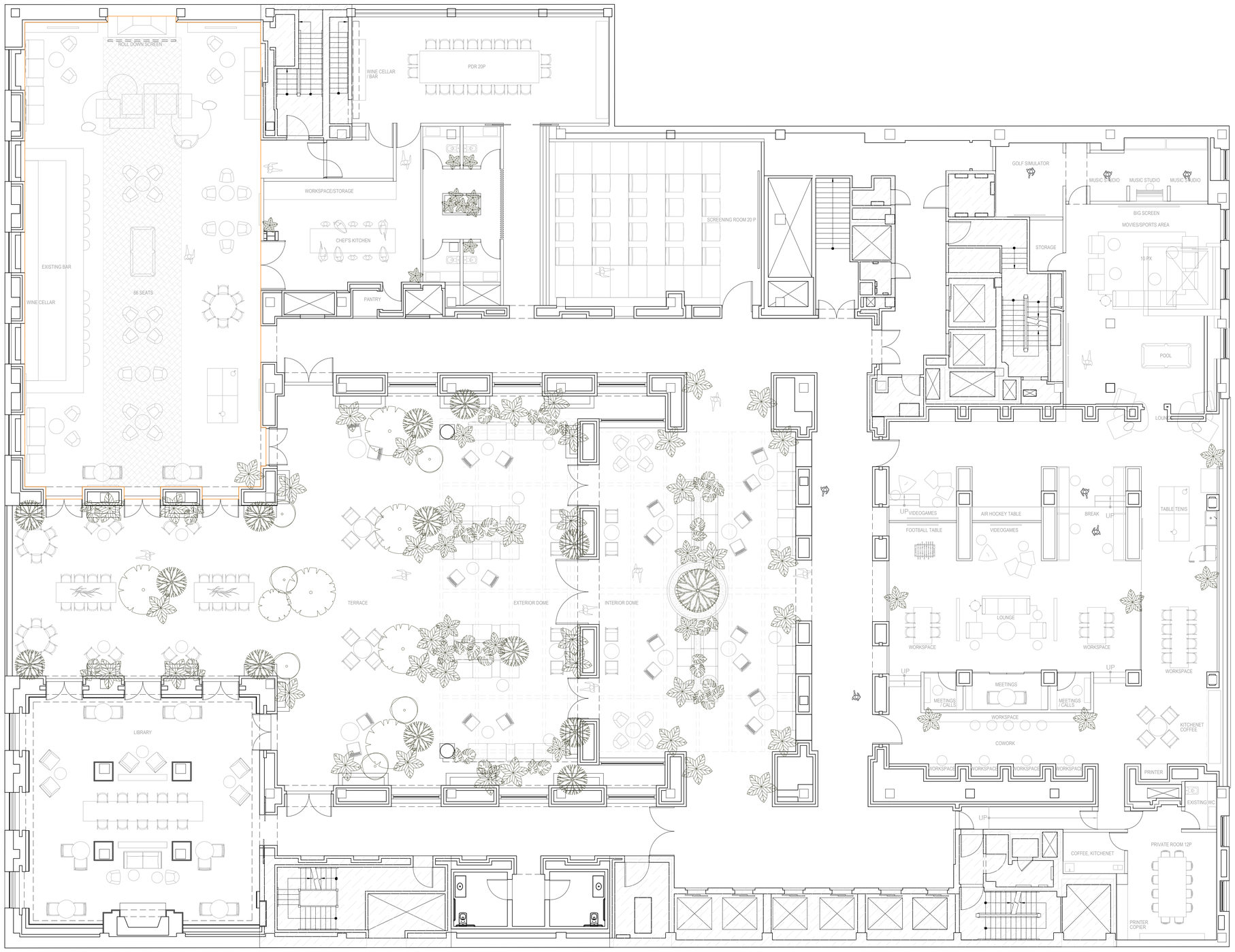
DRAWING TITLE:

PROPOSED PLAN
MEZZANINE FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-103.00



1 PROPOSED PLAN - 2ND FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

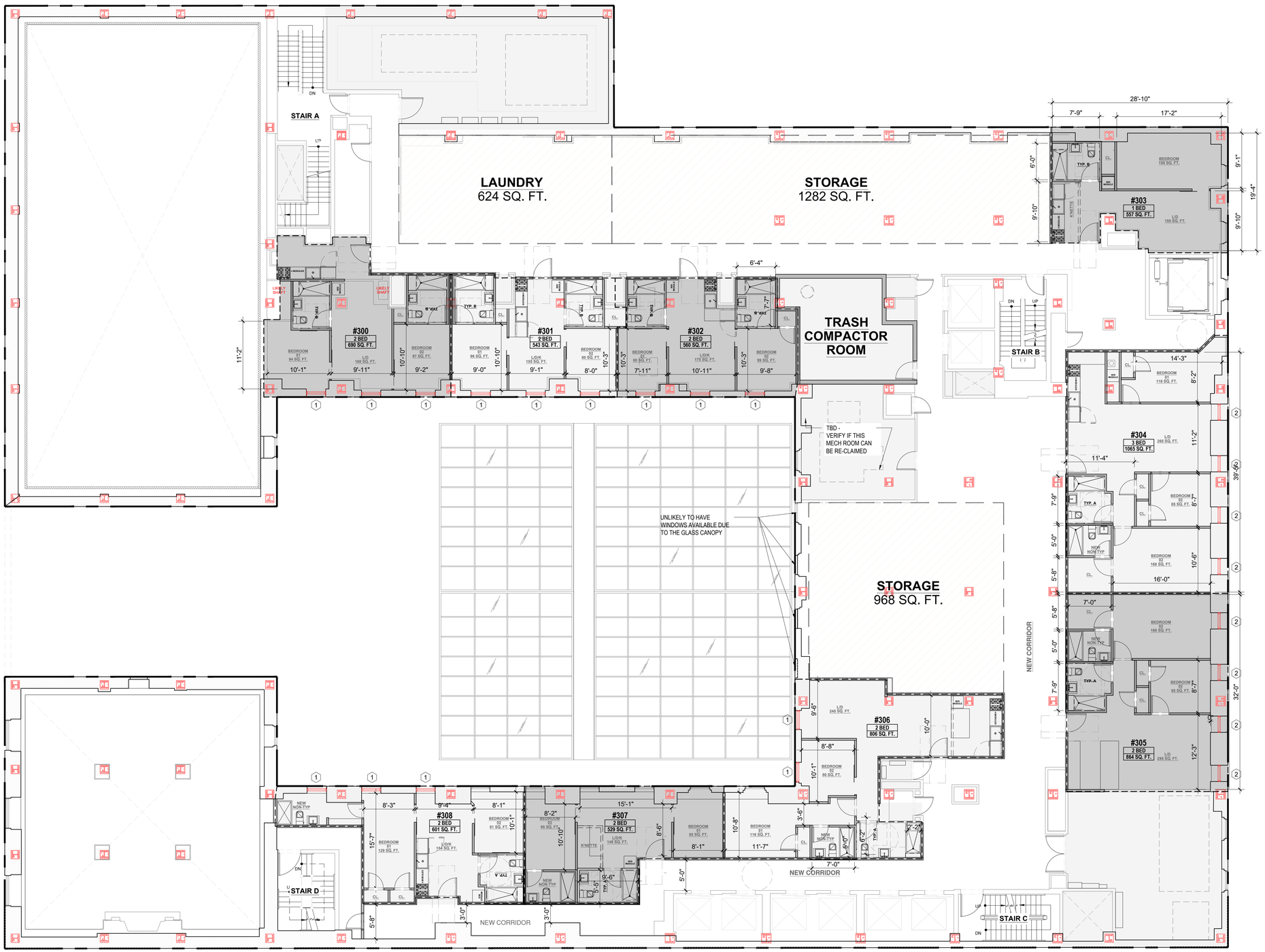
DRAWING TITLE:

PROPOSED PLAN
2ND FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-104.00



FLOOR 003		
	UNIT #	BED #
STUDIO	0	0
1 BED	1	1
2 BED	7	14
3 BED	1	3
TOTAL	**9**	**18**
SRO	0	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 3RD FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

PROPOSED PLAN
3RD FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-105.00



FLOOR 004		
	UNIT #	BED #
STUDIO	4	4
1 BED	3	3
2 BED	13	26
3 BED	2	6
TOTAL	**22**	**39**
SRO	0	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 4TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

PROPOSED PLAN
4TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-106.00



FLOOR 005

	UNIT #	BED #
STUDIO	3	3
1 BED	4	4
2 BED	18	36
3 BED	2	6
TOTAL	**27**	**49**
SRO	0	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- **N.I.C.** NOT IN CONTRACT

1 PROPOSED PLAN - 5TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

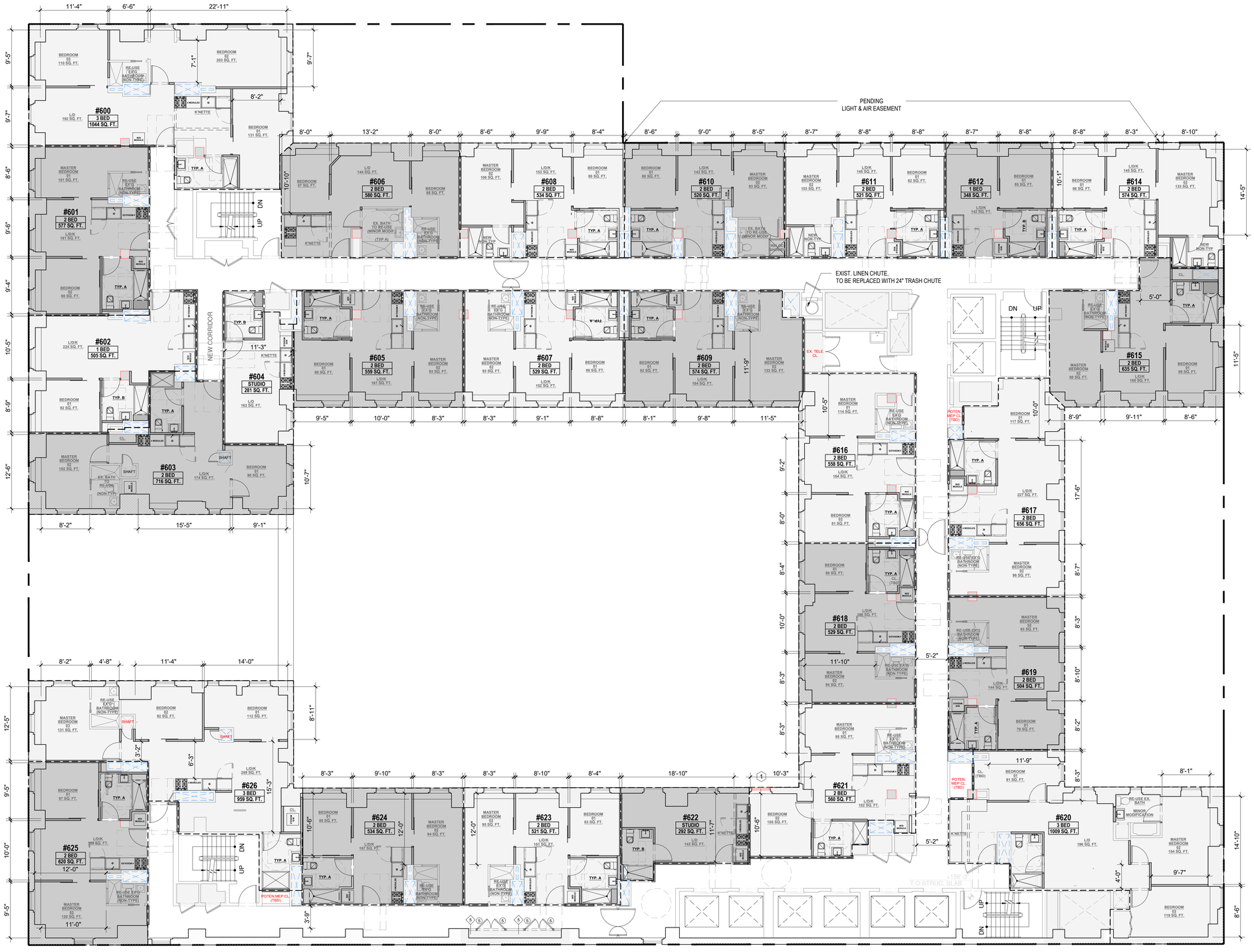
DRAWING TITLE:

PROPOSED PLAN
5TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-107.00



FLOOR 006

	UNIT #	BED #
STUDIO	2	2
1 BED	2	2
2 BED	19	38
3 BED	3	9
TOTAL	**26**	**51**
SRO	0	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 6TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

PROPOSED PLAN
6TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-108.00



FLOOR 007-010 & 012		
	UNIT #	BED #
STUDIO	2	2
1 BED	2	2
2 BED	19	38
3 BED	3	9
TOTAL	**26**	**51**
SRO	0	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 7TH, 8TH, 9TH, 10TH & 12ND FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

PROPOSED PLAN
7TH-10TH & 12TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-109.00



FLOOR 011		
	UNIT #	BED #
STUDIO	0	0
1 BED	1	1
2 BED	7	14
3 BED	1	3
TOTAL	**9**	**18**
SRO	0	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 11ST FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

PROPOSED PLAN
11ST FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-110.00



FLOOR 014		
	UNIT #	BED #
STUDIO	2	2
1 BED	5	5
2 BED	12	24
3 BED	7	21
TOTAL	**26**	**52**
SRO	1	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 14TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

PROPOSED PLAN
14TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-111.00



FLOOR 015

	UNIT #	BED #
STUDIO	2	2
1 BED	1	1
2 BED	8	16
3 BED	6	18
TOTAL	**17**	**37**
SRO	1	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 15TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

PROPOSED PLAN
15TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-112.00



FLOOR 016		
	UNIT #	BED #
STUDIO	1	1
1 BED	0	0
2 BED	11	22
3 BED	5	15
TOTAL	**17**	**38**
SRO	0	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 16TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

PROPOSED PLAN
16TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-113.00



FLOOR 017		
	UNIT #	BED #
STUDIO	1	1
1 BED	1	1
2 BED	14	28
3 BED	2	6
TOTAL	**18**	**36**
SRO	1	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 17TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST
NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING
6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC
1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.
116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

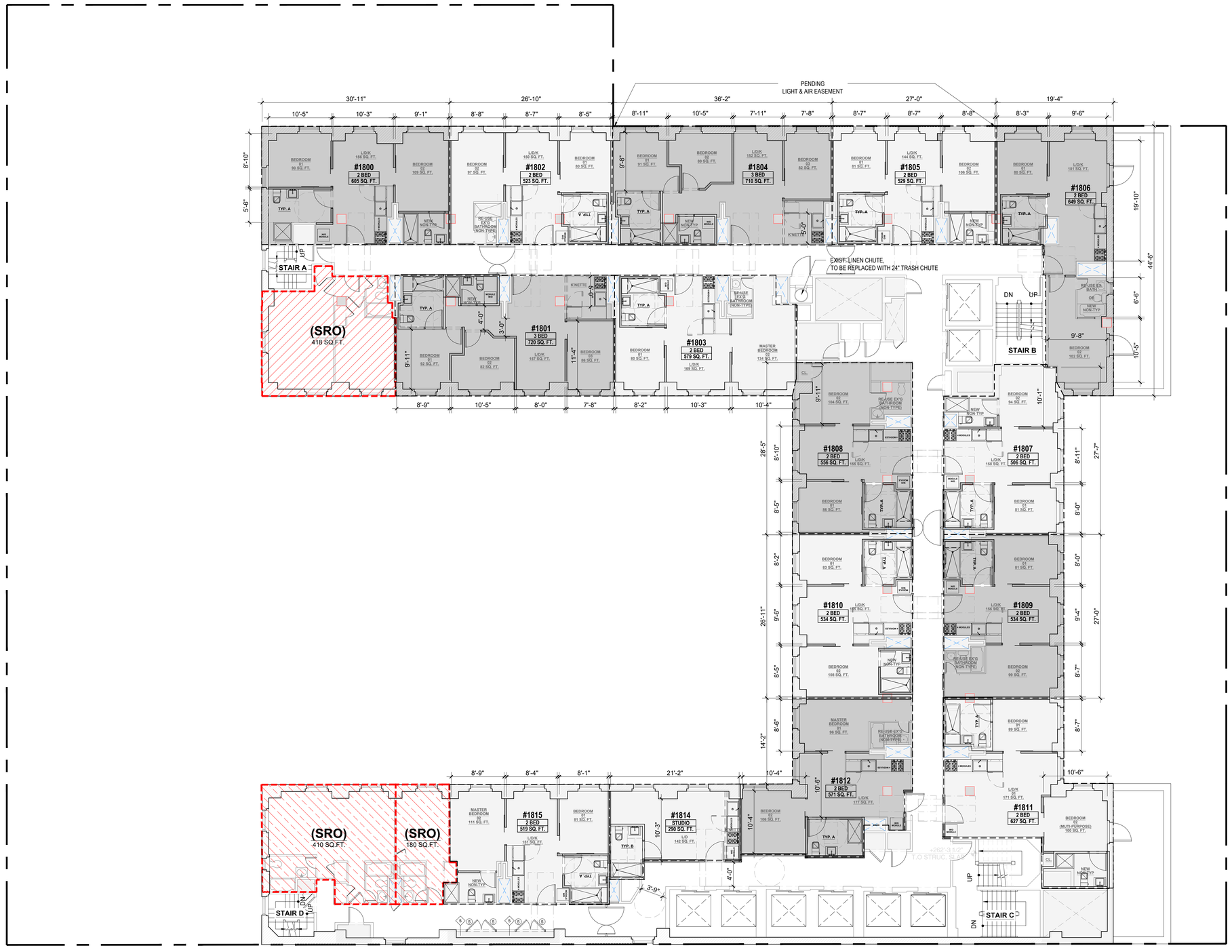
DRAWING TITLE:

PROPOSED PLAN
17TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-114.00



FLOOR 018		
	UNIT #	BED #
STUDIO	1	1
1 BED	0	0
2 BED	12	24
3 BED	2	6
TOTAL	**15**	**31**
SRO	3	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 18TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

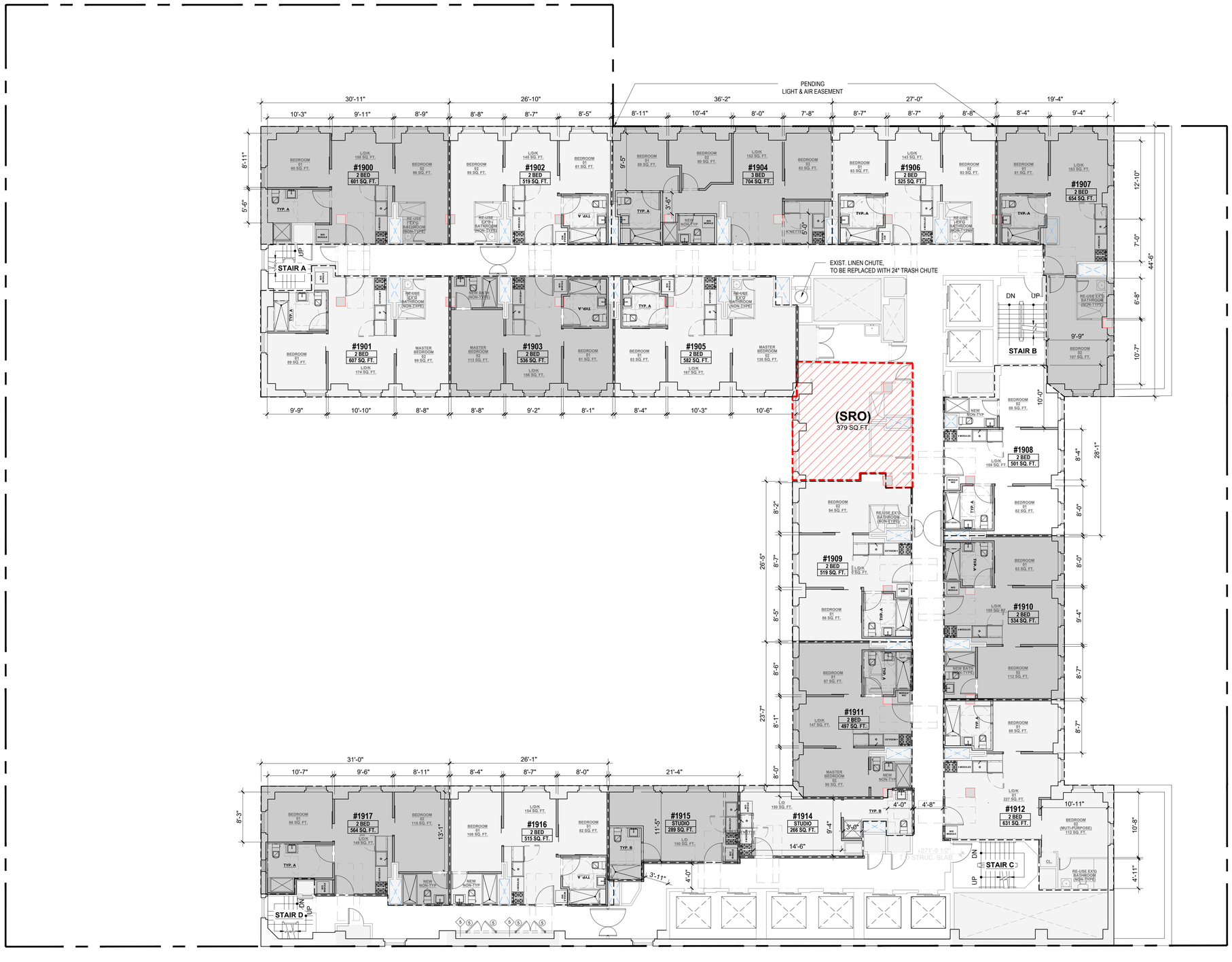
DRAWING TITLE:

PROPOSED PLAN
18TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-115.00



FLOOR 019		
	UNIT #	BED #
STUDIO	2	2
1 BED	0	0
2 BED	14	28
3 BED	1	3
TOTAL	**17**	**33**
SRO	1	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 19TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

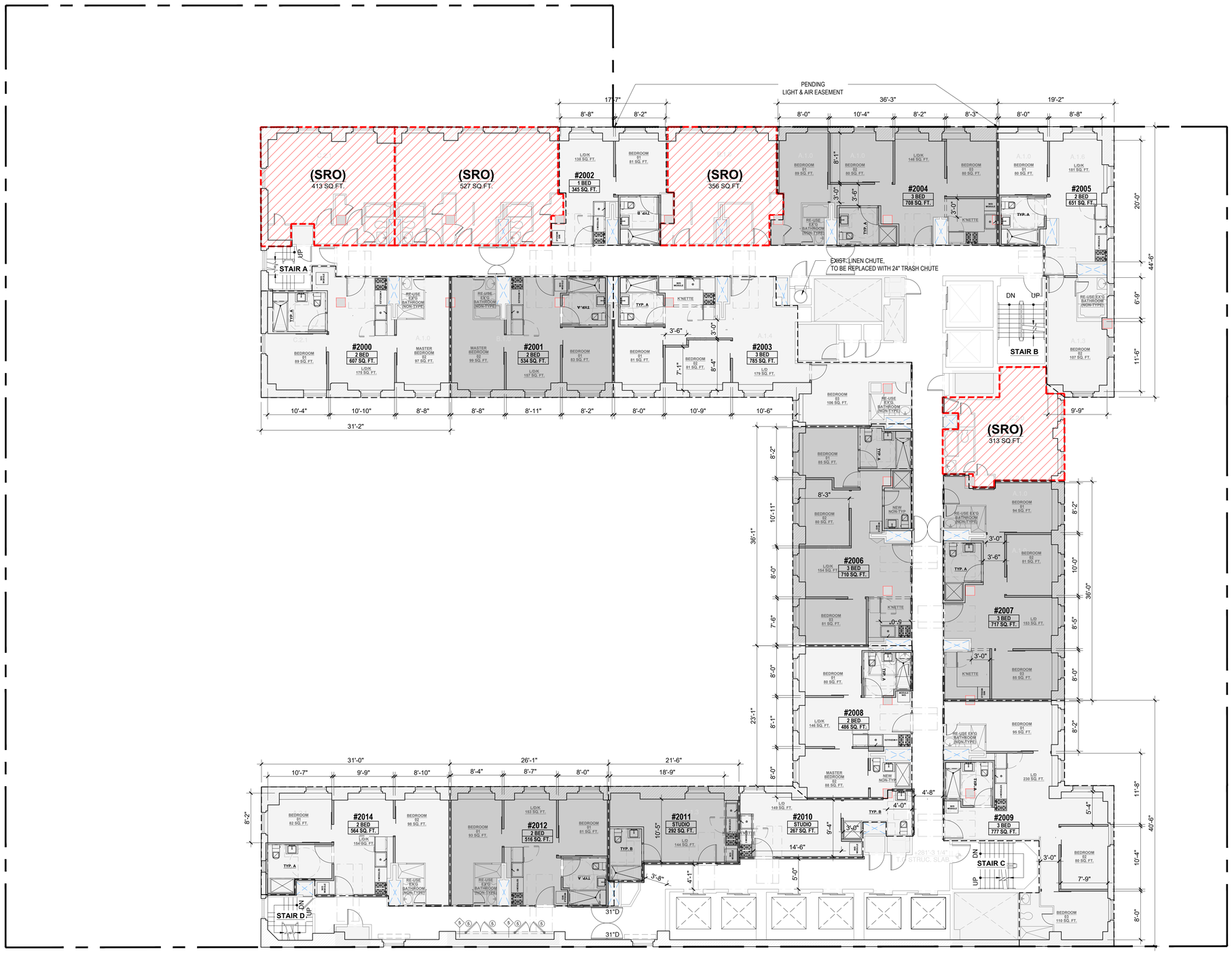
DRAWING TITLE:

PROPOSED PLAN
19TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-116.00



FLOOR 020		
	UNIT #	BED #
STUDIO	2	2
1 BED	1	1
2 BED	6	12
3 BED	5	15
TOTAL	**14**	**30**
SRO	4	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 20TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

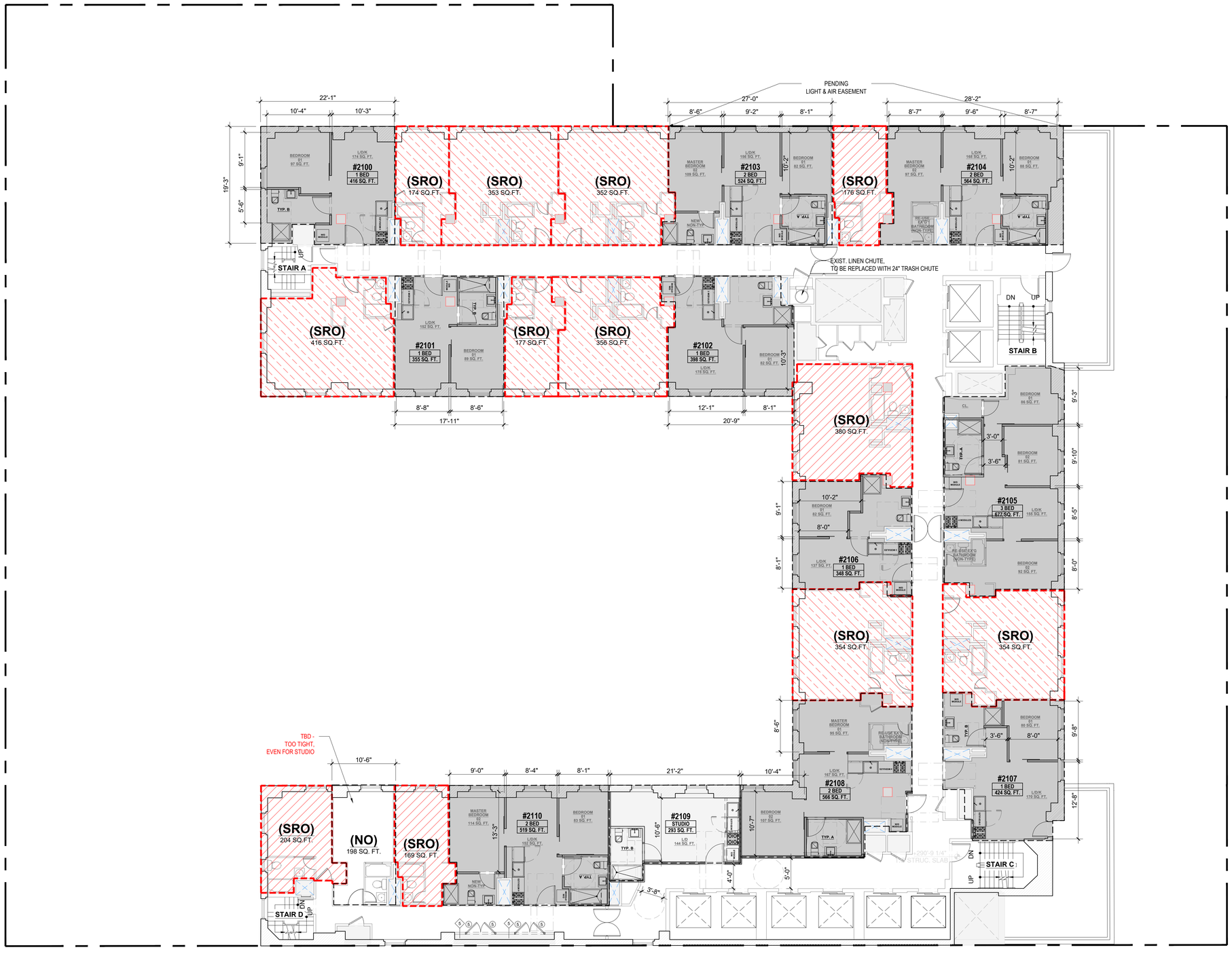
DRAWING TITLE:

PROPOSED PLAN
20TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-117.00



FLOOR 021		
	UNIT #	BED #
STUDIO	1	1
1 BED	5	5
2 BED	4	8
3 BED	1	3
TOTAL	**11**	**17**
SRO	0	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- **N.I.C.** NOT IN CONTRACT

1 PROPOSED PLAN - 21ST FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

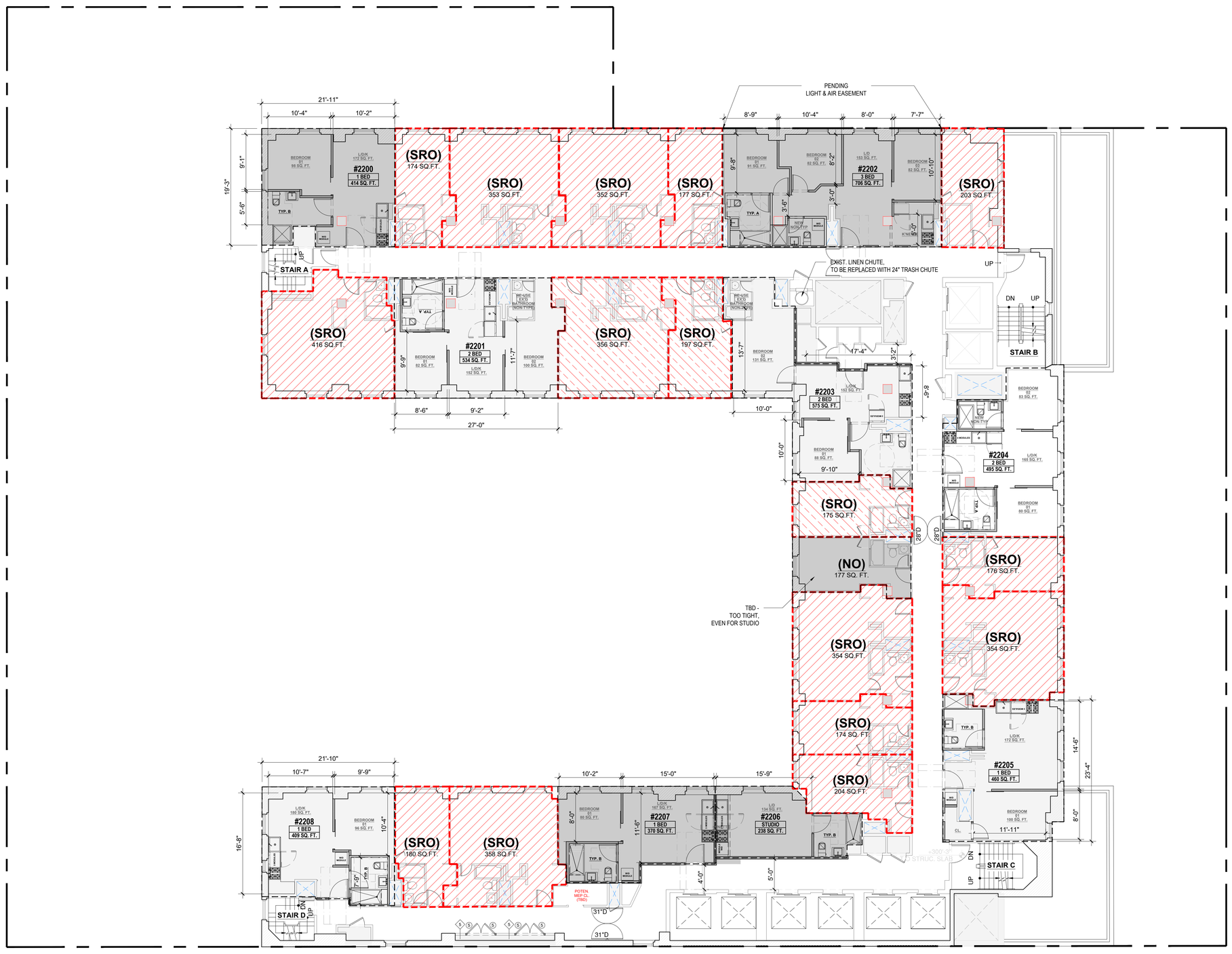
DRAWING TITLE:

PROPOSED PLAN
21ST FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-118.00



FLOOR 022		
	UNIT #	BED #
STUDIO	1	1
1 BED	4	4
2 BED	3	6
3 BED	1	3
TOTAL	**9**	**14**
SRO	16	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 22ND FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

PROPOSED PLAN
22ND FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-119.00



FLOOR 023

	UNIT #	BED #
STUDIO	1	1
1 BED	0	0
2 BED	11	22
3 BED	3	9
TOTAL	**15**	**32**
SRO	0	

LEGEND

- EXISTING WALL TO REMAIN
- EXISTING EXTERIOR WALL TO REMAIN
- PROPOSED WALL
- EXISTING PLUMBING CHASE
- SRO UNIT
- EXISTING COLUMN
- MECHANICAL/PLUMBING CHASE AREA
- PROPERTY LINE
- N.I.C. NOT IN CONTRACT

1 PROPOSED PLAN - 23RD FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

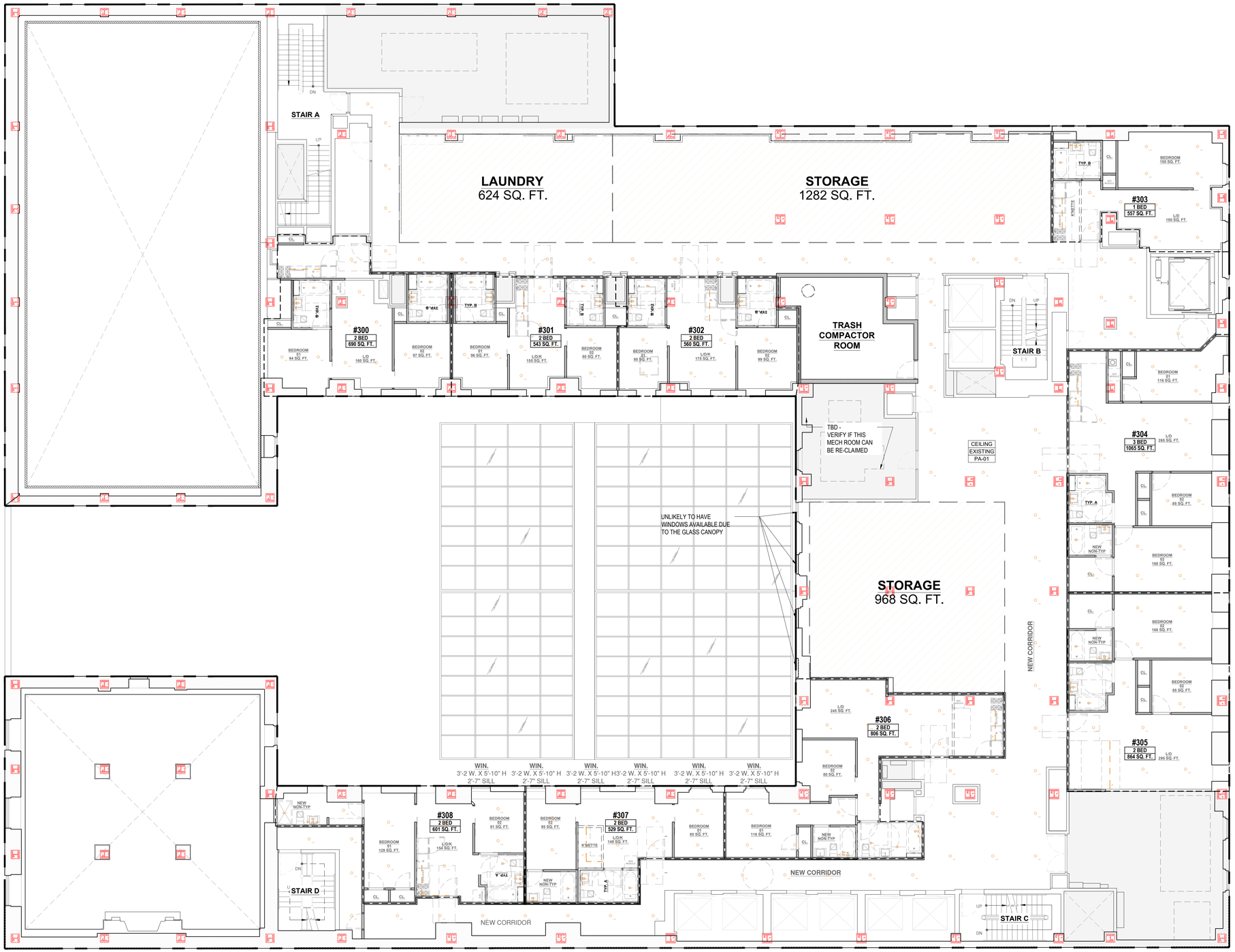
DRAWING TITLE:

PROPOSED PLAN
23RD FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-120.00



1 REFLECTED CEILING PLAN - 3RD FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

LIGHTING LEGEND

EXISTING

EX'G — DOWNLIGHTS
EX'G — ILLUMINATED MIRROR

NEW

L1 — DOWNLIGHTS
L2 — UNDER CABINET TASK LIGHT
L3 — WALL WASHER LIGHT
L4 — ILLUMINATED MIRROR

LEGEND

SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

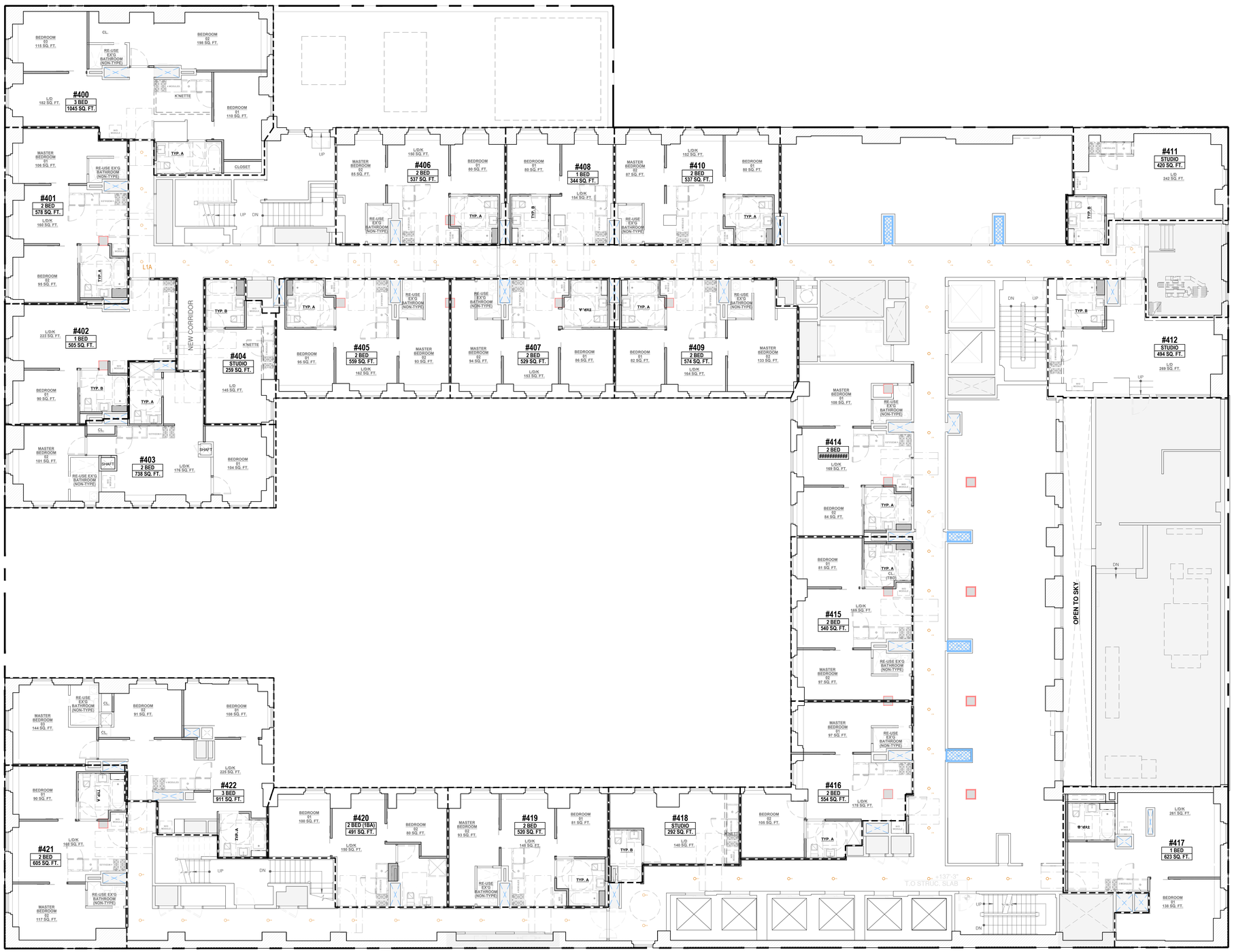
DRAWING TITLE:

REFLECTED CEILING PLAN
3RD FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-135.00



LIGHTING LEGEND

EXISTING

EX'G	○	DOWNLIGHTS
EX'G	- - - -	ILLUMINATED MIRROR

NEW

L1	○	DOWNLIGHTS
L2	— — —	UNDER CABINET TASK LIGHT
L3	———	WALL WASHER LIGHT
L4	- - - - -	ILLUMINATED MIRROR

LEGEND

SD/CMD	SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 4TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

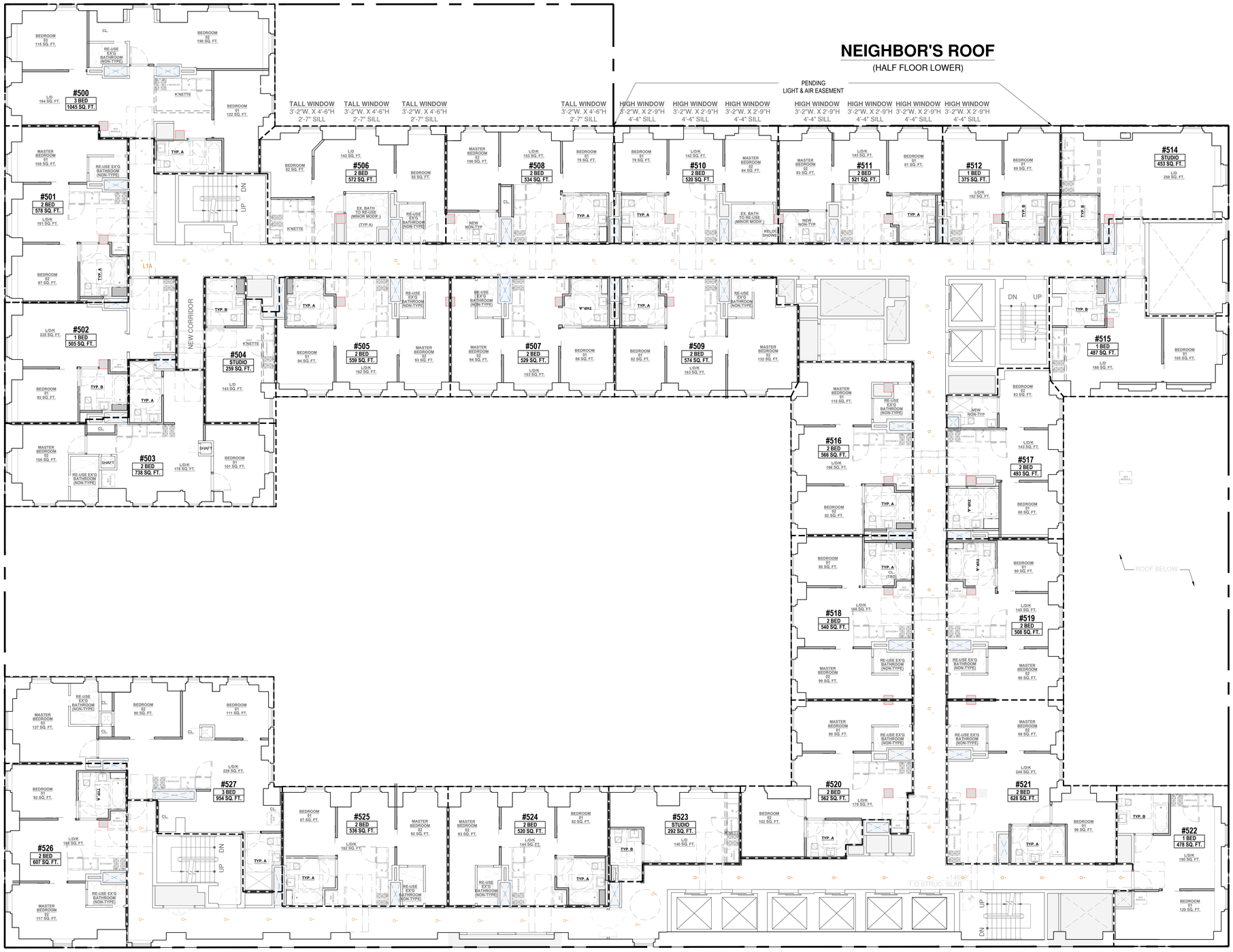
DRAWING TITLE:

REFLECTED CEILING PLAN
4TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-136.00



LIGHTING LEGEND

EXISTING

- EX'G — DOWNLIGHTS
- EX'G — ILLUMINATED MIRROR

NEW

- L1 — DOWNLIGHTS
- L2 — UNDER CABINET TASK LIGHT
- L3 — WALL WASHER LIGHT
- L4 — ILLUMINATED MIRROR

LEGEND

SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 5TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

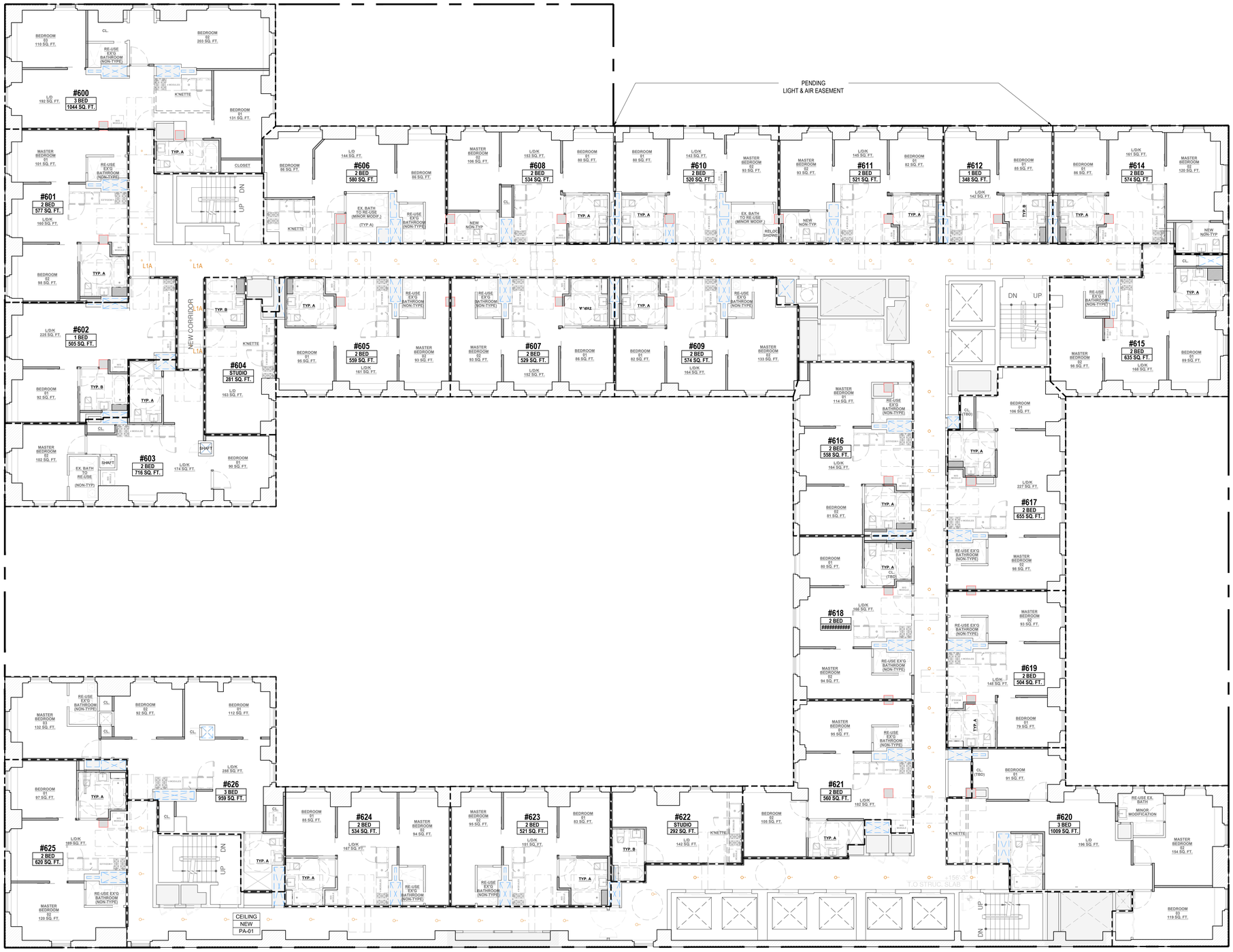
DRAWING TITLE:

REFLECTED CEILING PLAN
5TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-137.00



LIGHTING LEGEND

EXISTING

- EX'G — DOWNLIGHTS
- EX'G — ILLUMINATED MIRROR

NEW

- L1 — DOWNLIGHTS
- L2 — UNDER CABINET TASK LIGHT
- L3 — WALL WASHER LIGHT
- L4 — ILLUMINATED MIRROR

LEGEND

SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 6TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

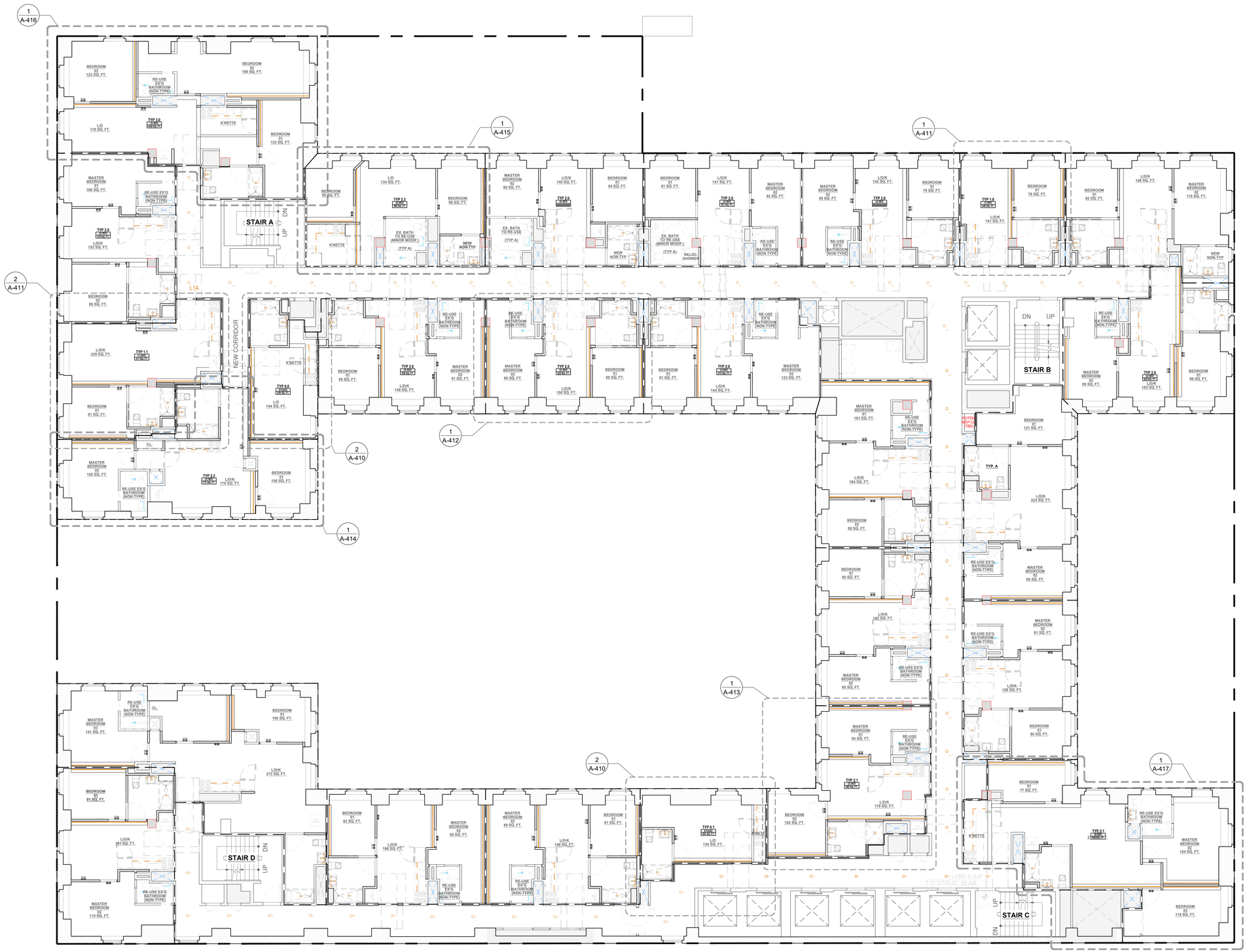
DRAWING TITLE:

REFLECTED CEILING PLAN
6TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-138.00



LIGHTING LEGEND

EXISTING

EX'G	○	DOWNLIGHTS
EX'G	- - -	ILLUMINATED MIRROR

NEW

L1	○	DOWNLIGHTS
L2	- · -	UNDER CABINET TASK LIGHT
L3	———	WALL WASHER LIGHT
L4	- - -	ILLUMINATED MIRROR

LEGEND

SD/CMD	SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 7TH, 8TH, 9TH, 10TH & 12ND FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022	50% CD SUBMISSION
04.04.2022	SD SUBMISSION

SEAL:

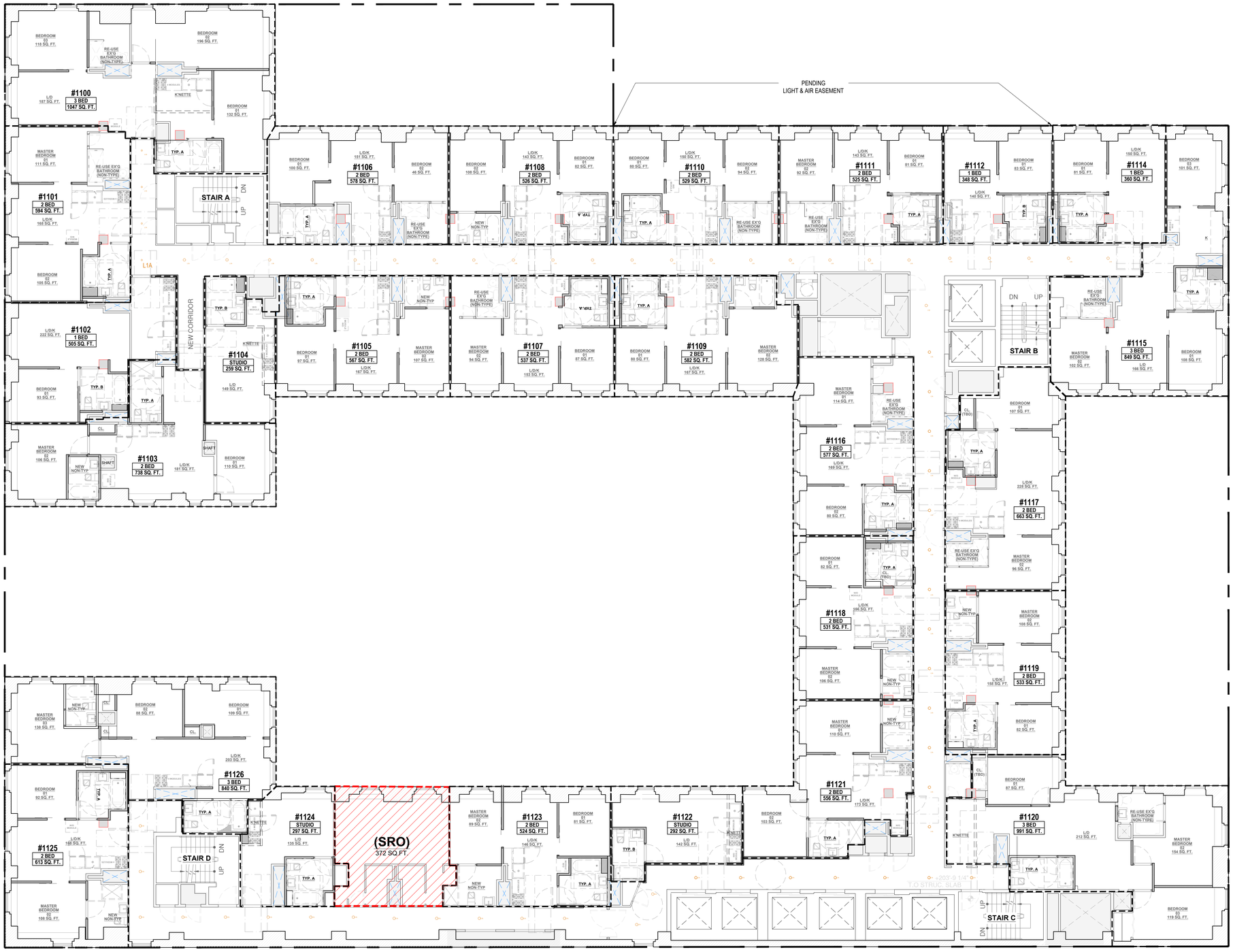
DRAWING TITLE:

REFLECTED CEILING PLAN
7TH-10TH & 12TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-139.00



LIGHTING LEGEND

EXISTING

EX'G — DOWNLIGHTS

EX'G — ILLUMINATED MIRROR

NEW

L1 — DOWNLIGHTS

L2 — UNDER CABINET TASK LIGHT

L3 — WALL WASHER LIGHT

L4 — ILLUMINATED MIRROR

LEGEND

SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 11ST FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

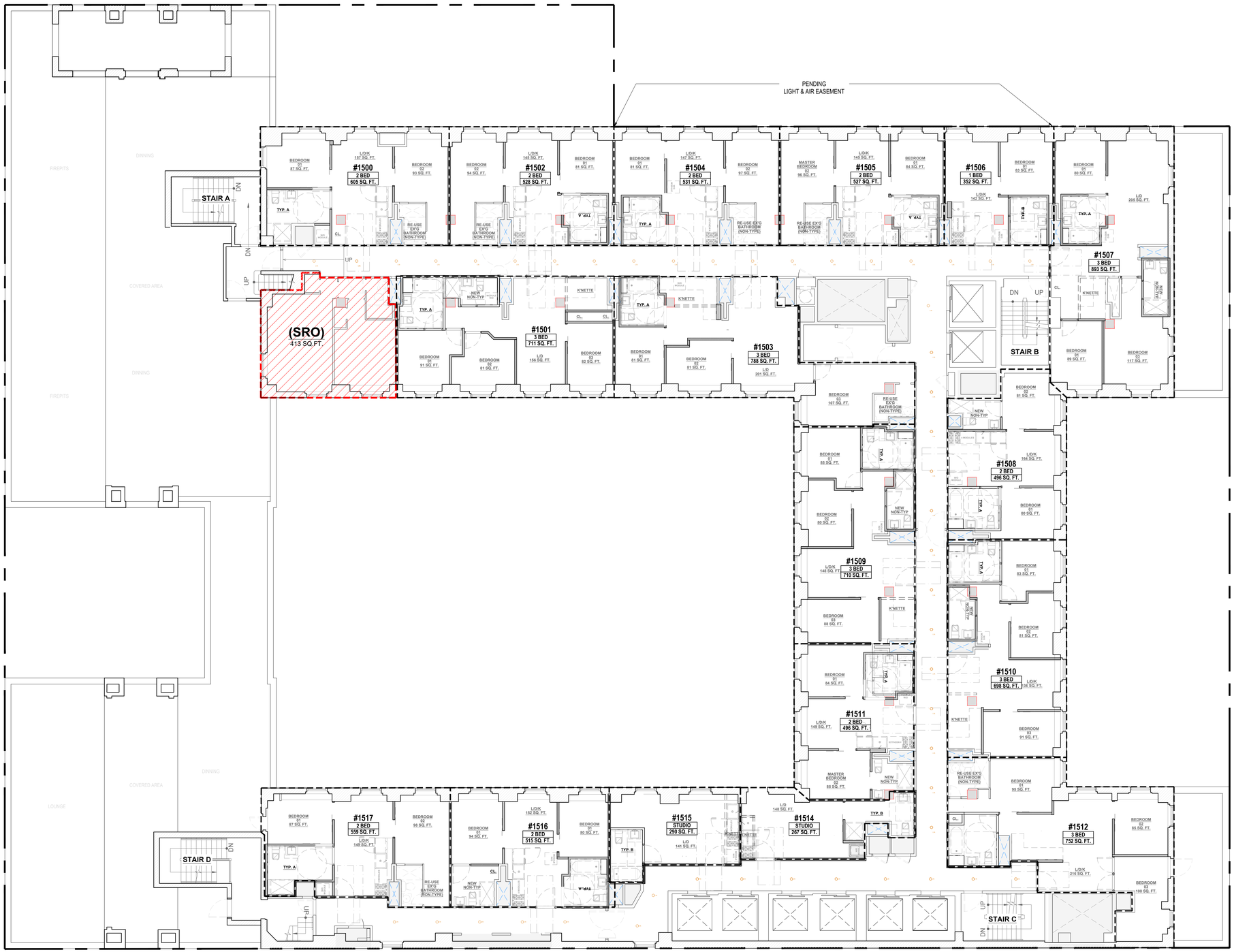
DRAWING TITLE:

REFLECTED CEILING PLAN
11ST FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-140.00



LIGHTING LEGEND

EXISTING

- EX'G — DOWNLIGHTS
- EX'G — ILLUMINATED MIRROR

NEW

- L1 — DOWNLIGHTS
- L2 — UNDER CABINET TASK LIGHT
- L3 — WALL WASHER LIGHT
- L4 — ILLUMINATED MIRROR

LEGEND

- SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 15TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

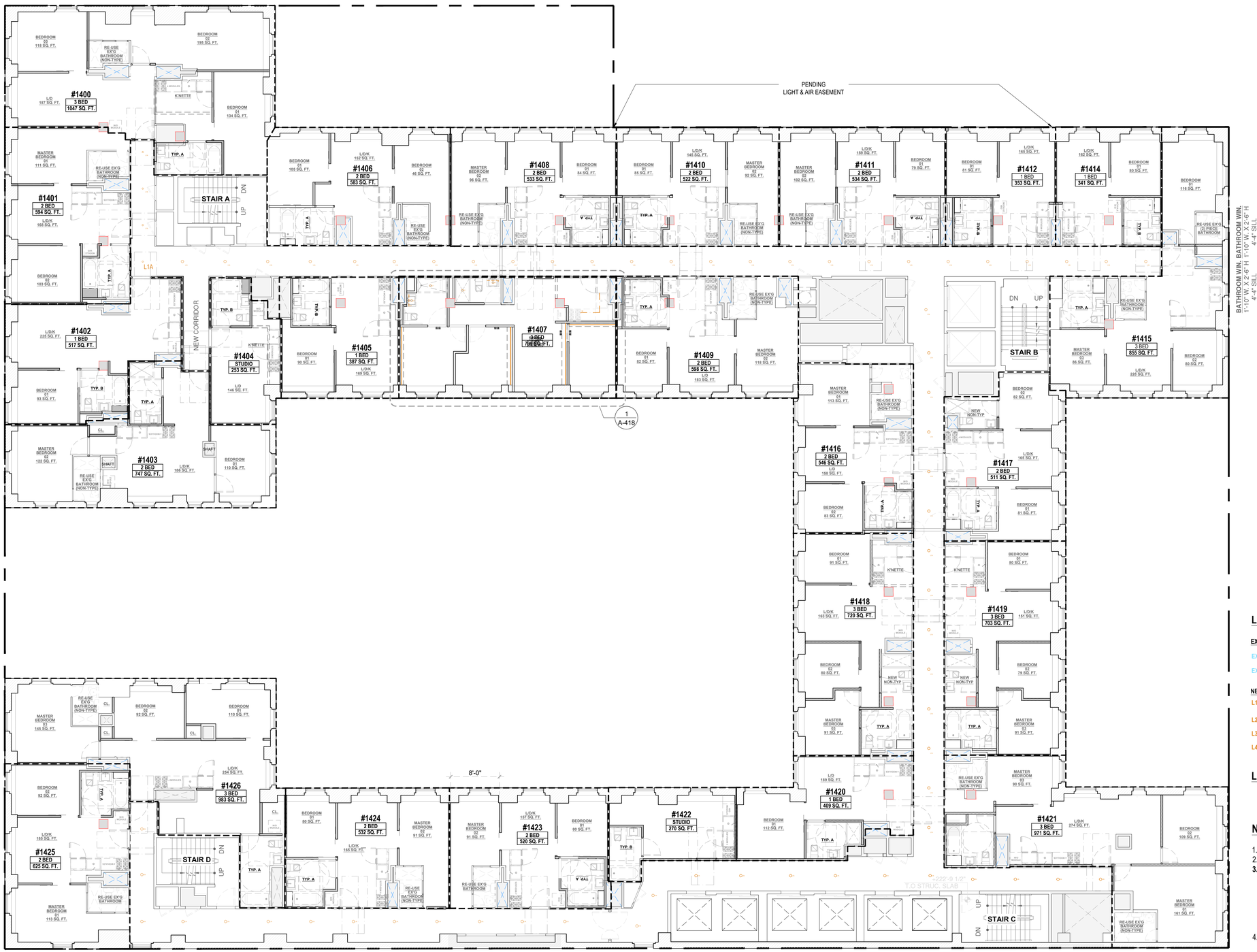
DRAWING TITLE:

REFLECTED CEILING PLAN
15TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-142.00



LIGHTING LEGEND

EXISTING

- EX'G — DOWNLIGHTS
- EX'G — ILLUMINATED MIRROR

NEW

- L1 — DOWNLIGHTS
- L2 — UNDER CABINET TASK LIGHT
- L3 — WALL WASHER LIGHT
- L4 — ILLUMINATED MIRROR

LEGEND

SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 14TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022	50% CD SUBMISSION
04.04.2022	SD SUBMISSION

SEAL:

DRAWING TITLE:

REFLECTED CEILING PLAN
14TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-141.00



LIGHTING LEGEND

EXISTING

EX'G		DOWNLIGHTS
EX'G		ILLUMINATED MIRROR

NEW

L1		DOWNLIGHTS
L2		UNDER CABINET TASK LIGHT
L3		WALL WASHER LIGHT
L4		ILLUMINATED MIRROR

LEGEND

SD/CMD	SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 16TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

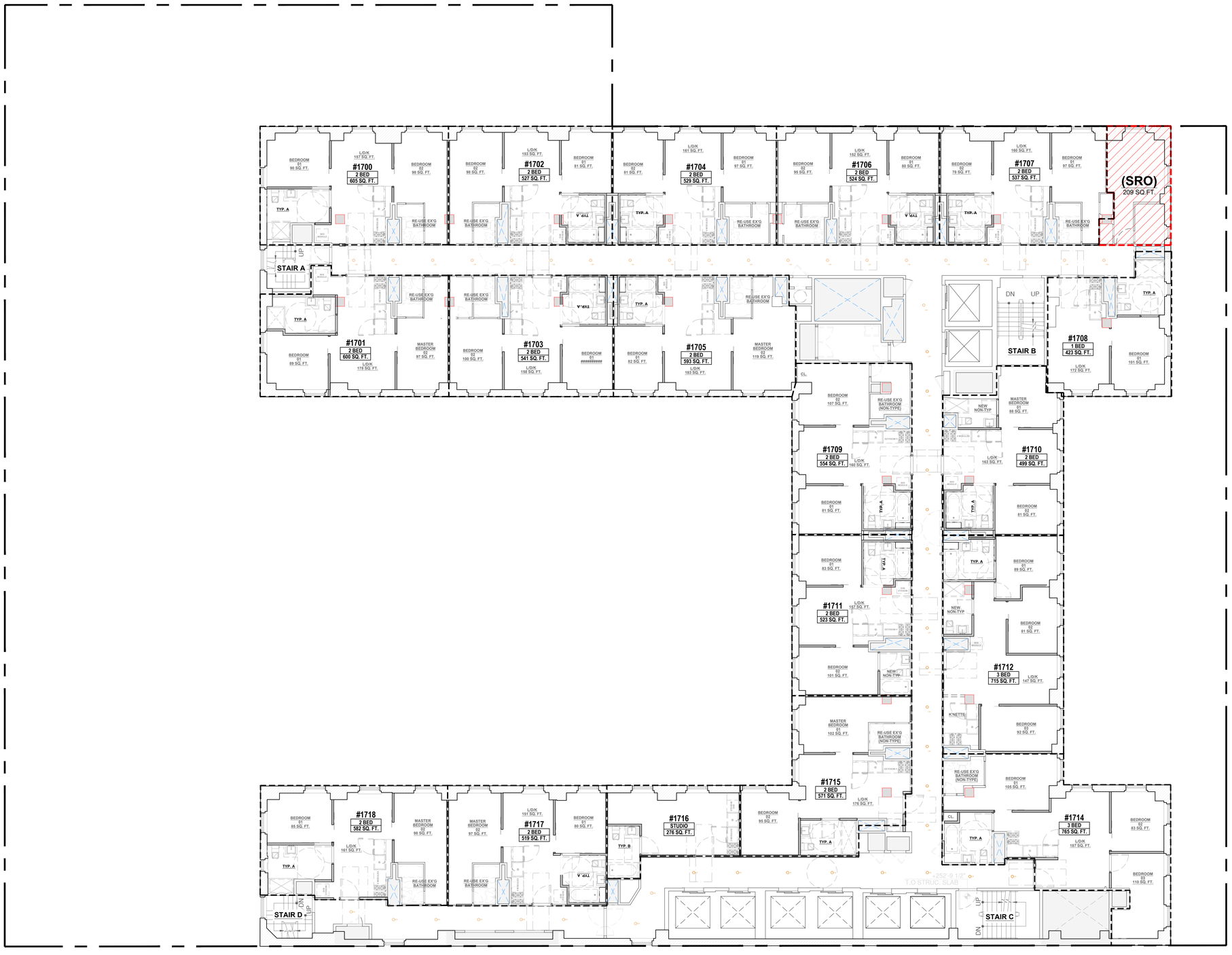
DRAWING TITLE:

REFLECTED CEILING PLAN
16TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-143.00



LIGHTING LEGEND

EXISTING

EX'G		DOWNLIGHTS
EX'G		ILLUMINATED MIRROR

NEW

L1		DOWNLIGHTS
L2		UNDER CABINET TASK LIGHT
L3		WALL WASHER LIGHT
L4		ILLUMINATED MIRROR

LEGEND

SD/CMD	SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 17TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

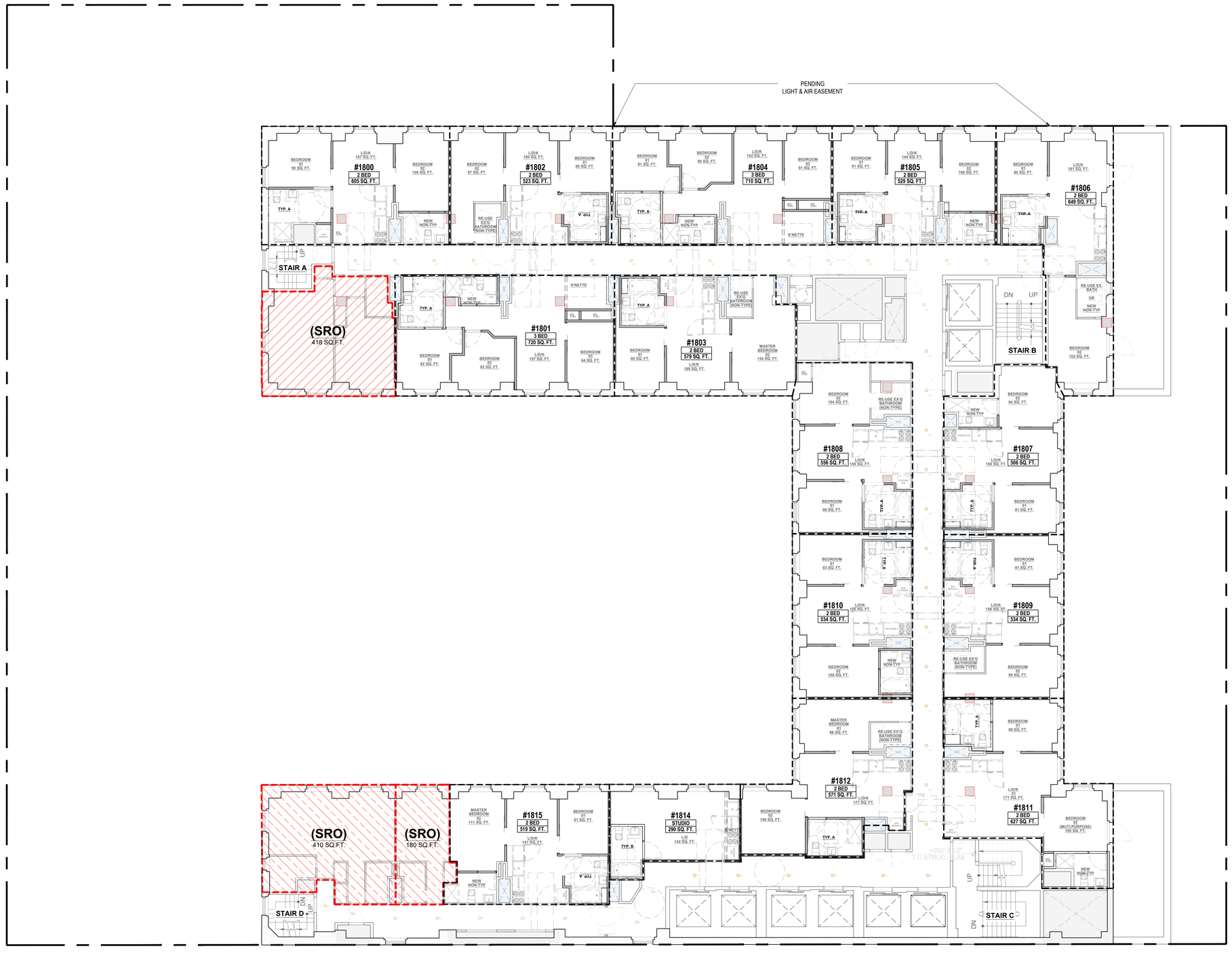
DRAWING TITLE:

REFLECTED CEILING PLAN
17TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-144.00



LIGHTING LEGEND

EXISTING

EX'G — DOWNLIGHTS

EX'G — ILLUMINATED MIRROR

NEW

L1 — DOWNLIGHTS

L2 — UNDER CABINET TASK LIGHT

L3 — WALL WASHER LIGHT

L4 — ILLUMINATED MIRROR

LEGEND

SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 18TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

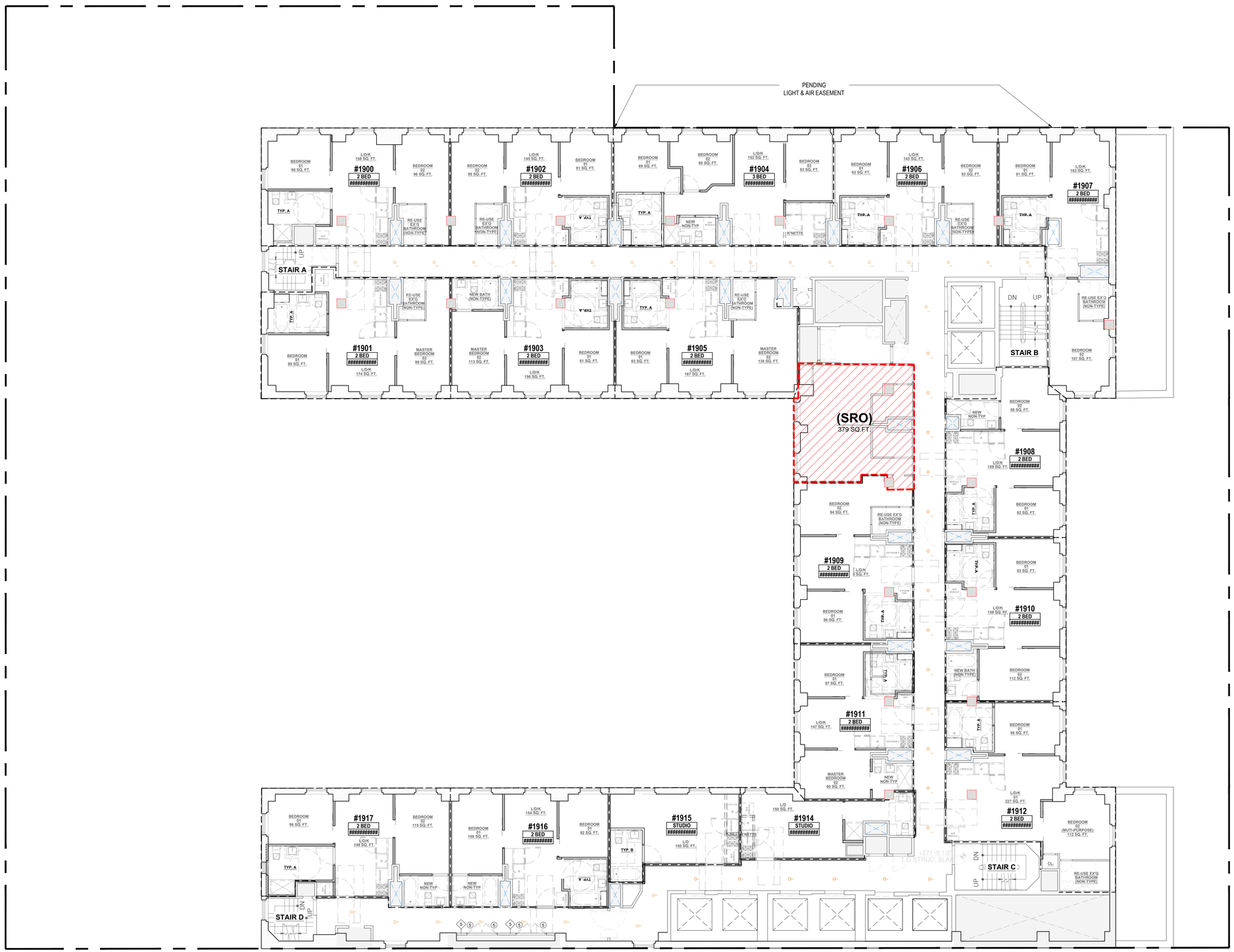
DRAWING TITLE:

REFLECTED CEILING PLAN
18TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-145.00



LIGHTING LEGEND

EXISTING

- EX'G — DOWNLIGHTS
- EX'G — ILLUMINATED MIRROR

NEW

- L1 — DOWNLIGHTS
- L2 — UNDER CABINET TASK LIGHT
- L3 — WALL WASHER LIGHT
- L4 — ILLUMINATED MIRROR

LEGEND

SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 19TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

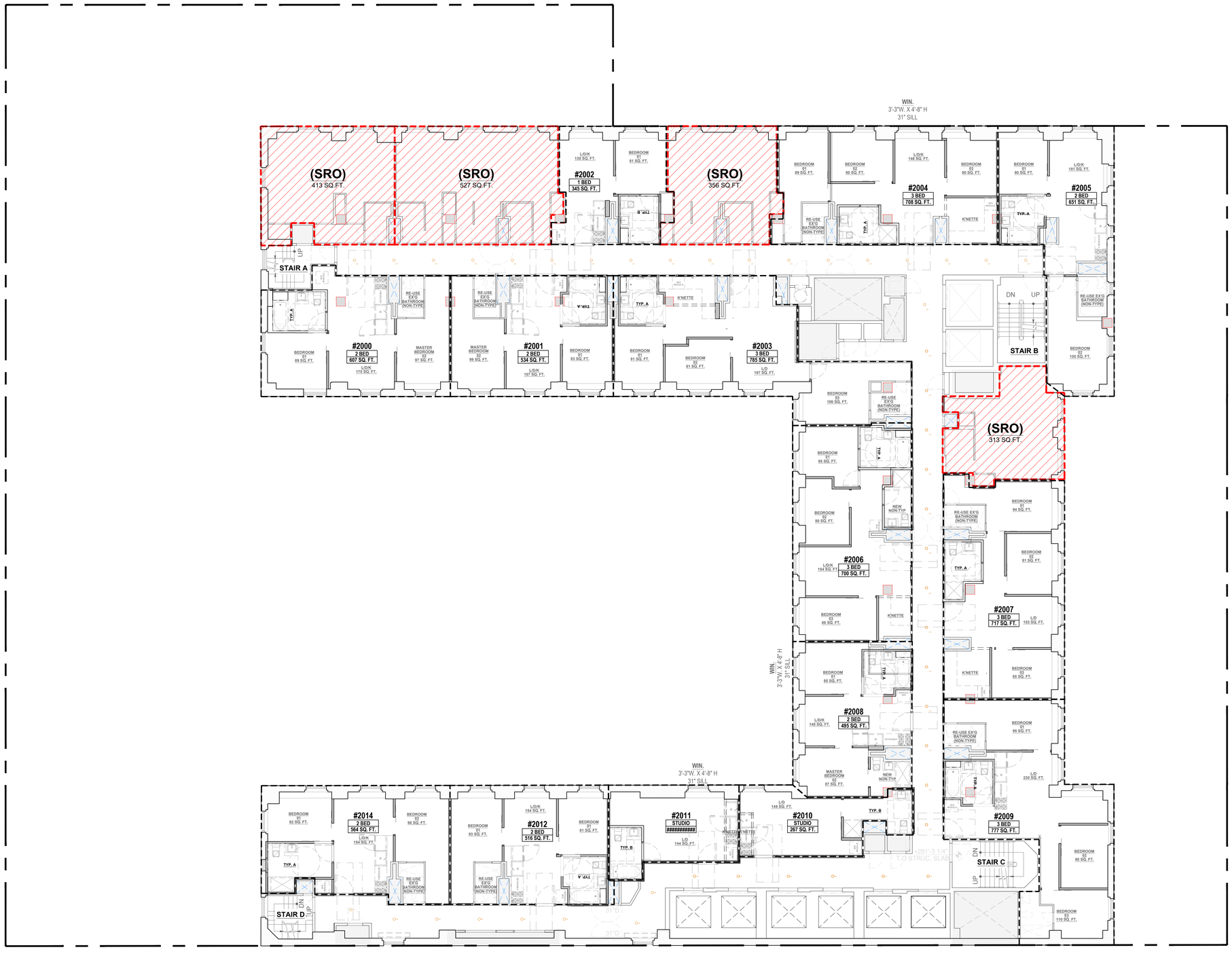
DRAWING TITLE:

REFLECTED CEILING PLAN
19TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-146.00



LIGHTING LEGEND

EXISTING

- EX'G — DOWNLIGHTS
- EX'G — ILLUMINATED MIRROR

NEW

- L1 — DOWNLIGHTS
- L2 — UNDER CABINET TASK LIGHT
- L3 — WALL WASHER LIGHT
- L4 — ILLUMINATED MIRROR

LEGEND

SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 20TH FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

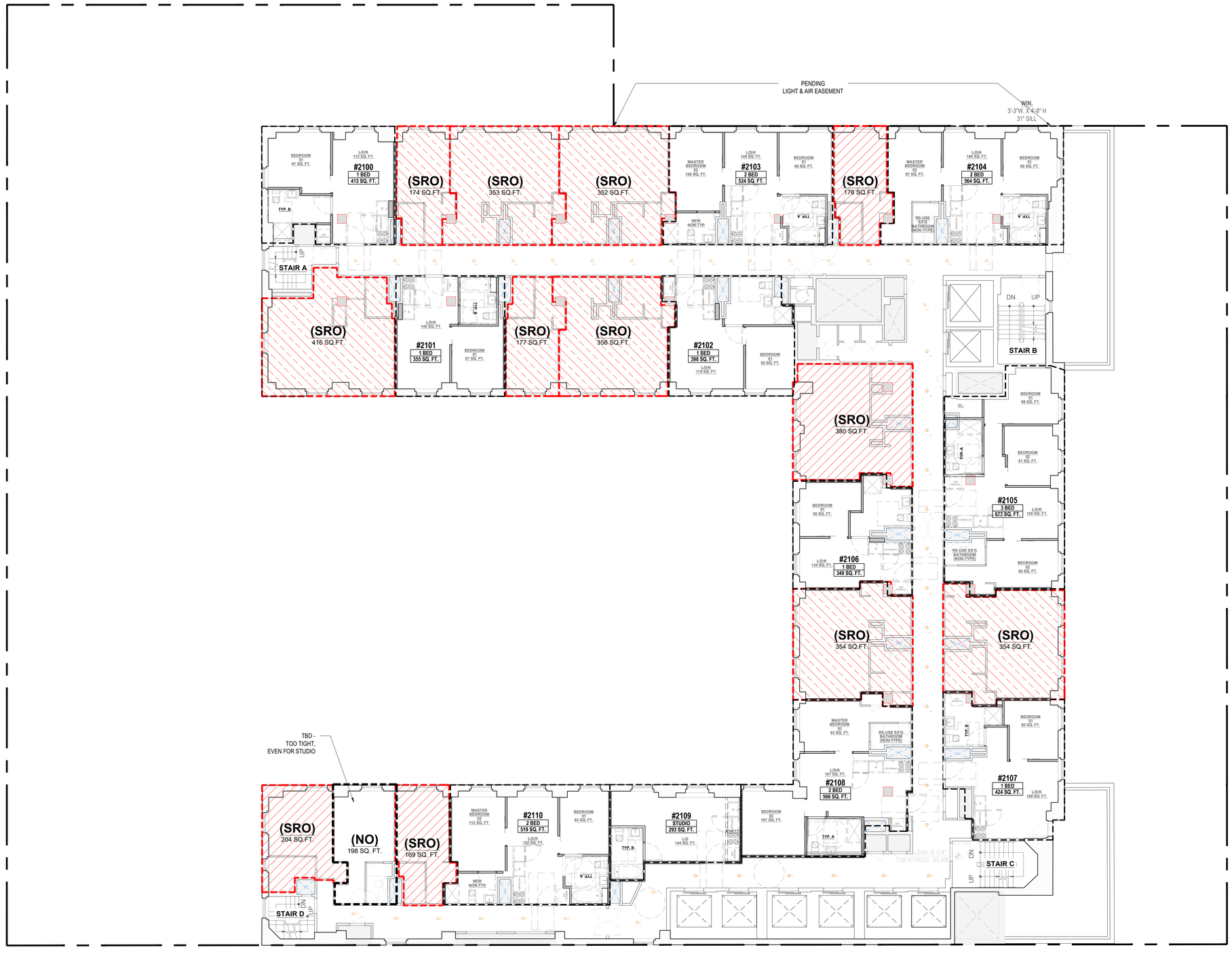
DRAWING TITLE:

REFLECTED CEILING PLAN
20TH FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-147.00



LIGHTING LEGEND

EXISTING

EX'G — **DOWNLIGHTS**

EX'G — **ILLUMINATED MIRROR**

NEW

L1 — **DOWNLIGHTS**

L2 — **UNDER CABINET TASK LIGHT**

L3 — **WALL WASHER LIGHT**

L4 — **ILLUMINATED MIRROR**

LEGEND

SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 21ST FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

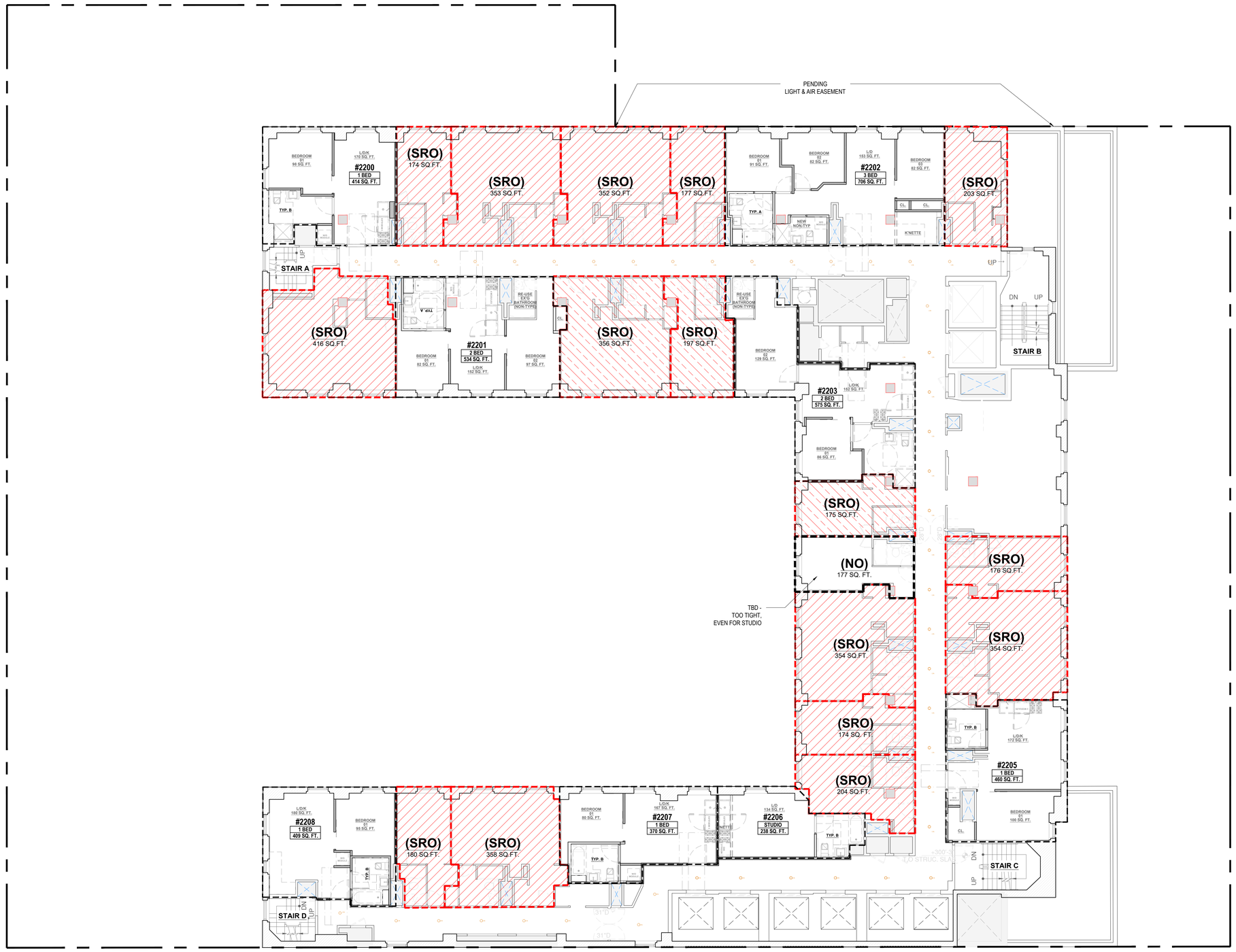
DRAWING TITLE:

REFLECTED CEILING PLAN
21ST FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-148.00



LIGHTING LEGEND

EXISTING

- EX'G — DOWNLIGHTS
- EX'G — ILLUMINATED MIRROR

NEW

- L1 — DOWNLIGHTS
- L2 — UNDER CABINET TASK LIGHT
- L3 — WALL WASHER LIGHT
- L4 — ILLUMINATED MIRROR

LEGEND

SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 22ND FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

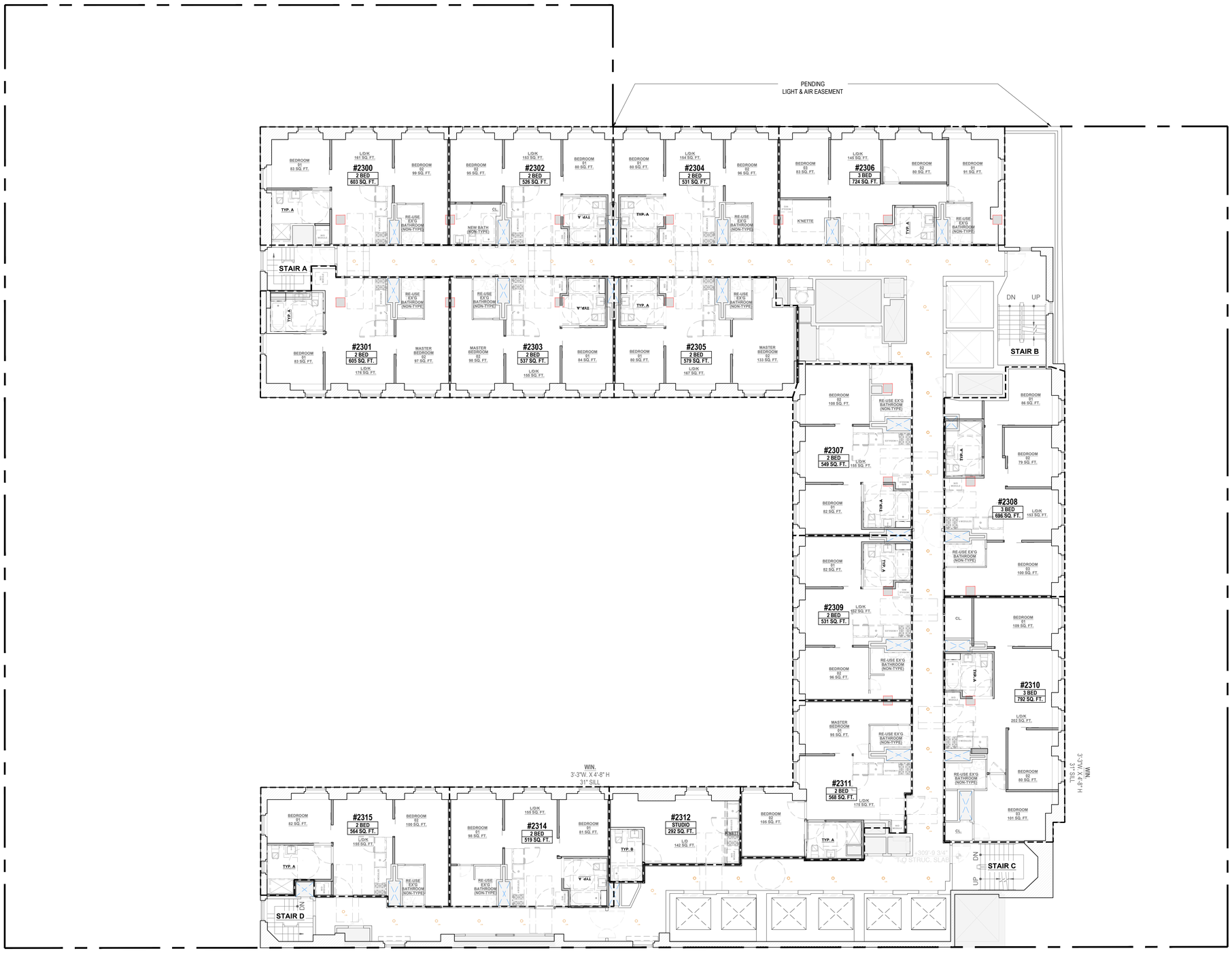
DRAWING TITLE:

REFLECTED CEILING PLAN
22ND FLOOR

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-149.00



LIGHTING LEGEND

EXISTING

- EX'G — DOWNLIGHTS
- EX'G — ILLUMINATED MIRROR

NEW

- L1 — DOWNLIGHTS
- L2 — UNDER CABINET TASK LIGHT
- L3 — WALL WASHER LIGHT
- L4 — ILLUMINATED MIRROR

LEGEND

SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

NOTES:

1. AMENITY SPACE LIGHTING DESIGN PENDING
2. 3RD FLOOR LIGHTING DESIGN PENDING
3. **RESIDENTIAL CORRIDOR RCP:**
   - 3.1. ALL EXISTING ACT TILE TO BE REPLACED BY GYB. DROP CEILING. EXISTING CEILING HEIGHT TO BE MAINTAINED
   - 3.2. ALL EXISTING GYB. DROP CEILING TO BE PATCH AND PAINT
4. SEE A-410 FOR TYPICAL RESIDENTIAL UNITS RCP DESIGN INTENT

1 REFLECTED CEILING PLAN - 23RD FLOOR
SCALE: 1/8" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

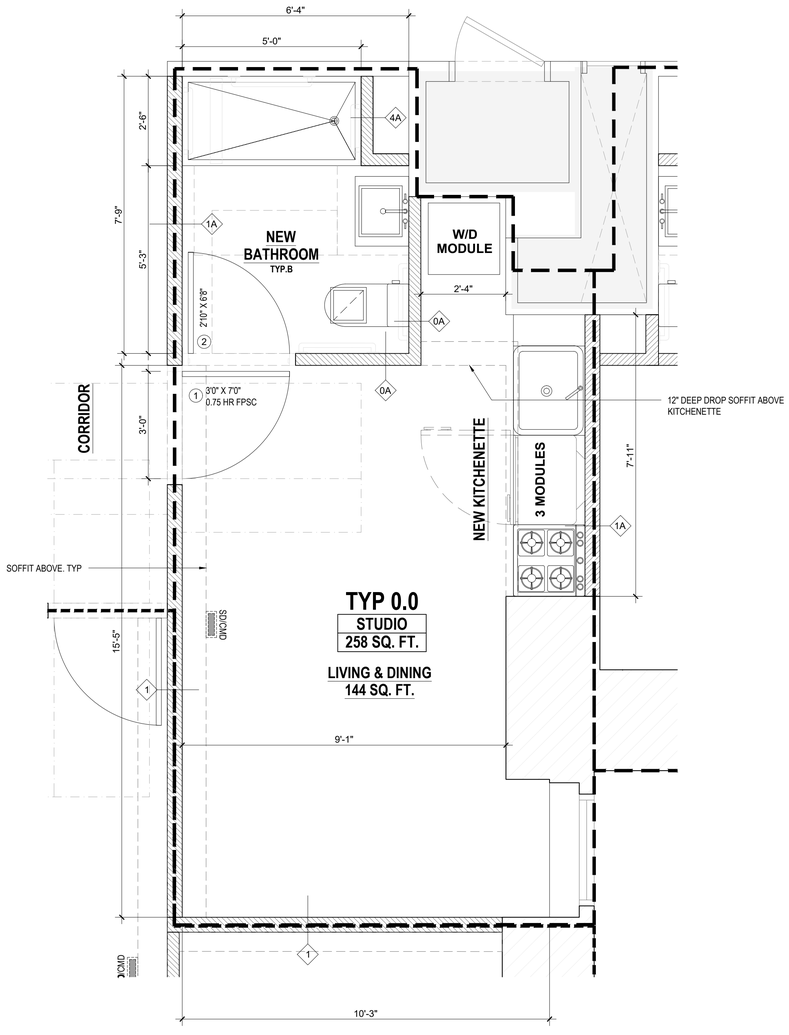
DRAWING TITLE:

REFLECTED CEILING PLAN
23RD FLOOR

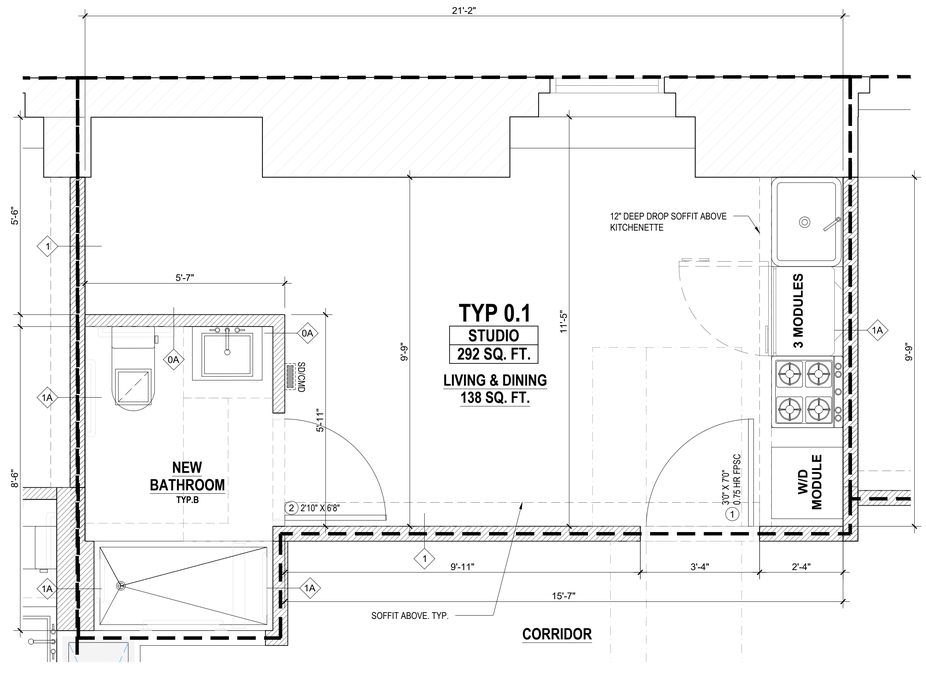
PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-150.00



1 STUDIO - TYPE 0.0
SCALE: 1/2" = 1'-0"



2 STUDIO - TYPE 0.1
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

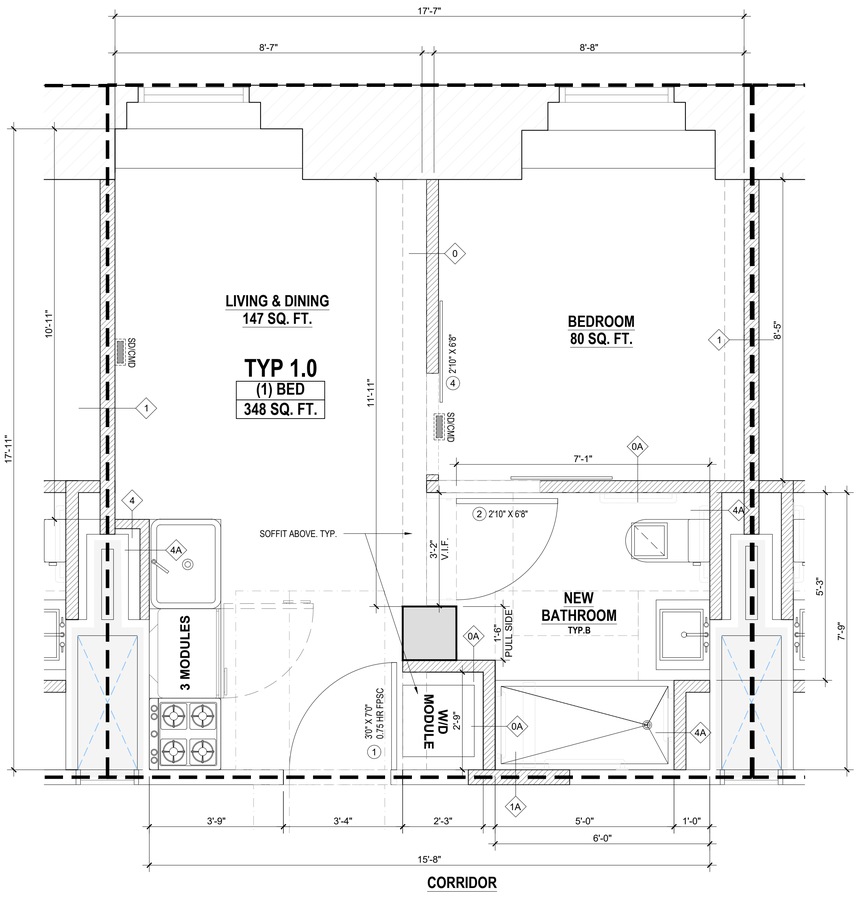
DRAWING TITLE:

TYPICAL PLAN
STUDIO

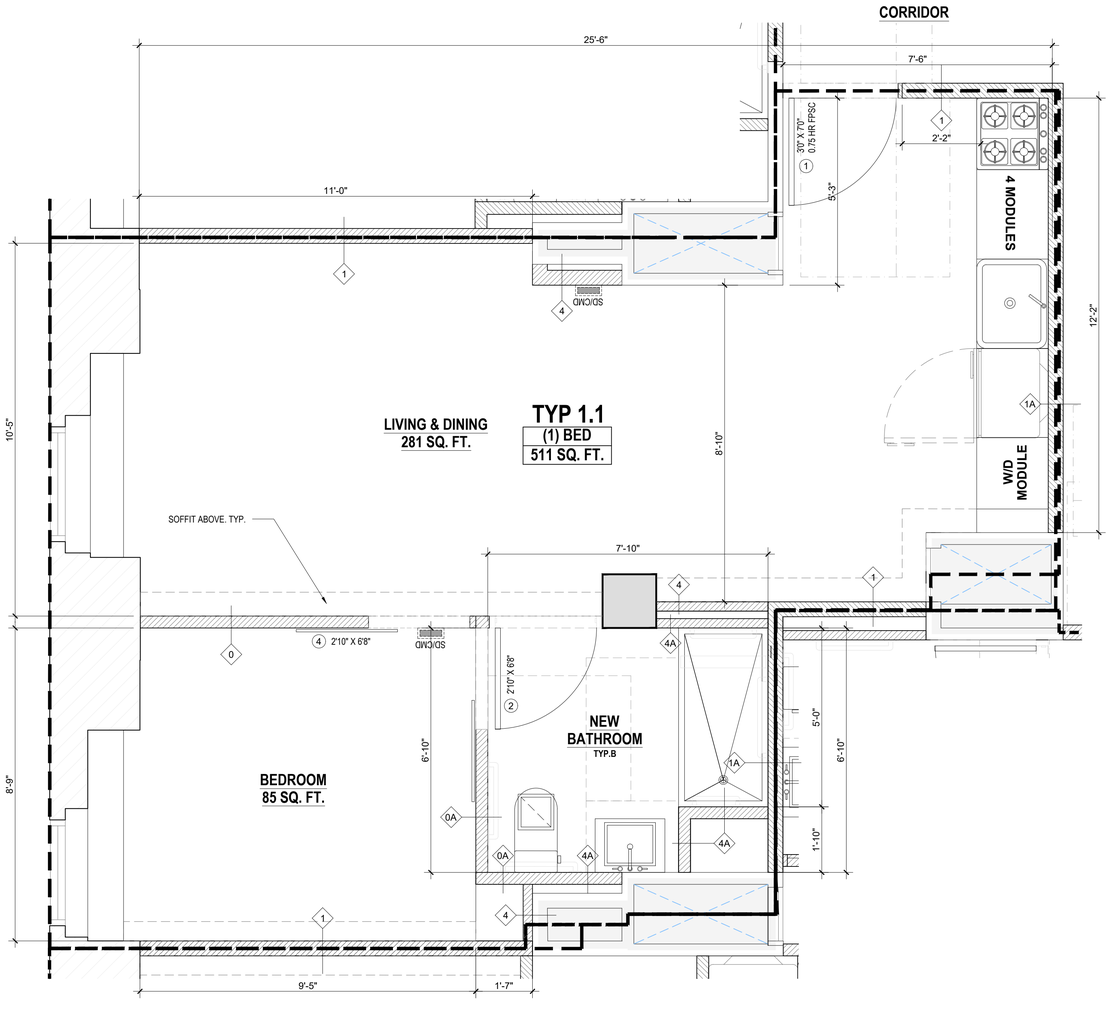
PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-400.00



1 (1) BEDROOM - TYPE 1.0
SCALE: 1/2" = 1'-0"



2 (1) BEDROOM - TYPE 1.1
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

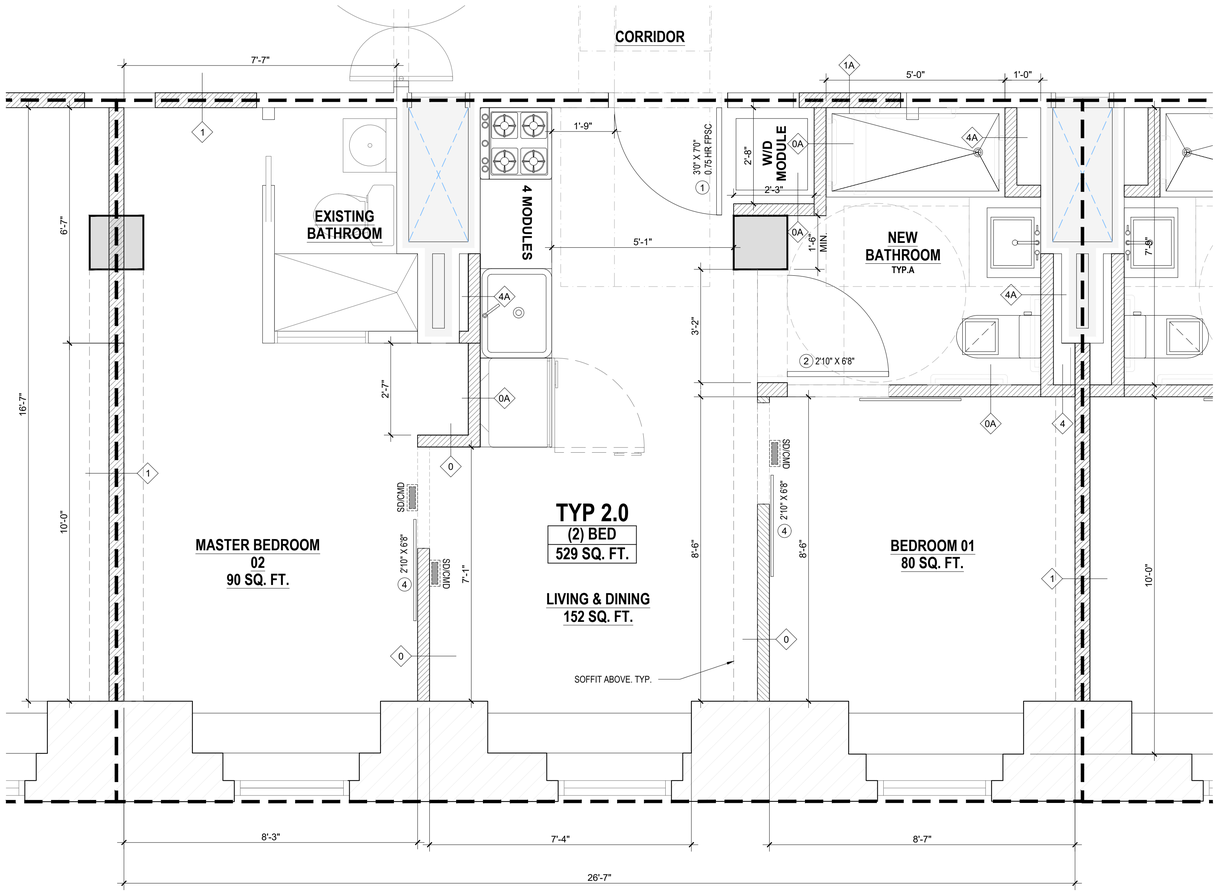
DRAWING TITLE:

TYPICAL PLAN
(1) BEDROOM

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-401.00



1 (2) BEDROOMS - TYPE 2.0
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

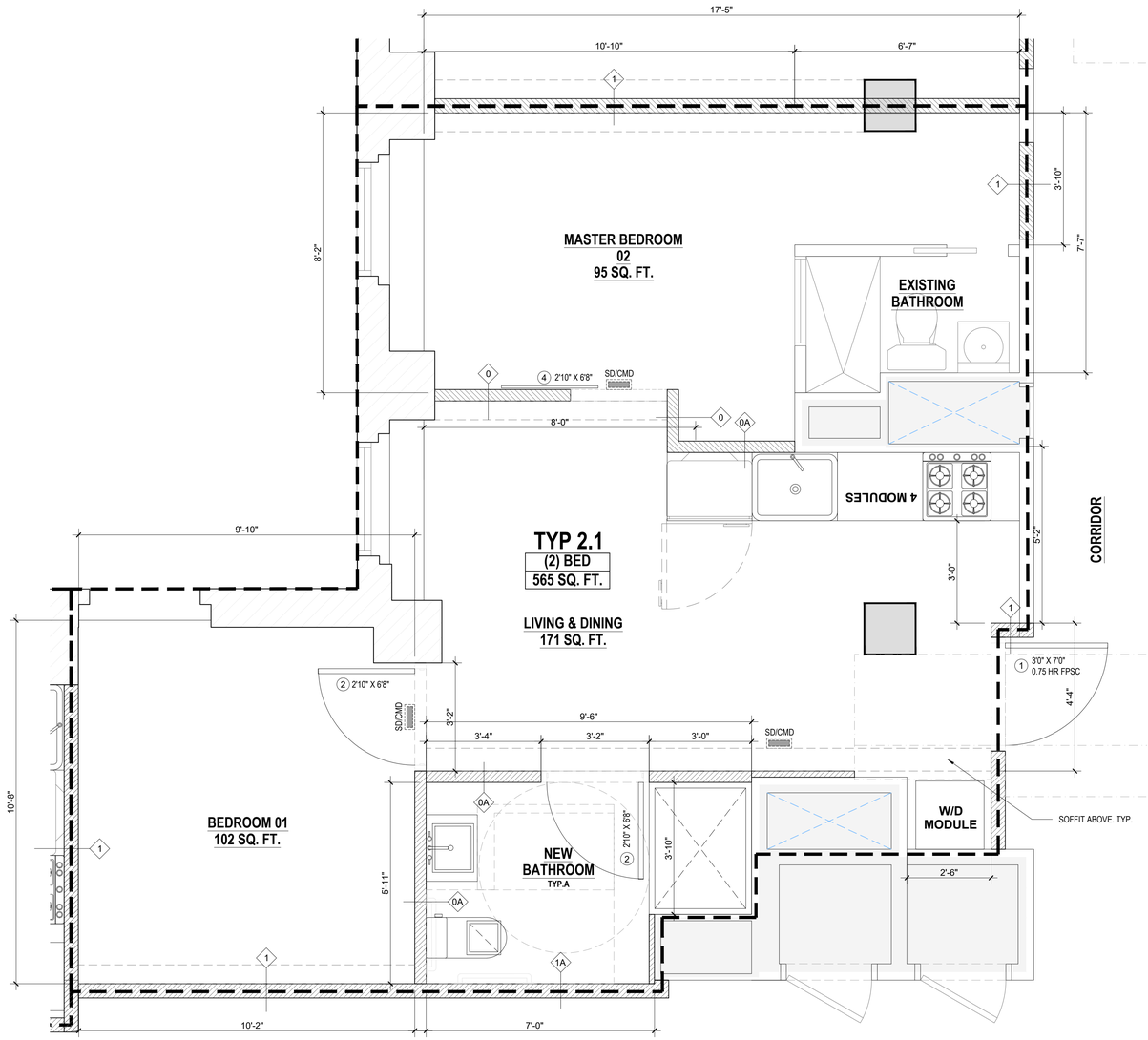
DRAWING TITLE:

TYPICAL PLAN
(2) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-402.00



1 (2) BEDROOMS - TYPE 2.1
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

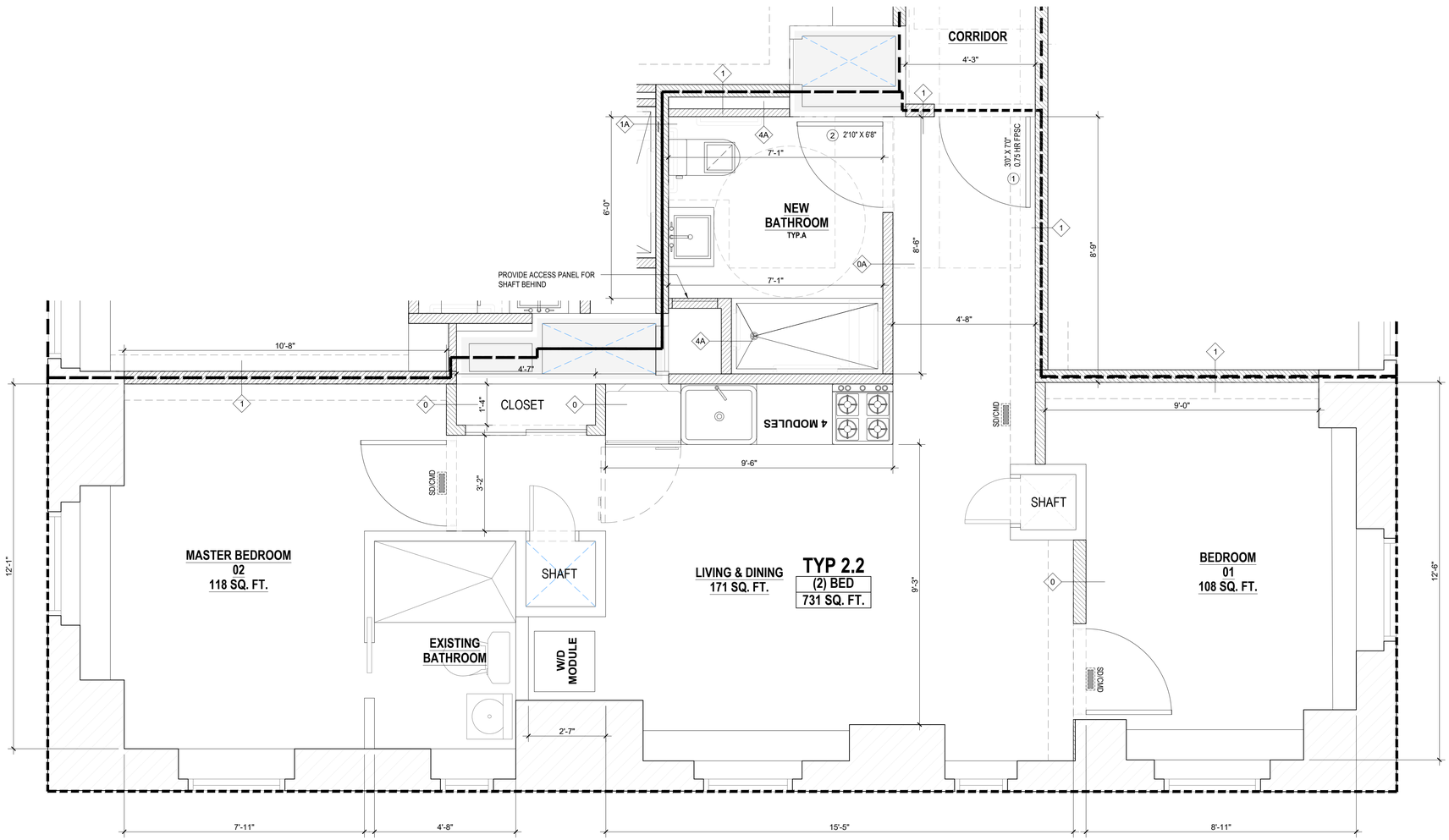
DRAWING TITLE:

TYPICAL PLAN
(2) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-403.00



1 (2) BEDROOMS - TYPE 2.2
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

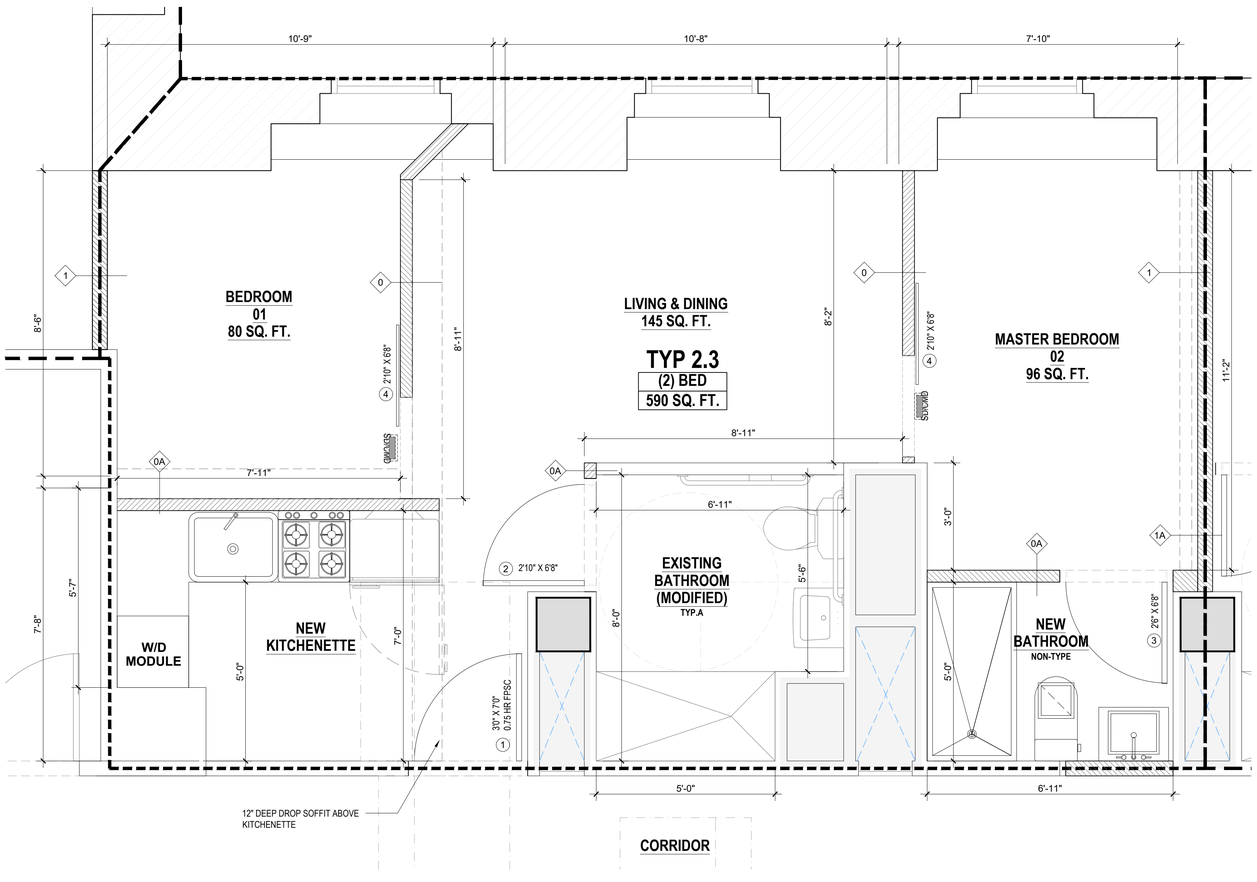
DRAWING TITLE:

TYPICAL PLAN
(2) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-404.00



1 (2) BEDROOMS - TYPE 2.3
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

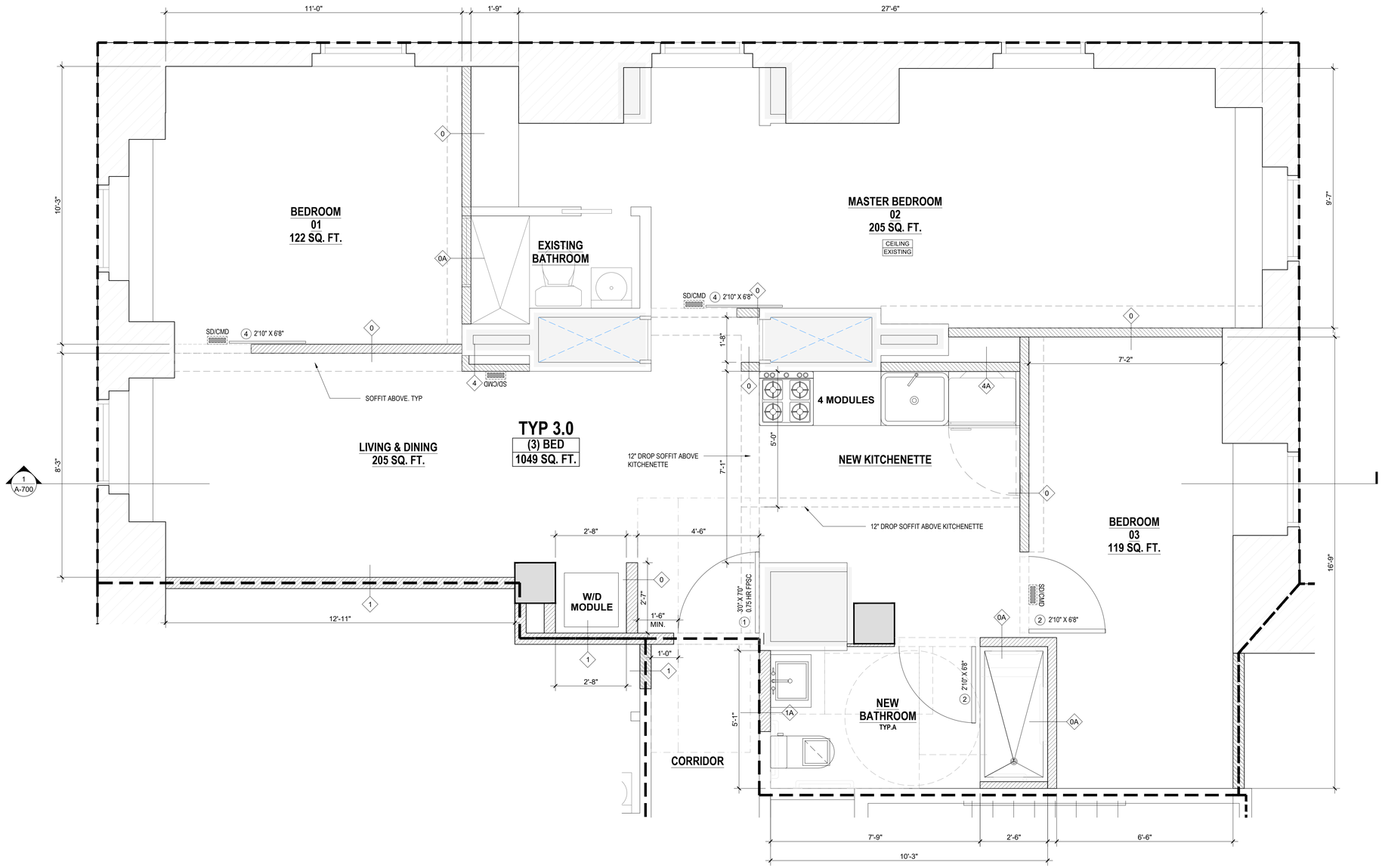
DRAWING TITLE:

TYPICAL PLAN
(2) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-405.00



1 (3) BEDROOMS - TYPE 3.0
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

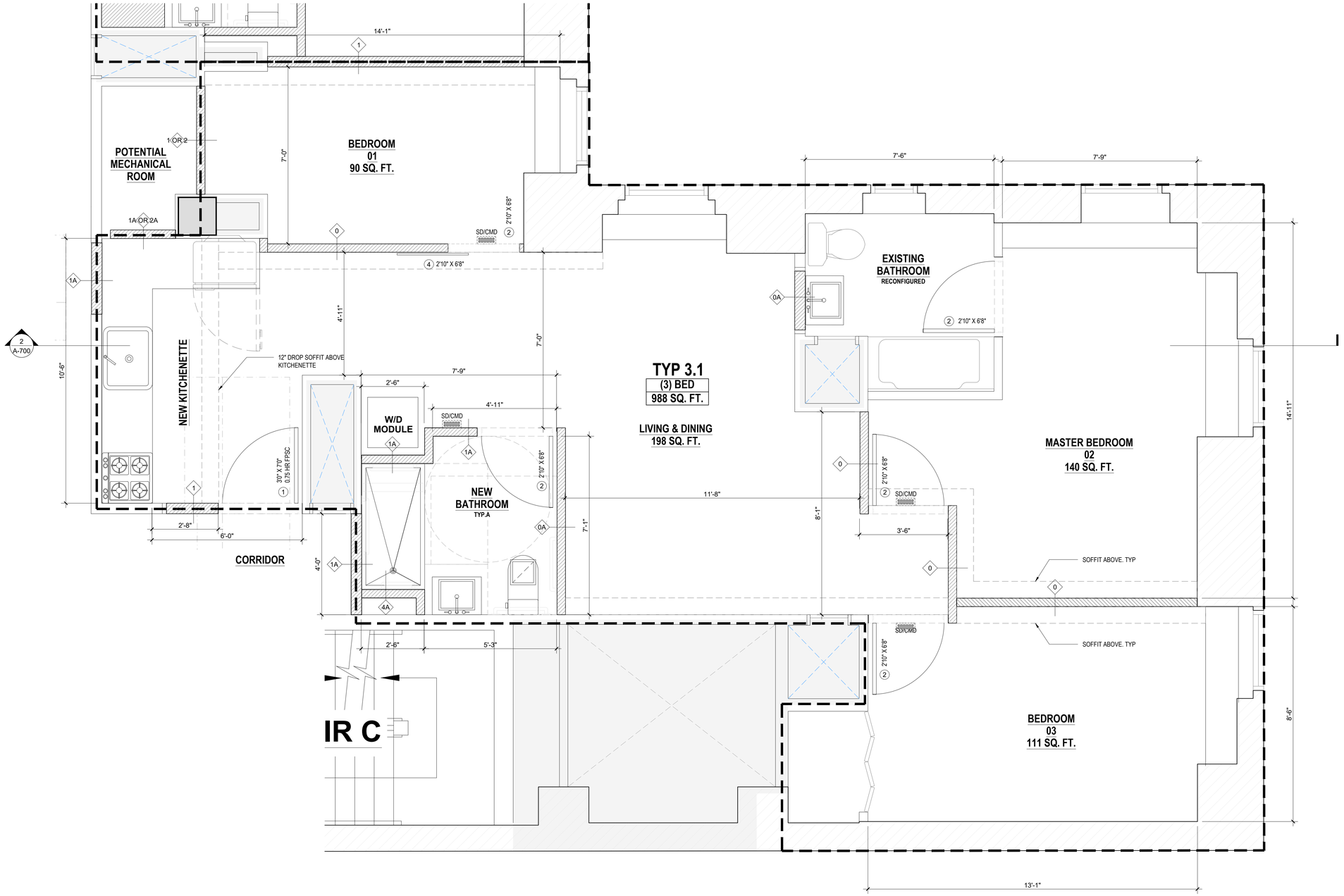
DRAWING TITLE:

TYPICAL PLAN
(3) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-406.00



1 (3) BEDROOMS - TYPE 3.1
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

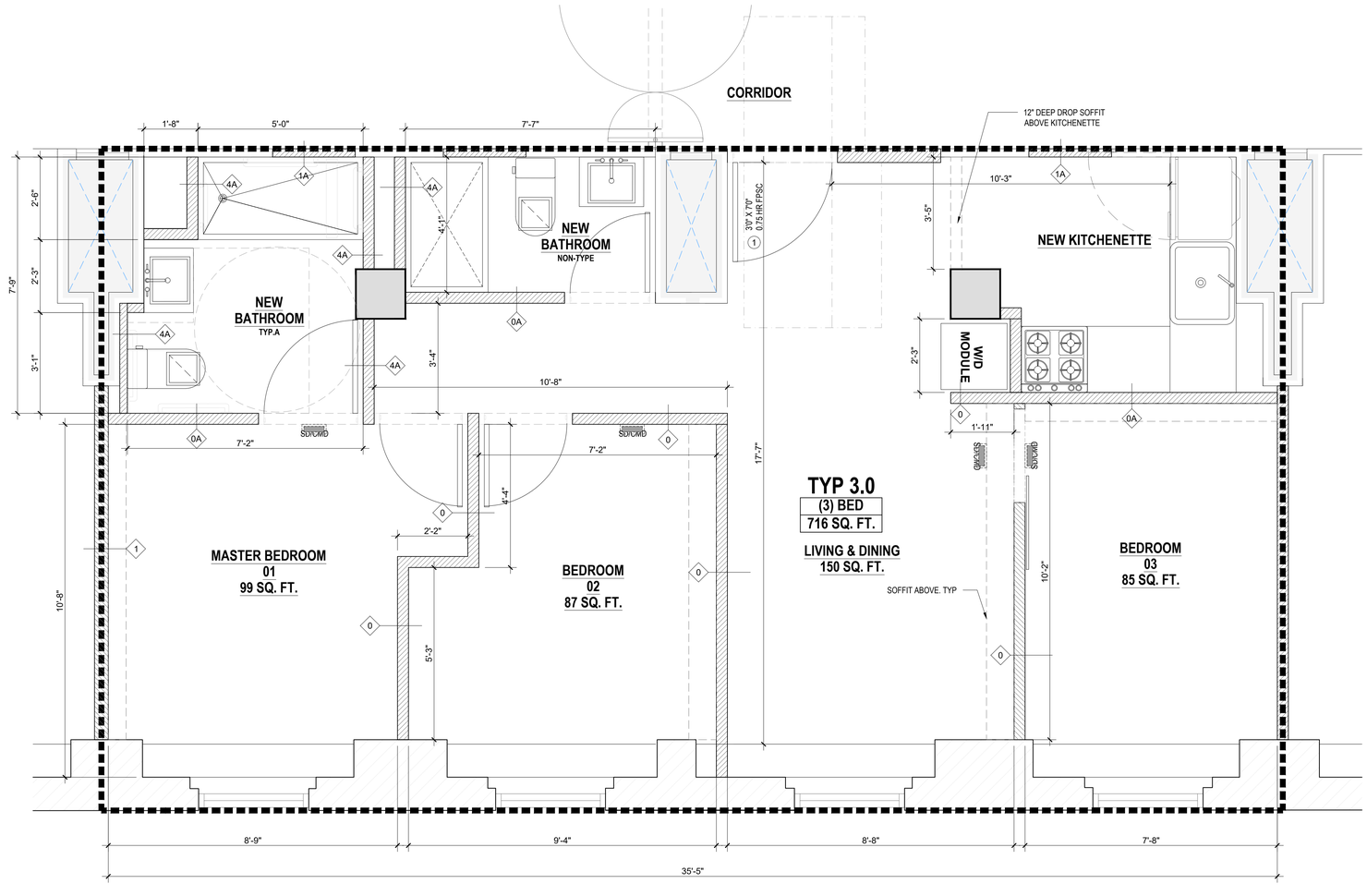
DRAWING TITLE:

TYPICAL PLAN
(3) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-407.00



TYP 3.0
(3) BED
716 SQ. FT.

1 (3) BEDROOMS - TYPE 3.3
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

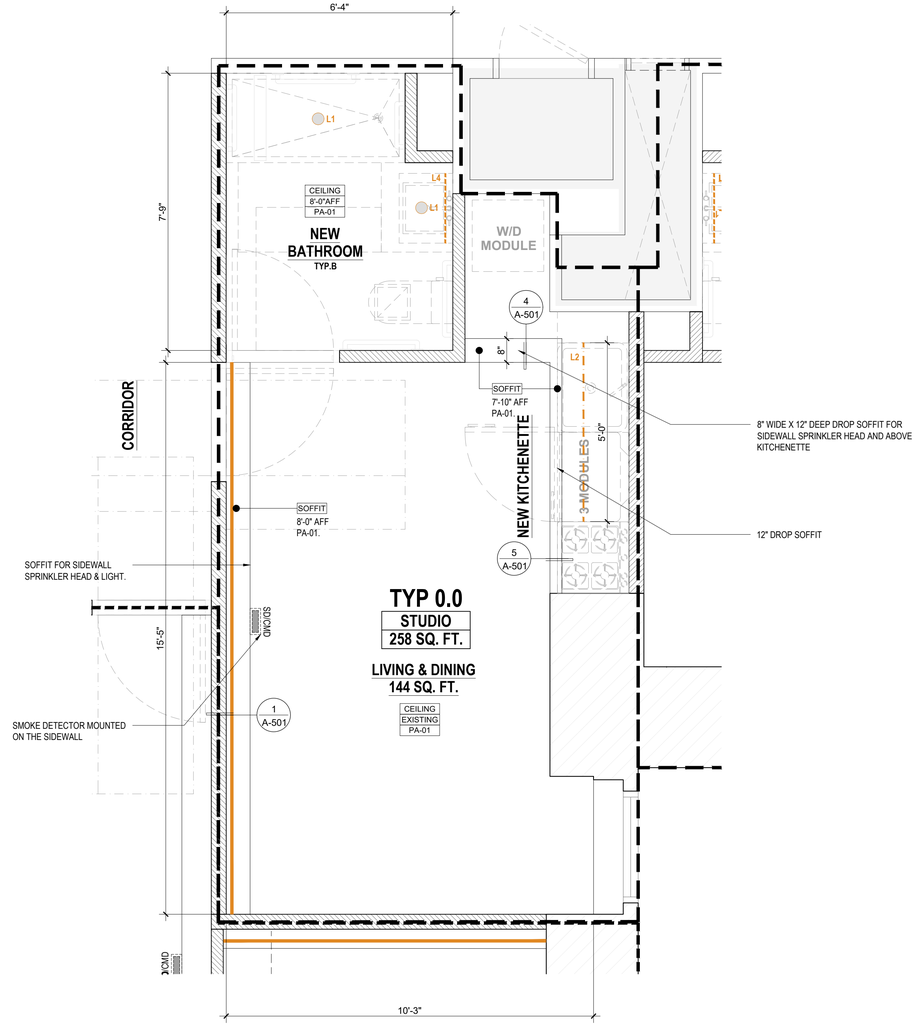
DRAWING TITLE:

TYPICAL PLAN
(3) BEDROOMS

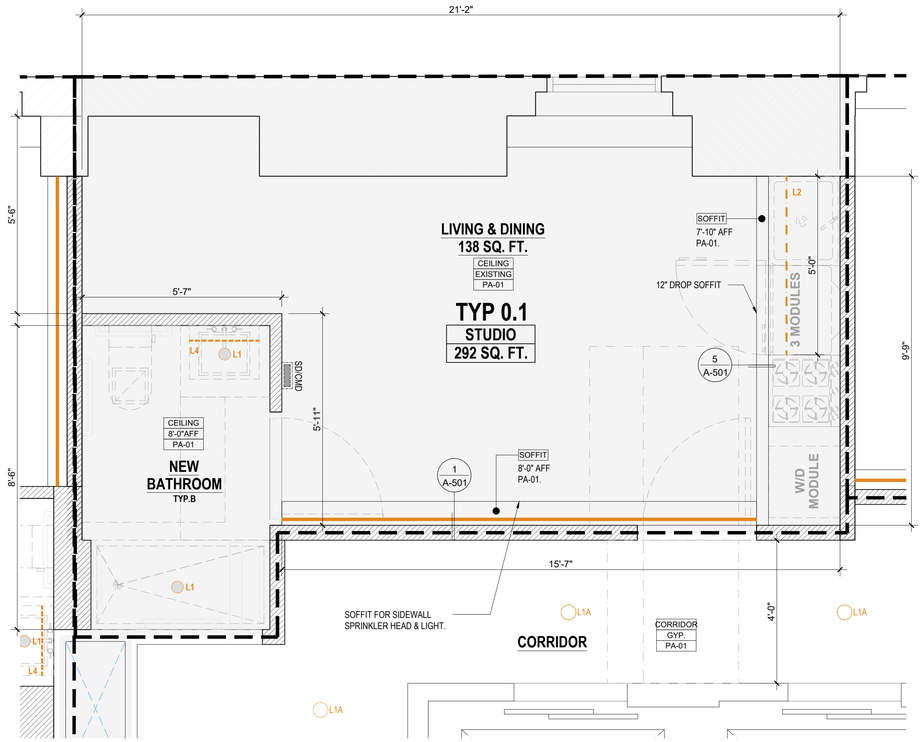
PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-408.00



1 REFLECTED CEILING PLAN - STUDIO - TYPE 0.0
SCALE: 1/2" = 1'-0"



2 REFLECTED CEILING PLAN - STUDIO - TYPE 0.1
SCALE: 1/2" = 1'-0"

LIGHTING LEGEND

EXISTING

EX'G		DOWNLIGHTS
EX'G		ILLUMINATED MIRROR

NEW

L1		DOWNLIGHTS AT BATHROOM
L1A		DOWNLIGHTS AT COORIDOR
L2		UNDER CABINET TASK LIGHT
L3		WALL WASHER LIGHT
L4		ILLUMINATED MIRROR

LEGEND

SD/CMD	SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

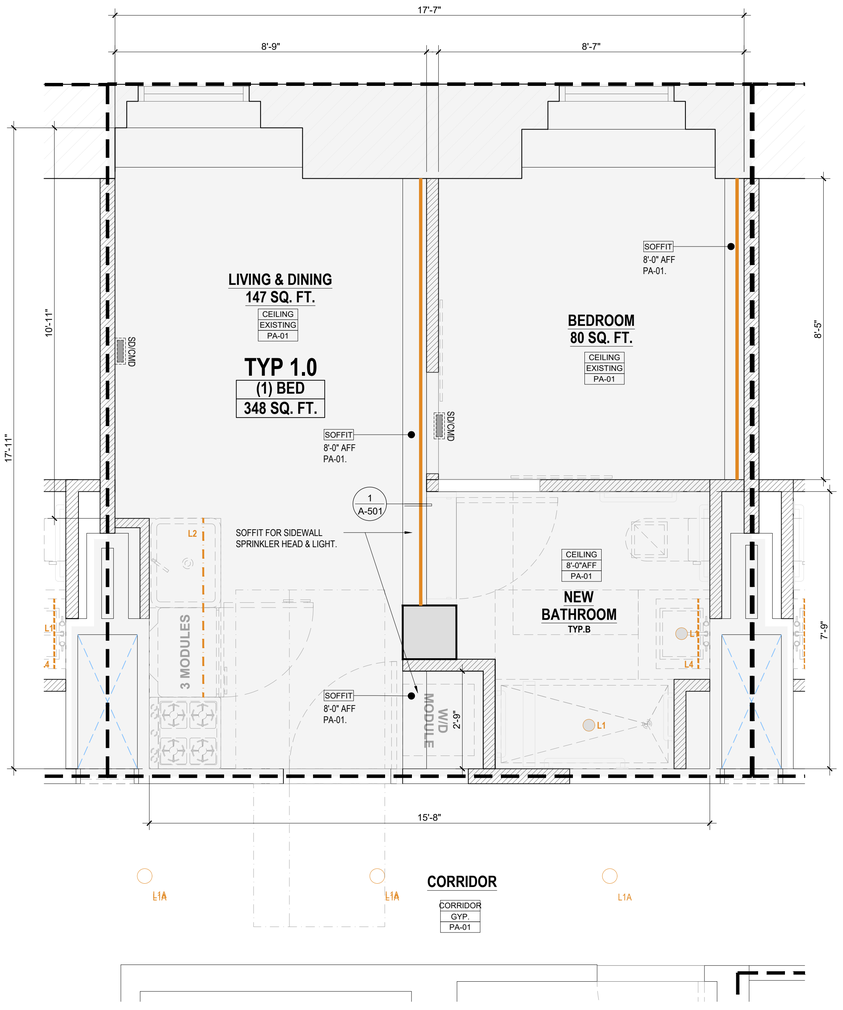
DRAWING TITLE:

TYPICAL RCP
STUDIO

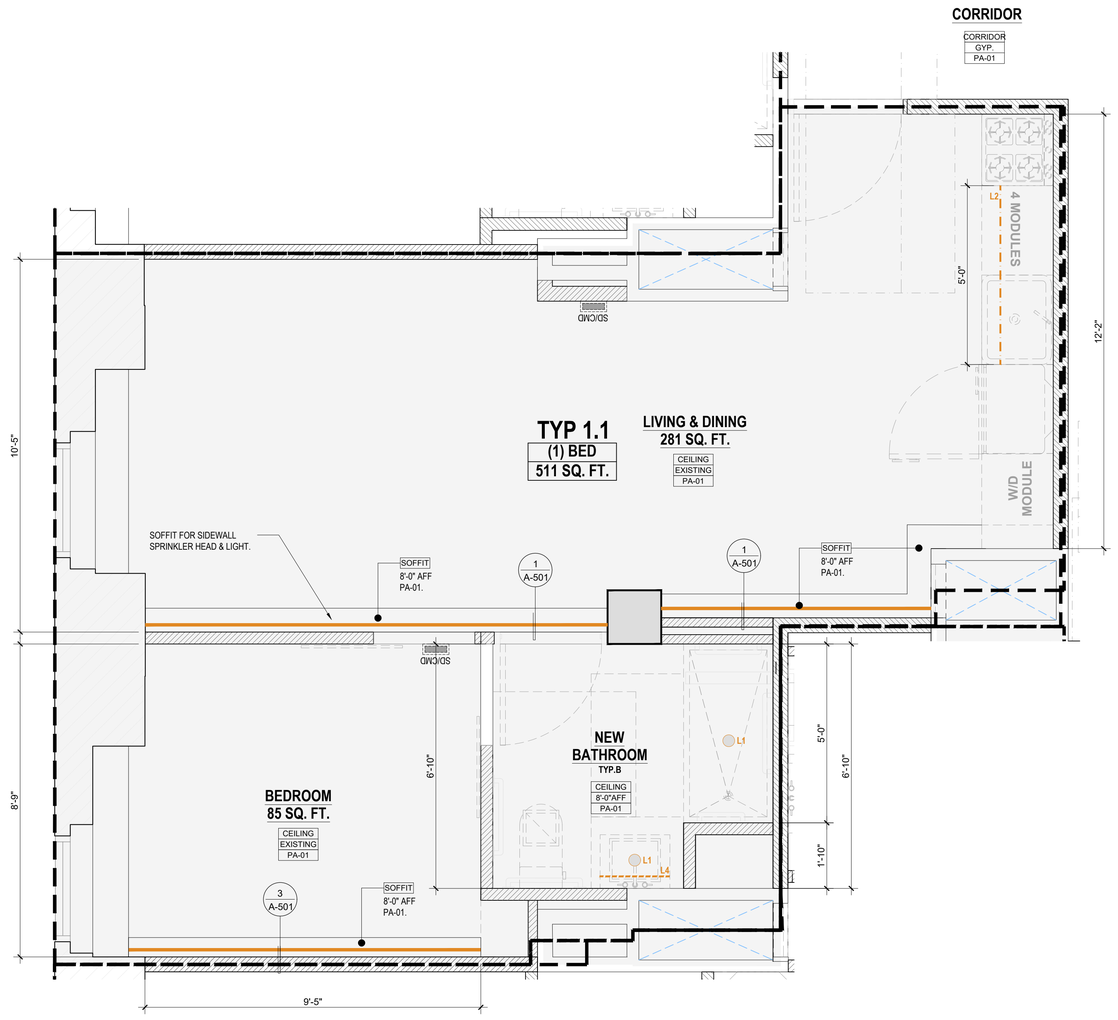
PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-410.00



1 REFLECTED CEILING PLAN - TYPE 1.0
SCALE: 1/2" = 1'-0"



2 REFLECTED CEILING PLAN - TYPE 1.1
SCALE: 1/2" = 1'-0"

LIGHTING LEGEND

EXISTING

EX'G	○	DOWNLIGHTS
EX'G	- - - -	ILLUMINATED MIRROR

NEW

L1	○	DOWNLIGHTS AT BATHROOM
L1A	○	DOWNLIGHTS AT COORIDOR
L2	- - -	UNDER CABINET TASK LIGHT
L3	———	WALL WASHER LIGHT
L4	- - - -	ILLUMINATED MIRROR

LEGEND

SD/CMD	SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

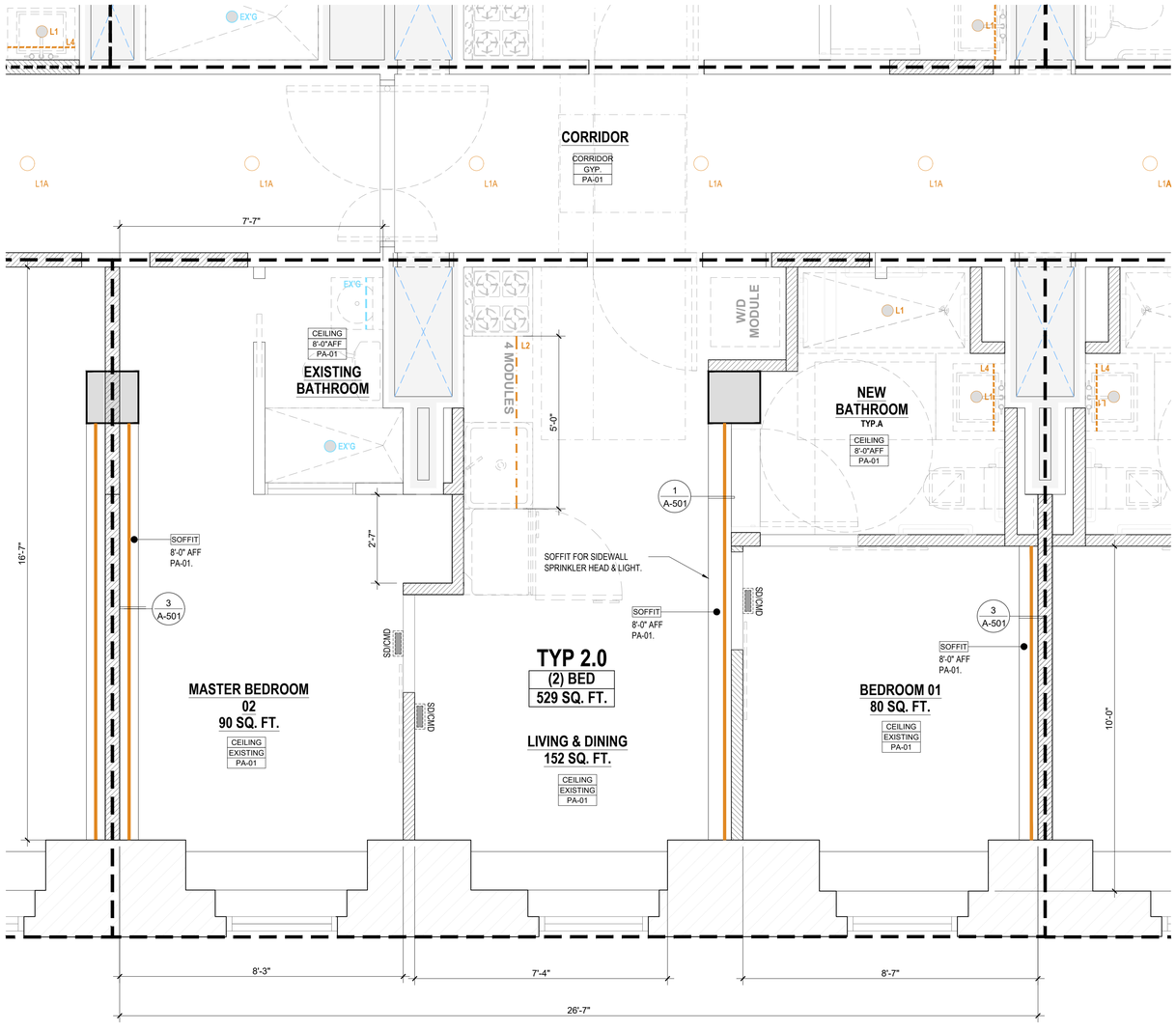
DRAWING TITLE:

TYPICAL RCP
(1) BEDROOM

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-411.00



LIGHTING LEGEND

EXISTING

- EX'G — DOWNLIGHTS
- EX'G — ILLUMINATED MIRROR

NEW

- L1 — DOWNLIGHTS AT BATHROOM
- L1A — DOWNLIGHTS AT COORIDOR
- L2 — UNDER CABINET TASK LIGHT
- L3 — WALL WASHER LIGHT
- L4 — ILLUMINATED MIRROR

LEGEND

- SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

1 REFLECTED CEILING PLAN - TYPE 2.0
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

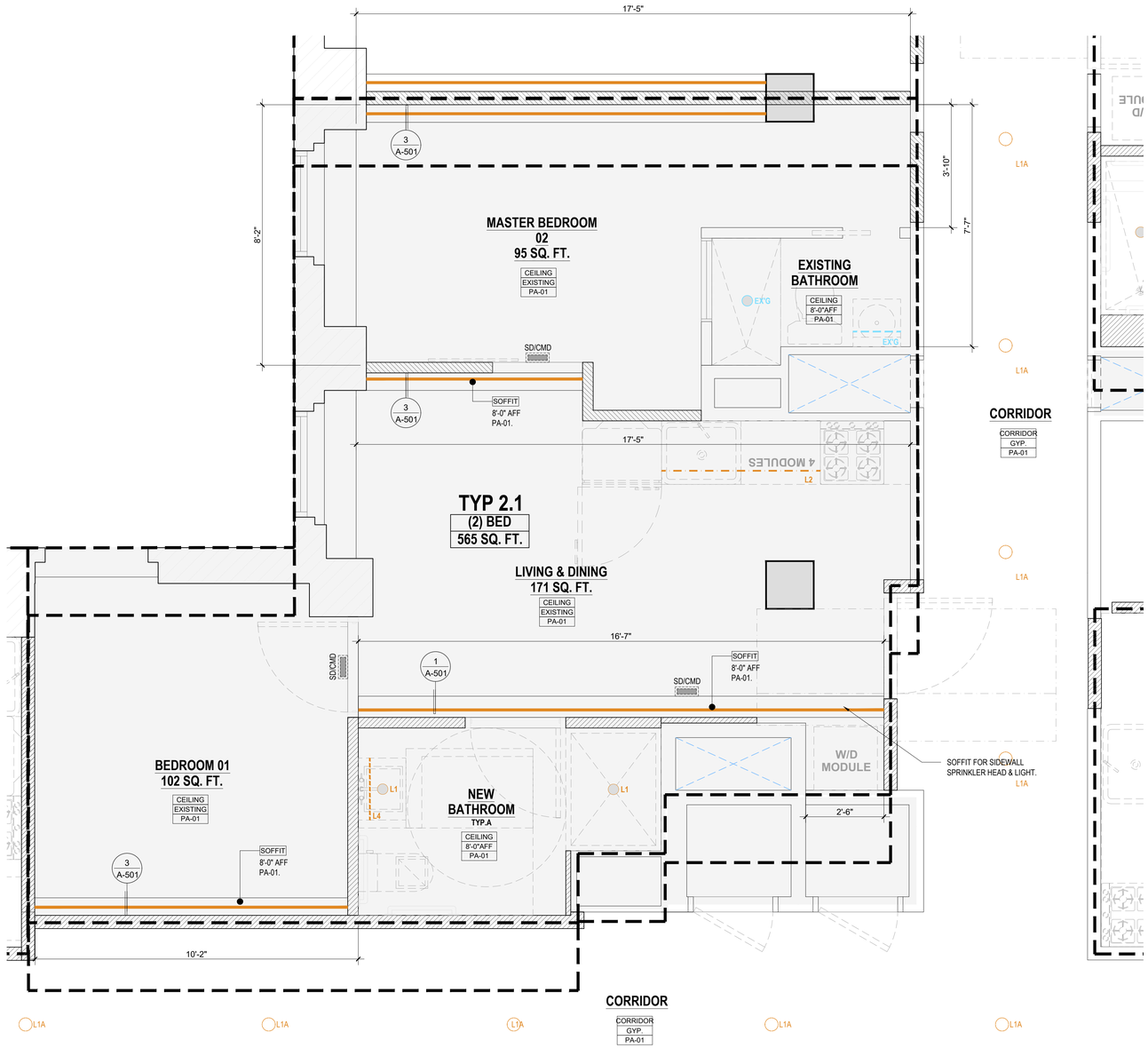
DRAWING TITLE:

TYPICAL RCP
(2) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-412.00



LIGHTING LEGEND

EXISTING

- EX'G — DOWNLIGHTS
- EX'G — ILLUMINATED MIRROR

NEW

- L1 — DOWNLIGHTS AT BATHROOM
- L1A — DOWNLIGHTS AT COORIDOR
- L2 — UNDER CABINET TASK LIGHT
- L3 — WALL WASHER LIGHT
- L4 — ILLUMINATED MIRROR

LEGEND

- SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

1 REFLECTED CEILING PLAN - TYPE 2.1
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

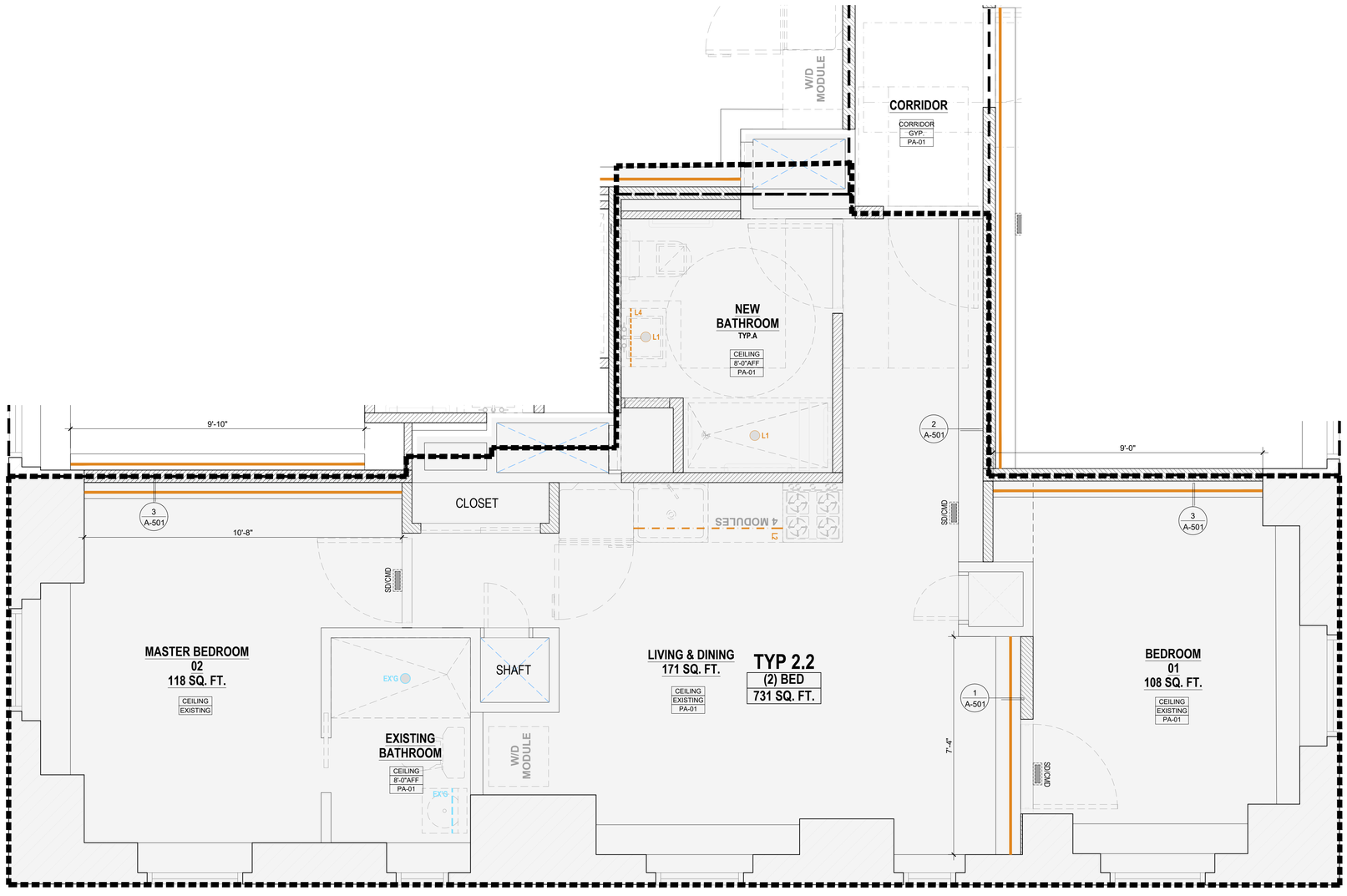
DRAWING TITLE:

TYPICAL RCP
(2) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-413.00



LIGHTING LEGEND

EXISTING

- EX'G — DOWNLIGHTS
- EX'G — ILLUMINATED MIRROR

NEW

- L1 — DOWNLIGHTS AT BATHROOM
- L1A — DOWNLIGHTS AT COORIDOR
- L2 — UNDER CABINET TASK LIGHT
- L3 — WALL WASHER LIGHT
- L4 — ILLUMINATED MIRROR

LEGEND

SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

1 REFLECTED CEILING PLAN - TYPE 2.2
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

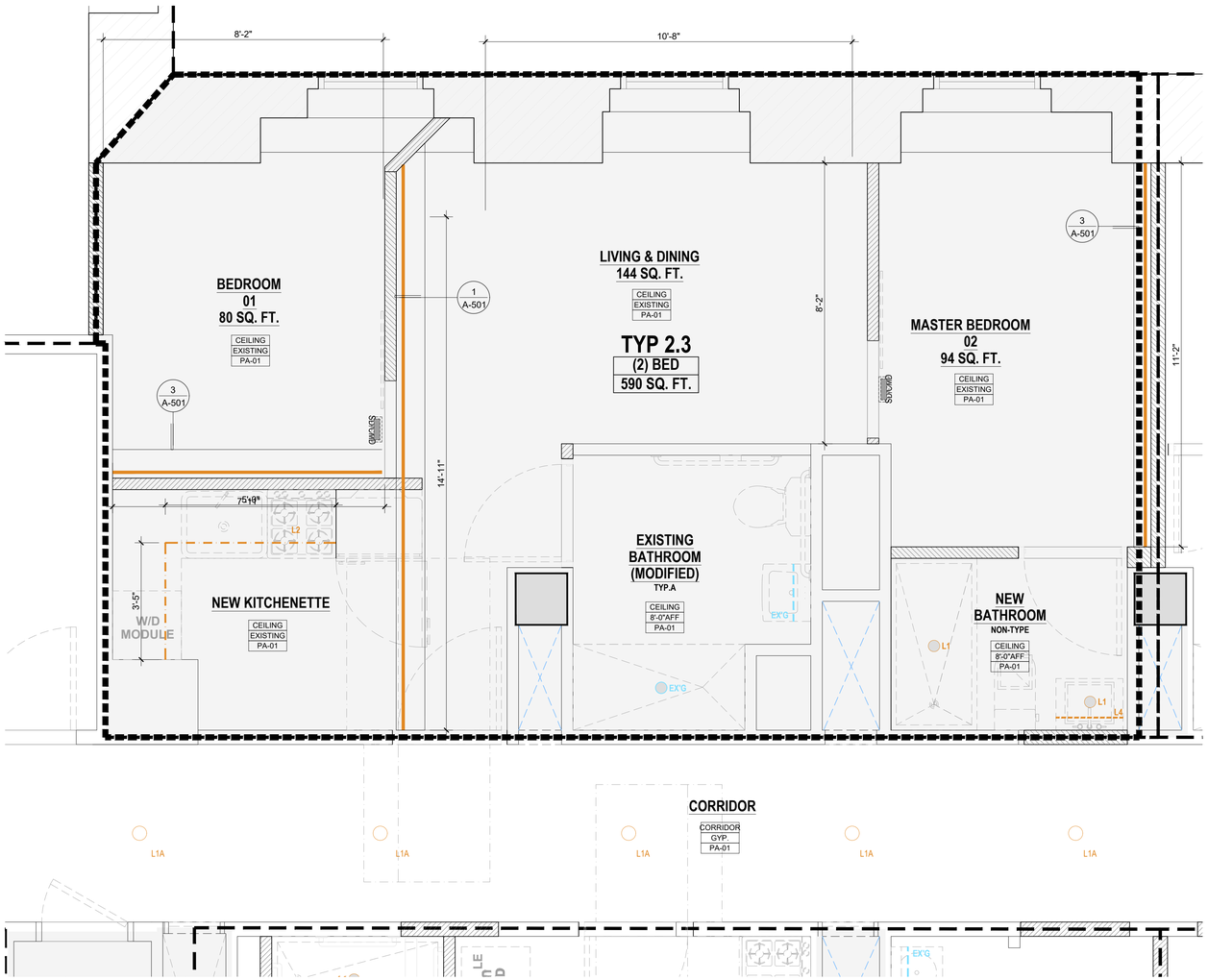
DRAWING TITLE:

TYPICAL RCP
(2) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-414.00



LIGHTING LEGEND

EXISTING

EX'G	DOWNLIGHTS
EX'G	ILLUMINATED MIRROR

NEW

L1	DOWNLIGHTS AT BATHROOM
L1A	DOWNLIGHTS AT COORIDOR
L2	UNDER CABINET TASK LIGHT
L3	WALL WASHER LIGHT
L4	ILLUMINATED MIRROR

LEGEND

SD/CMD	SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

1 REFLECTED CEILING PLAN - TYPE 2.3
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

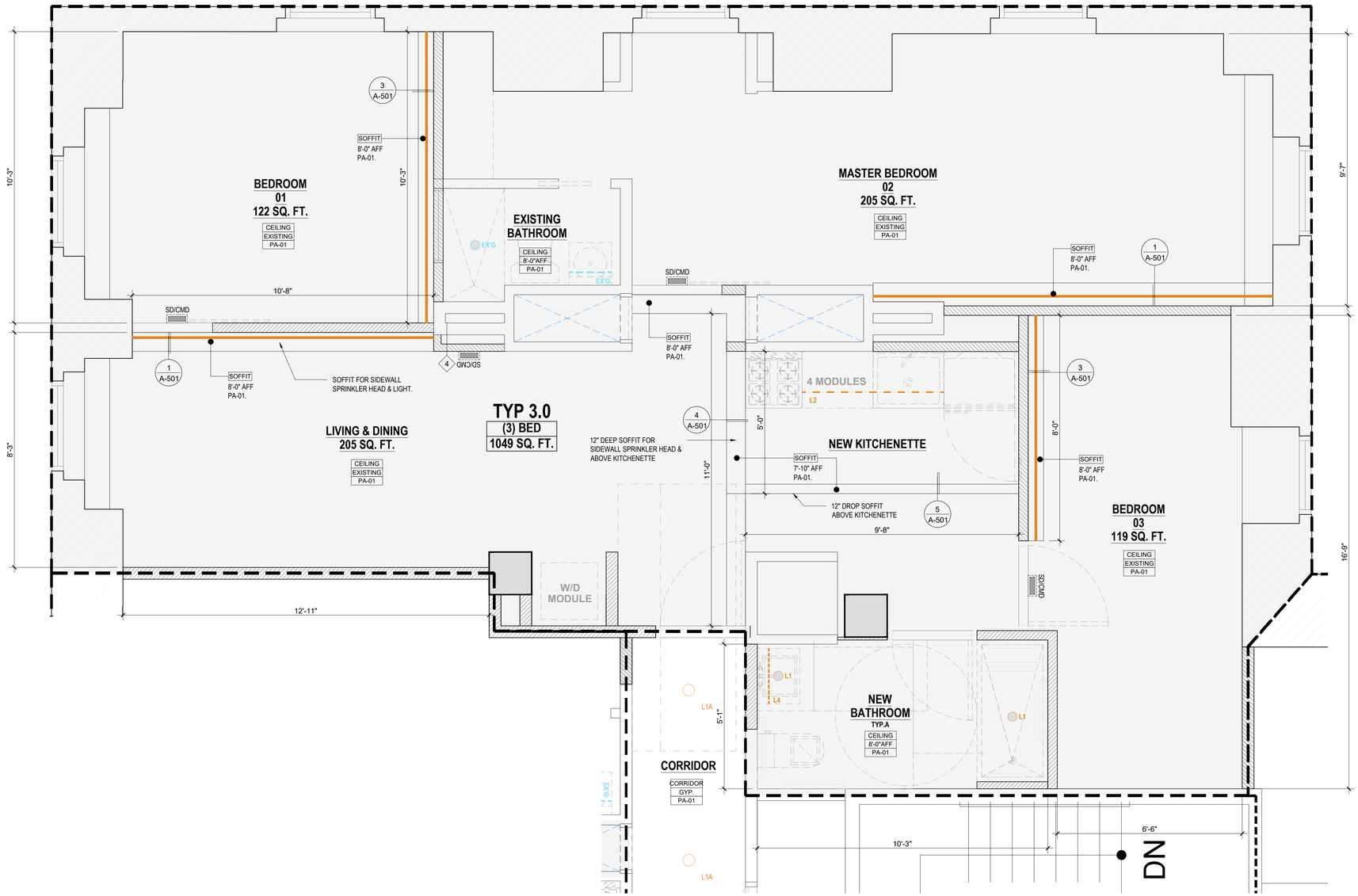
DRAWING TITLE:

TYPICAL RCP
(2) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-415.00



LIGHTING LEGEND

EXISTING

EX'G	○	DOWNLIGHTS
EX'G	- - -	ILLUMINATED MIRROR

NEW

L1	○	DOWNLIGHTS AT BATHROOM
L1A	○	DOWNLIGHTS AT COORIDOR
L2	- - -	UNDER CABINET TASK LIGHT
L3	———	WALL WASHER LIGHT
L4	- - -	ILLUMINATED MIRROR

LEGEND

SD/CMD	SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

1 REFLECTED CEILING PLAN - TYPE 3.0
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

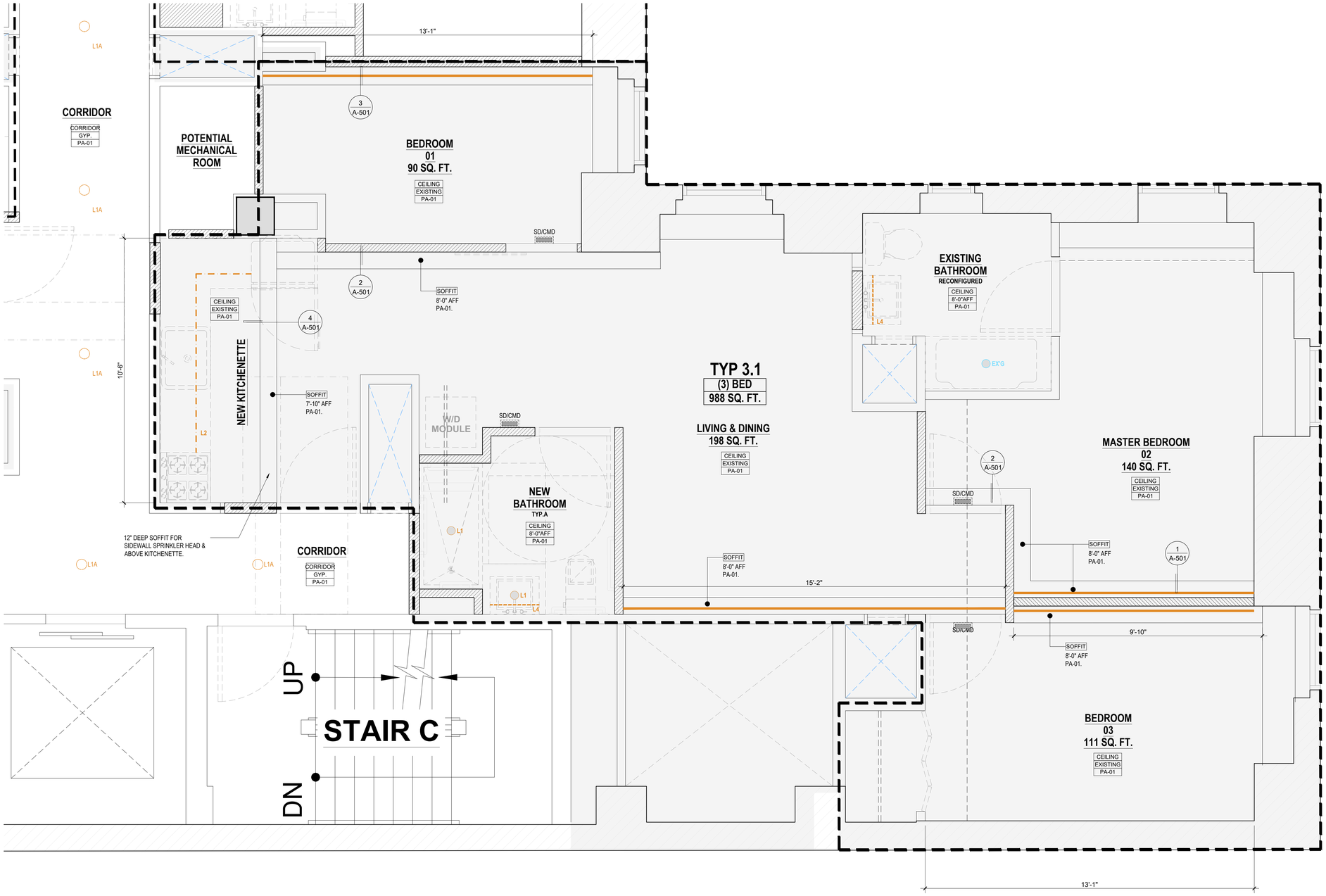
DRAWING TITLE:

TYPICAL RCP
(3) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-416.00



LIGHTING LEGEND

EXISTING

EX'G	○	DOWNLIGHTS
EX'G	- - -	ILLUMINATED MIRROR

NEW

L1	○	DOWNLIGHTS AT BATHROOM
L1A	○	DOWNLIGHTS AT COORIDOR
L2	- - -	UNDER CABINET TASK LIGHT
L3	———	WALL WASHER LIGHT
L4	- - - -	ILLUMINATED MIRROR

LEGEND

SD/CMD	SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

1 REFLECTED CEILING PLAN - TYPE 3.1
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

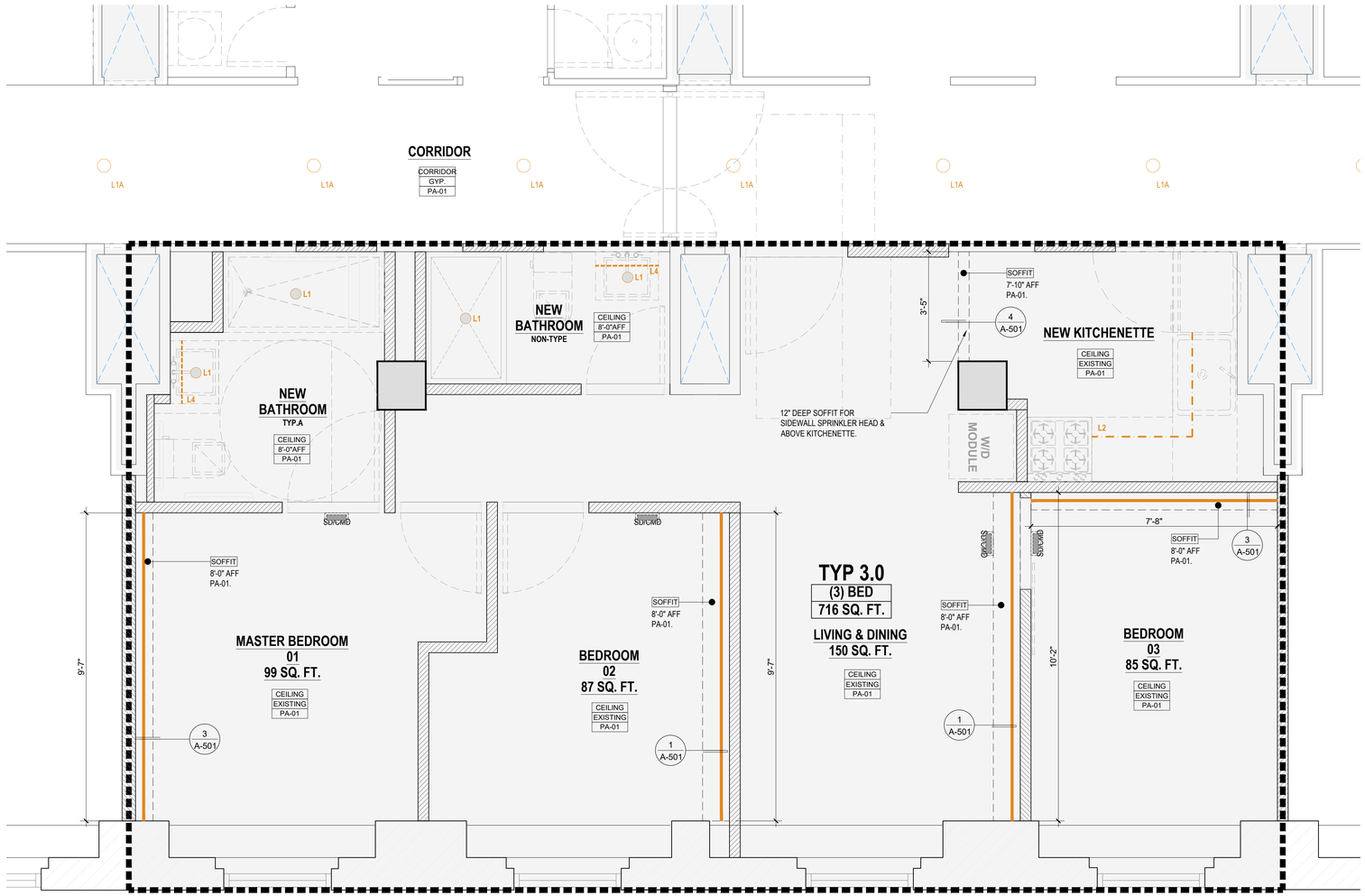
DRAWING TITLE:

TYPICAL RCP
(3) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-417.00



LIGHTING LEGEND

EXISTING

EX'G — DOWNLIGHTS

EX'G — ILLUMINATED MIRROR

NEW

L1 — DOWNLIGHTS AT BATHROOM

L1A — DOWNLIGHTS AT COORIDOR

L2 — UNDER CABINET TASK LIGHT

L3 — WALL WASHER LIGHT

L4 — ILLUMINATED MIRROR

LEGEND

SD/CMD — SMOKE DETECTOR / CARBON MONOXIDE DETECTOR - HARDWIRED & INTERCONNECTED WALL-MOUNTED

1 REFLECTED CEILING PLAN - TYPE 3.3
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

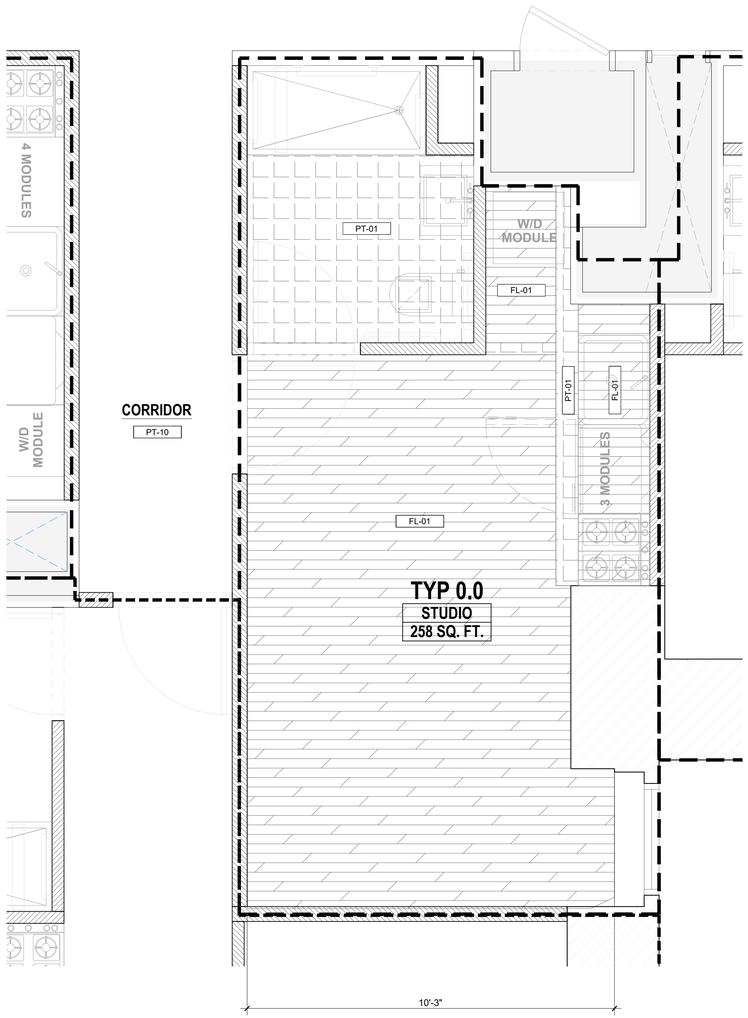
DRAWING TITLE:

TYPICAL RCP
(3) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-418.00



1 FINISH PLAN - STUDIO - TYPE 0.0
SCALE: 1/2" = 1'-0"

PRELIMINARY FINISH SCHEDULE - WALLS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	WALL FINISH	PAINT (NEW WALLS)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	
TL-01	WALL FINISH	CERAMIC TILE	MATTE	RESTORE BRIGHT WHITE 2 IN. X 6 IN. CERAMIC BULLNOSE WALL TRIM /DALTILE	
PW-02	WALL FINISH	PAINT (EXISTING WOOD PANEL)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PRELIMINARY FINISH SCHEDULE - FLOORS

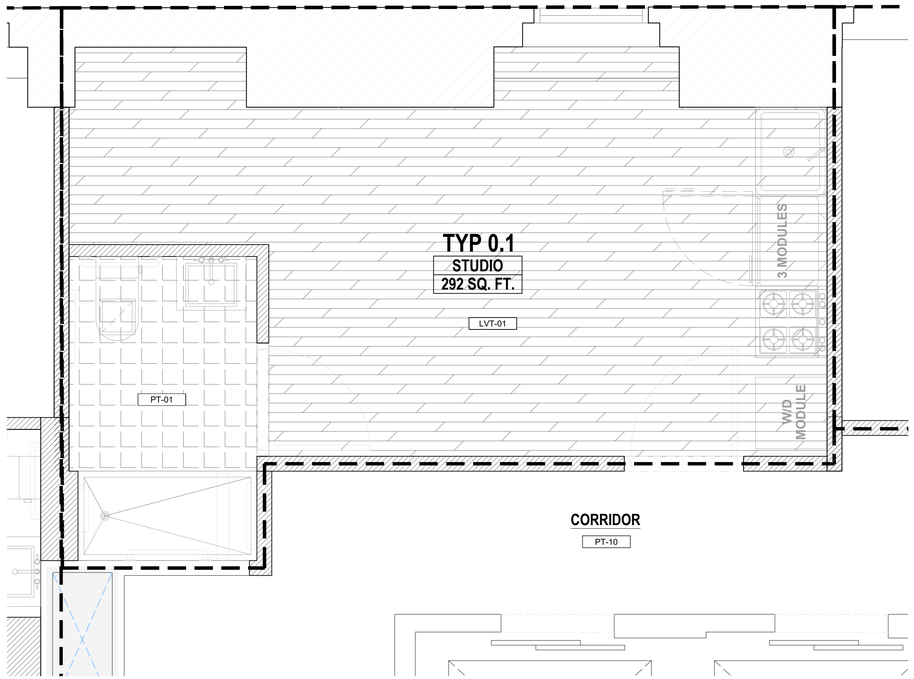
CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
(OP-01) FL-01	FLOOR FINISH	EXISTING FLOOR		KEEP EXISTING FLOORING	
(OP-02) LVT	FLOOR FINISH	LVT	MATTE	LVT C16 (ASTM F1700/3261) PASSES/ THA ABADI GROUP	
PT-01	FLOOR FINISH (BATHROOM)	PORCELAIN FLOOR TILE	TBD	ALPE BLACK PORCELAIN FLOOR AND WALL TILE 12 IN. X 24 IN. CERAMIC TILE	
PT-10	CORRIDOR FLOOR	REUSE EXISTING FLOORING, PATCH AND REPAIR	EXG	- REMOVE EXISTING TOP CARPET	

PRELIMINARY FINISH SCHEDULE - CEILING

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	CEILING FINISH	GYPSUM BOARD	PA- PAINT FINISH	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

(OP-01) PORCELAIN TILE- BATHROOM / TRESHOLD AND NEW FLOORING AREA
(OP-02) OPTION A - EXISTING FLOORING

01 PRELIMINARY FINISH SCHEDULE- APARTMENTS



2 FINISH PLAN - STUDIO - TYPE 0.1
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

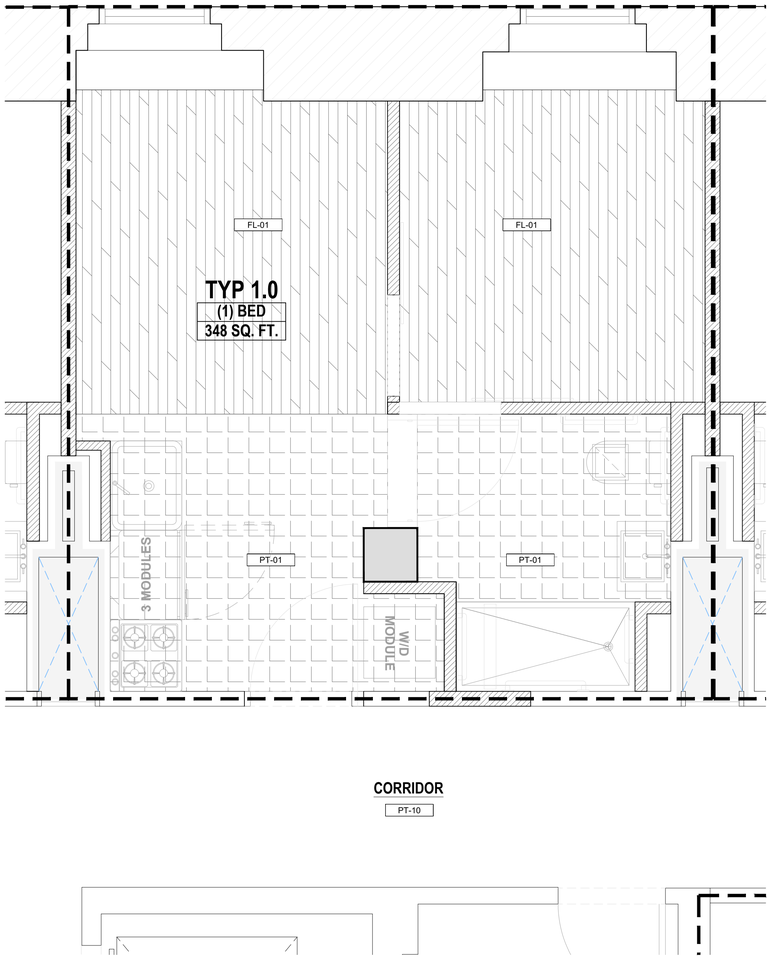
DRAWING TITLE:

TYPICAL FINISH FLOORING
STUDIO

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-420.00



CORRIDOR

PT-10

1 FINISH PLAN - TYPE 1.0

SCALE: 1/2" = 1'-0"

PRELIMINARY FINISH SCHEDULE - WALLS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	WALL FINISH	PAINT (NEW WALLS)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	
TL-01	WALL FINISH	CERAMIC TILE	MATTE	RESTORE BRIGHT WHITE 2 IN. X 6 IN. CERAMIC BULLNOSE WALL TRIM /DALTILE	
PW-02	WALL FINISH	PAINT (EXISTING WOOD PANEL)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PRELIMINARY FINISH SCHEDULE - FLOORS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
(OP-01) FL-01	FLOOR FINISH	EXISTING FLOOR		KEEP EXISTING FLOORING	
(OP-02) LVT	FLOOR FINISH	LVT	MATTE	LVT C16 (ASTM F1700/3261) PASSES/ THA ABADI GROUP	
PT-01	FLOOR FINISH (BATHROOM)	PORCELAIN FLOOR TILE	TBD	ALPE BLACK PORCELAIN FLOOR AND WALL TILE 12 IN. X 24 IN. CERAMIC TILE	
PT-10	CORRIDOR FLOOR	REUSE EXISTING FLOORING, PATCH AND REPAIR	EXG	- REMOVE EXISTING TOP CARPET	

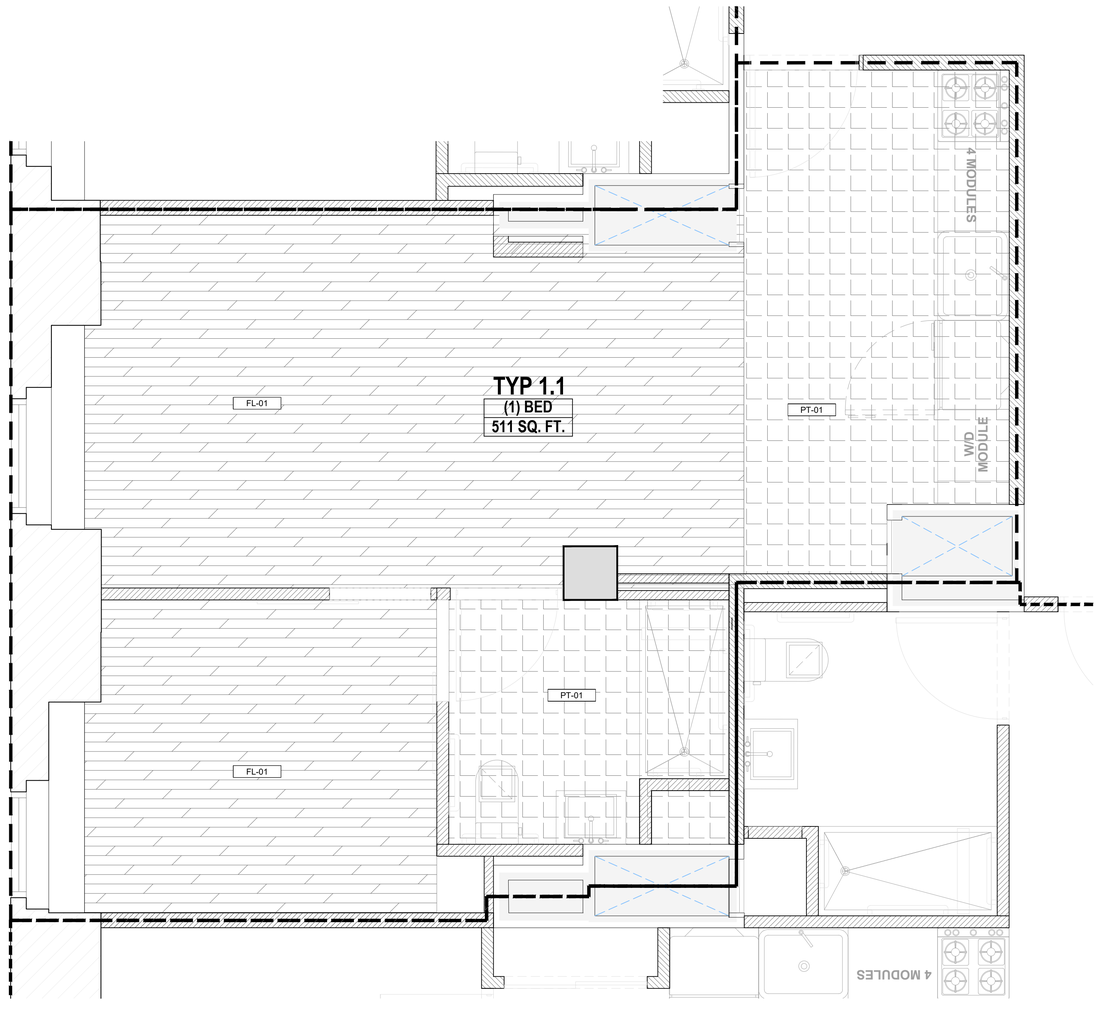
PRELIMINARY FINISH SCHEDULE - CEILING

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	CEILING FINISH	GYPSUM BOARD	PA- PAINT FINISH	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PT-01 PORCELAIN TILE- BATHROOM / TRESHOLD AND NEW FLOORING AREA

FL-01 OPTION A - EXISTING FLOORING

01 PRELIMINARY FINISH SCHEDULE- APARTMENTS



2 FINISH PLAN - TYPE 1.1

SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019

BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

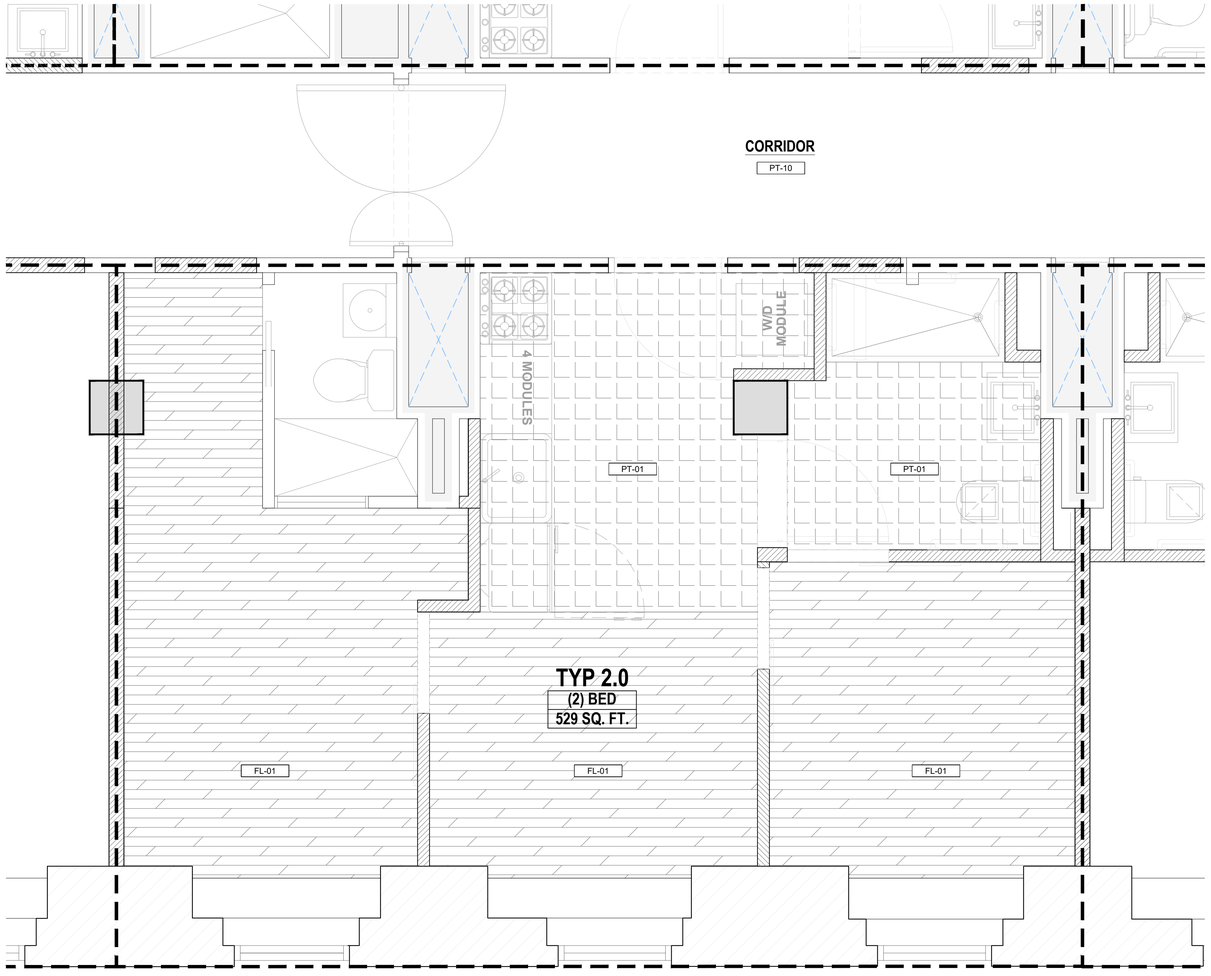
DRAWING TITLE:

TYPICAL FINISH FLOORING
(1) BEDROOM

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-421.00



1 FINISH PLAN - TYPE 2.0
SCALE: 1/2" = 1'-0"

PRELIMINARY FINISH SCHEDULE - WALLS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	WALL FINISH	PAINT (NEW WALLS)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	
TL-01	WALL FINISH	CERAMIC TILE	MATTE	RESTORE BRIGHT WHITE 2 IN. X 6 IN. CERAMIC BULLNOSE WALL TRIM /DALTILE	
PW-02	WALL FINISH	PAINT (EXISTING WOOD PANEL)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PRELIMINARY FINISH SCHEDULE - FLOORS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
(OP-01) FL-01	FLOOR FINISH	EXISTING FLOOR		KEEP EXISTING FLOORING	
(OP-02) LVT	FLOOR FINISH	LVT	MATTE	LVT C16 (ASTM F1700/3261) PASSES/ THA ABADI GROUP	
PT-01	FLOOR FINISH (BATHROOM)	PORCELAIN FLOOR TILE	TBD	ALPE BLACK PORCELAIN FLOOR AND WALL TILE 12 IN. X 24 IN. CERAMIC TILE	
PT-10	CORRIDOR FLOOR	REUSE EXISTING FLOORING, PATCH AND REPAIR	EXG	- REMOVE EXISTING TOP CARPET	

PRELIMINARY FINISH SCHEDULE - CEILING

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	CEILING FINISH	GYPSUM BOARD	PA- PAINT FINISH	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PT-01 PORCELAIN TILE- BATHROOM / TRESHOLD AND NEW FLOORING AREA
FL-01 OPTION A - EXISTING FLOORING

01 PRELIMINARY FINISH SCHEDULE- APARTMENTS

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

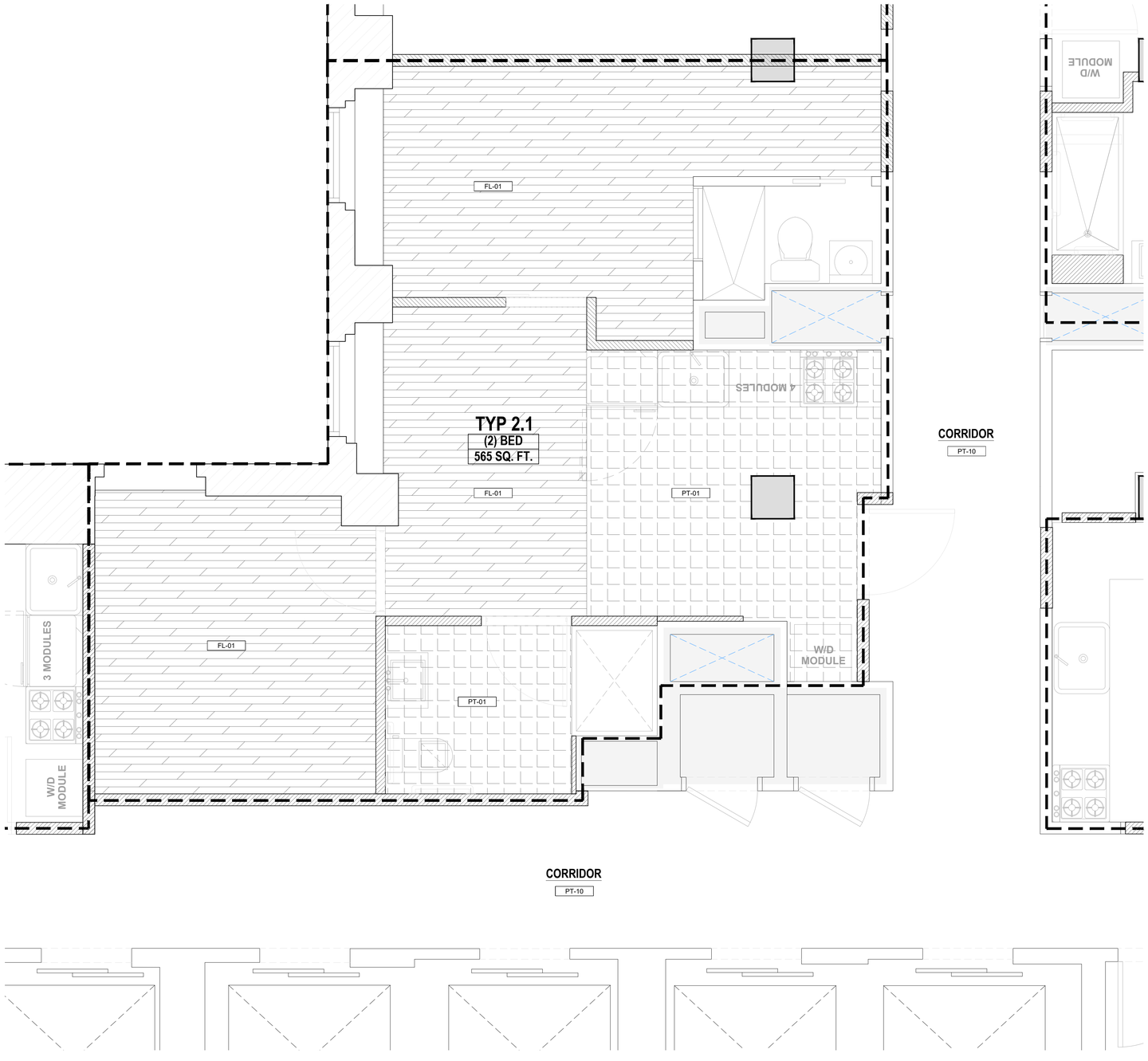
DRAWING TITLE:

TYPICAL FINISH FLOORING
(2) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-422.00



PRELIMINARY FINISH SCHEDULE - WALLS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	WALL FINISH	PAINT (NEW WALLS)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	
TL-01	WALL FINISH	CERAMIC TILE	MATTE	RESTORE BRIGHT WHITE 2 IN. X 6 IN. CERAMIC BULLNOSE WALL TRIM /DALTILE	
PW-02	WALL FINISH	PAINT (EXISTING WOOD PANEL)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PRELIMINARY FINISH SCHEDULE - FLOORS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
(OP-01) FL-01	FLOOR FINISH	EXISTING FLOOR		KEEP EXISTING FLOORING	
(OP-02) LVT	FLOOR FINISH	LVT	MATTE	LVT C16 (ASTM F1700/3261) PASSES/ THA ABADI GROUP	
PT-01	FLOOR FINISH (BATHROOM)	PORCELAIN FLOOR TILE	TBD	ALPE BLACK PORCELAIN FLOOR AND WALL TILE 12 IN. X 24 IN. CERAMIC TILE	
PT-10	CORRIDOR FLOOR	REUSE EXISTING FLOORING, PATCH AND REPAIR	EXG	- REMOVE EXISTING TOP CARPET	

PRELIMINARY FINISH SCHEDULE - CEILING

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	CEILING FINISH	GYPSUM BOARD	PA- PAINT FINISH	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PT-01 PORCELAIN TILE- BATHROOM / TRESHOLD AND NEW FLOORING AREA

FL-01 OPTION A - EXISTING FLOORING

01 PRELIMINARY FINISH SCHEDULE- APARTMENTS

1 FINISH PLAN - TYPE 2.1
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

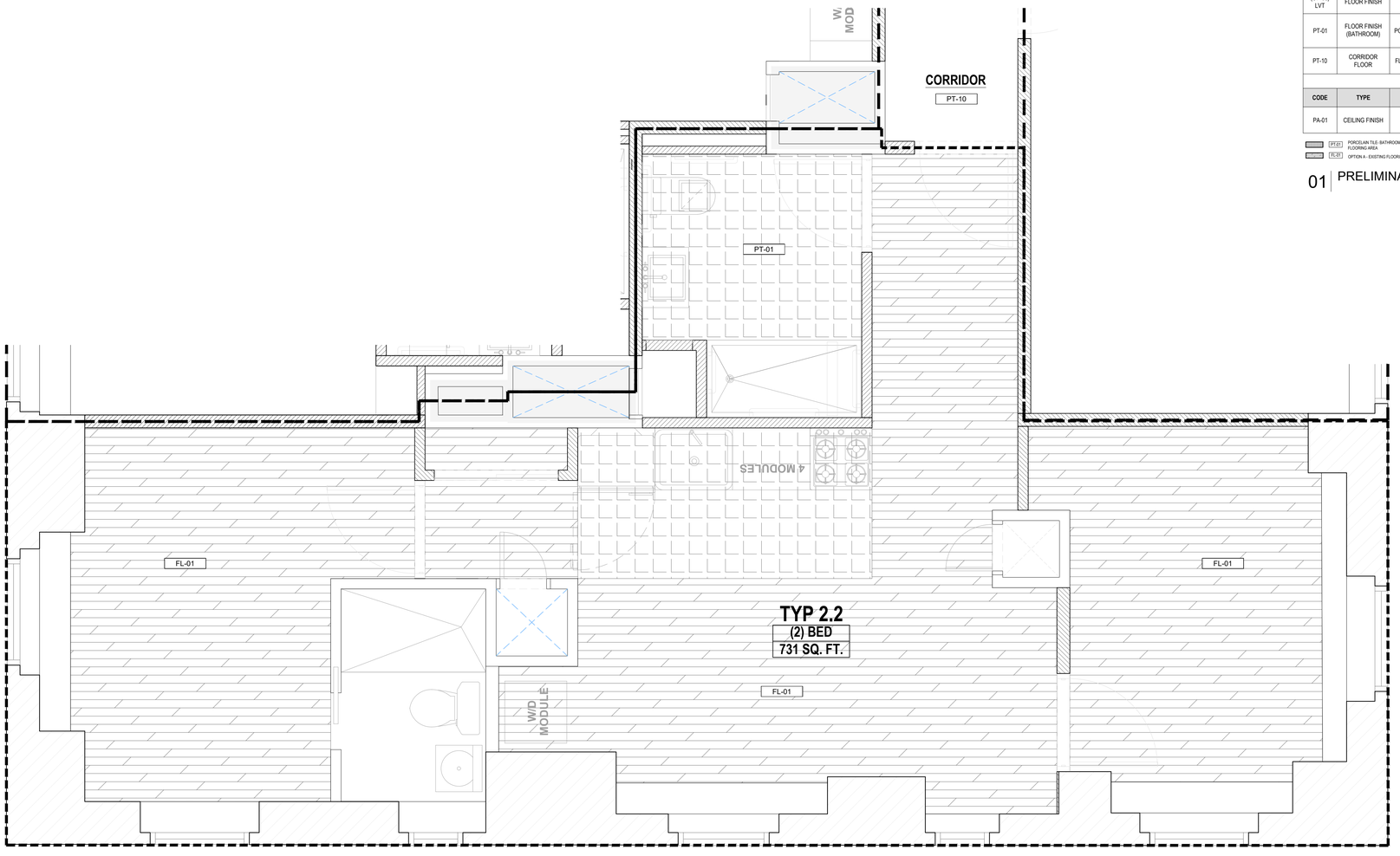
DRAWING TITLE:

TYPICAL FINISH FLOORING
(2) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-423.00



PRELIMINARY FINISH SCHEDULE - WALLS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	WALL FINISH	PAINT (NEW WALLS)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	
TL-01	WALL FINISH	CERAMIC TILE	MATTE	RESTORE BRIGHT WHITE 2 IN. X 6 IN. CERAMIC BULLNOSE WALL TRIM /DALTILE	
PW-02	WALL FINISH	PAINT (EXISTING WOOD PANEL)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PRELIMINARY FINISH SCHEDULE - FLOORS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
(OP-01) FL-01	FLOOR FINISH	EXISTING FLOOR		KEEP EXISTING FLOORING	
(OP-02) LVT	FLOOR FINISH	LVT	MATTE	LVT C16 (ASTM F1700/3261) PASSES/ THA ABADI GROUP	
PT-01	FLOOR FINISH (BATHROOM)	PORCELAIN FLOOR TILE	TBD	ALPE BLACK PORCELAIN FLOOR AND WALL TILE 12 IN. X 24 IN. CERAMIC TILE	
PT-10	CORRIDOR FLOOR	REUSE EXISTING FLOORING, PATCH AND REPAIR	EXG	- REMOVE EXISTING TOP CARPET	

PRELIMINARY FINISH SCHEDULE - CEILING

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	CEILING FINISH	GYPSUM BOARD	PA- PAINT FINISH	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

(OP-01) FL-01 OPTION A - EXISTING FLOORING

(PT-01) PT-01 PORCELAIN TILE- BATHROOM / TRESHOLD AND NEW FLOORING AREA

01 PRELIMINARY FINISH SCHEDULE- APARTMENTS

1 FINISH PLAN - TYPE 2.2
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

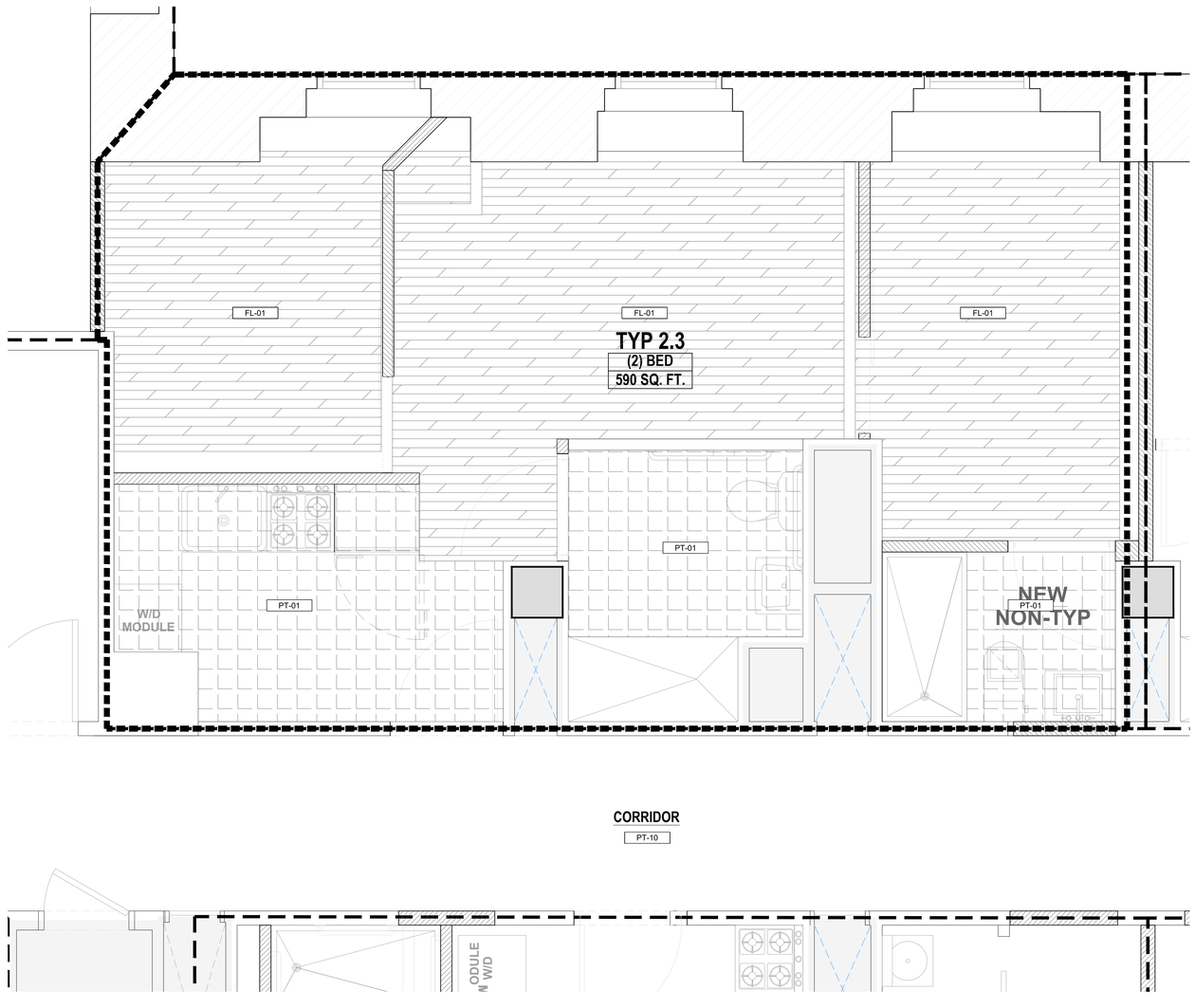
SEAL:

DRAWING TITLE:
TYPICAL FINISH FLOORING
(2) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-424.00



PRELIMINARY FINISH SCHEDULE - WALLS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	WALL FINISH	PAINT (NEW WALLS)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	
TL-01	WALL FINISH	CERAMIC TILE	MATTE	RESTORE BRIGHT WHITE 2 IN. X 6 IN. CERAMIC BULLNOSE WALL TRIM /DALTILE	
PW-02	WALL FINISH	PAINT (EXISTING WOOD PANEL)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PRELIMINARY FINISH SCHEDULE - FLOORS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
(OP-01) FL-01	FLOOR FINISH	EXISTING FLOOR		KEEP EXISTING FLOORING	
(OP-02) LVT	FLOOR FINISH	LVT	MATTE	LVT C16 (ASTM F1700/3261) PASSES/ THA ABADI GROUP	
PT-01	FLOOR FINISH (BATHROOM)	PORCELAIN FLOOR TILE	TBD	ALPE BLACK PORCELAIN FLOOR AND WALL TILE 12 IN. X 24 IN. CERAMIC TILE	
PT-10	CORRIDOR FLOOR	REUSE EXISTING FLOORING, PATCH AND REPAIR	EXG	- REMOVE EXISTING TOP CARPET	

PRELIMINARY FINISH SCHEDULE - CEILING

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	CEILING FINISH	GYPSUM BOARD	PA- PAINT FINISH	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

NEW PT-01 PORCELAIN TILE- BATHROOM / TRESHOLD AND NEW FLOORING AREA

EXISTING FC-01 OPTION A - EXISTING FLOORING

01 PRELIMINARY FINISH SCHEDULE- APARTMENTS

1 FINISH PLAN - TYPE 2.3
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

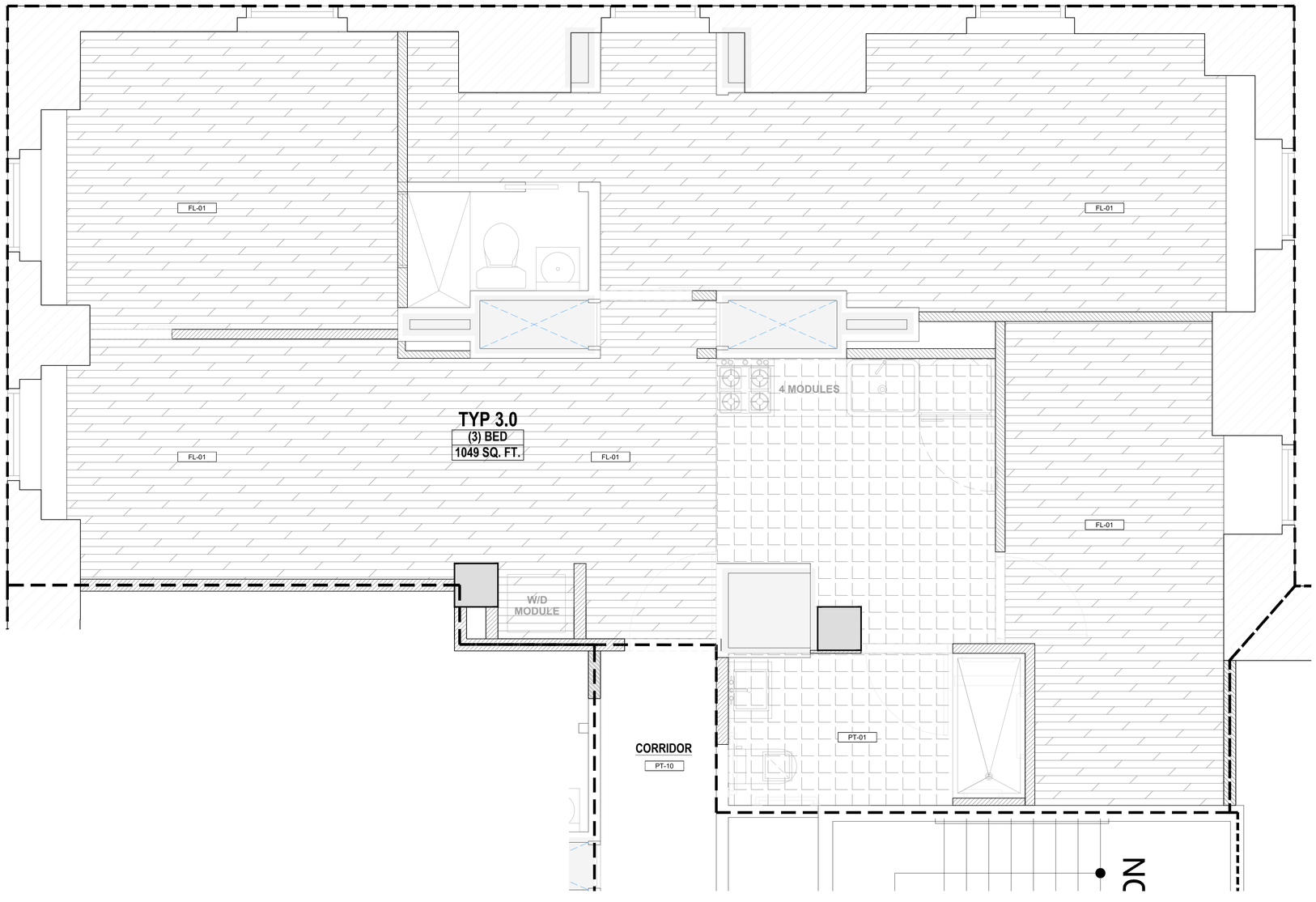
DRAWING TITLE:

TYPICAL FINISH FLOORING
(2) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-425.00



PRELIMINARY FINISH SCHEDULE - WALLS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	WALL FINISH	PAINT (NEW WALLS)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	
TL-01	WALL FINISH	CERAMIC TILE	MATTE	RESTORE BRIGHT WHITE 2 IN. X 6 IN. CERAMIC BULLNOSE WALL TRIM /DALTILE	
PW-02	WALL FINISH	PAINT (EXISTING WOOD PANEL)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PRELIMINARY FINISH SCHEDULE - FLOORS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
(OP-01) FL-01	FLOOR FINISH	EXISTING FLOOR		KEEP EXISTING FLOORING	
(OP-02) LVT	FLOOR FINISH	LVT	MATTE	LVT C16 (ASTM F1700/3261) PASSES/ THA ABADI GROUP	
PT-01	FLOOR FINISH (BATHROOM)	PORCELAIN FLOOR TILE	TBD	ALPE BLACK PORCELAIN FLOOR AND WALL TILE 12 IN. X 24 IN. CERAMIC TILE	
PT-10	CORRIDOR FLOOR	REUSE EXISTING FLOORING, PATCH AND REPAIR	EXG	- REMOVE EXISTING TOP CARPET	

PRELIMINARY FINISH SCHEDULE - CEILING

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	CEILING FINISH	GYPSUM BOARD	PA- PAINT FINISH	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PT-01 PORCELAIN TILE- BATHROOM / TRESHOLD AND NEW FLOORING AREA

FL-01 OPTION A - EXISTING FLOORING

01 PRELIMINARY FINISH SCHEDULE- APARTMENTS

1 FINISH PLAN - TYPE 3.0
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

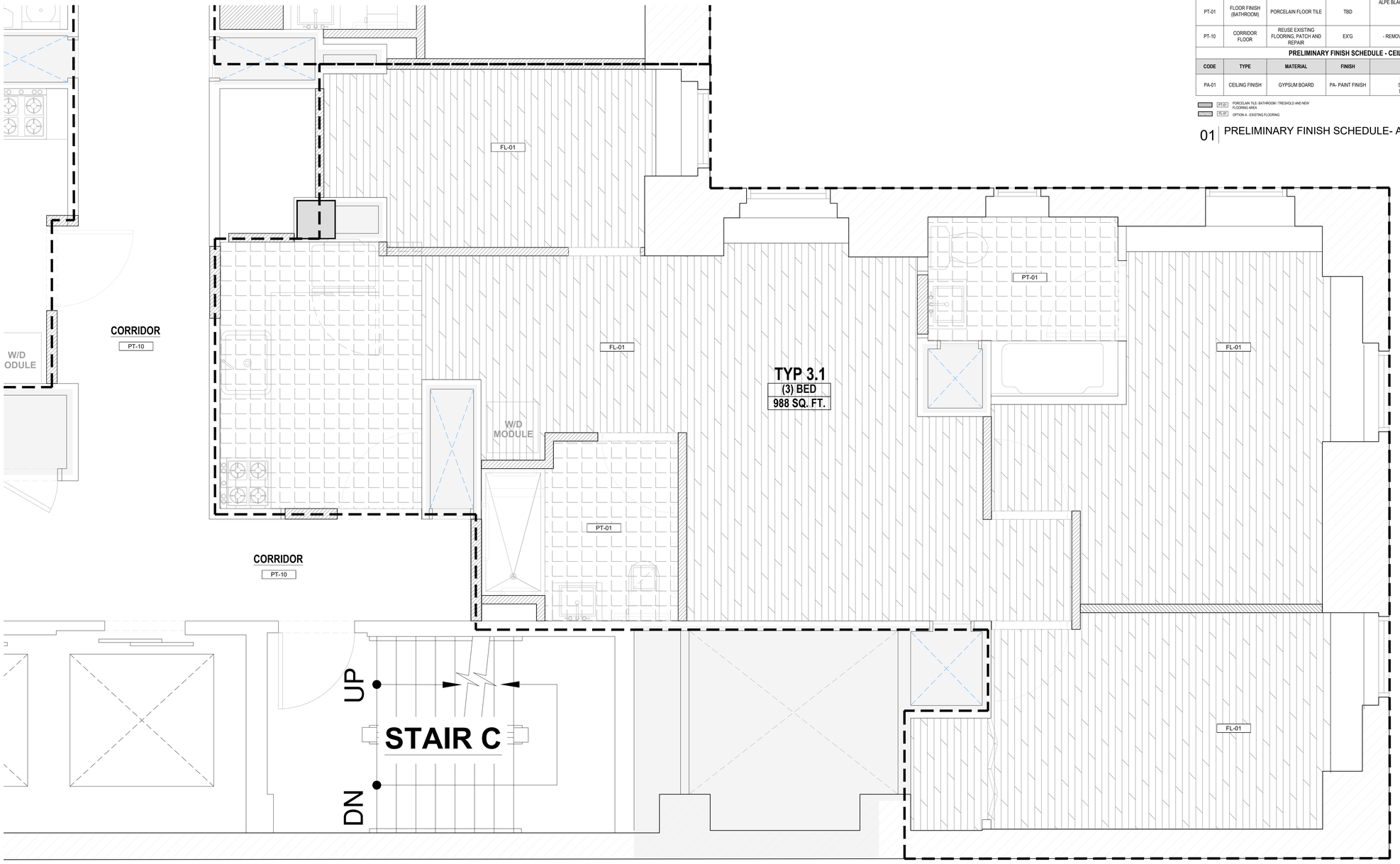
DRAWING TITLE:

TYPICAL FINISH FLOORING
(3) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-426.00



PRELIMINARY FINISH SCHEDULE - WALLS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	WALL FINISH	PAINT (NEW WALLS)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	
TL-01	WALL FINISH	CERAMIC TILE	MATTE	RESTORE BRIGHT WHITE 2 IN. X 6 IN. CERAMIC BULLNOSE WALL TRIM /DALTILE	
PW-02	WALL FINISH	PAINT (EXISTING WOOD PANEL)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PRELIMINARY FINISH SCHEDULE - FLOORS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
(OP-01) FL-01	FLOOR FINISH	EXISTING FLOOR		KEEP EXISTING FLOORING	
(OP-02) LVT	FLOOR FINISH	LVT	MATTE	LVT C16 (ASTM F1700/3261) PASSES/ THA ABADI GROUP	
PT-01	FLOOR FINISH (BATHROOM)	PORCELAIN FLOOR TILE	TBD	ALPE BLACK PORCELAIN FLOOR AND WALL TILE 12 IN. X 24 IN. CERAMIC TILE	
PT-10	CORRIDOR FLOOR	REUSE EXISTING FLOORING, PATCH AND REPAIR	EXG	- REMOVE EXISTING TOP CARPET	

PRELIMINARY FINISH SCHEDULE - CEILING

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	CEILING FINISH	GYPSUM BOARD	PA- PAINT FINISH	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PT-01 PORCELAIN TILE- BATHROOM / TRESHOLD AND NEW FLOORING AREA

FL-01 OPTION A - EXISTING FLOORING

01 PRELIMINARY FINISH SCHEDULE- APARTMENTS

1 FINISH PLAN - TYPE 3.1
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

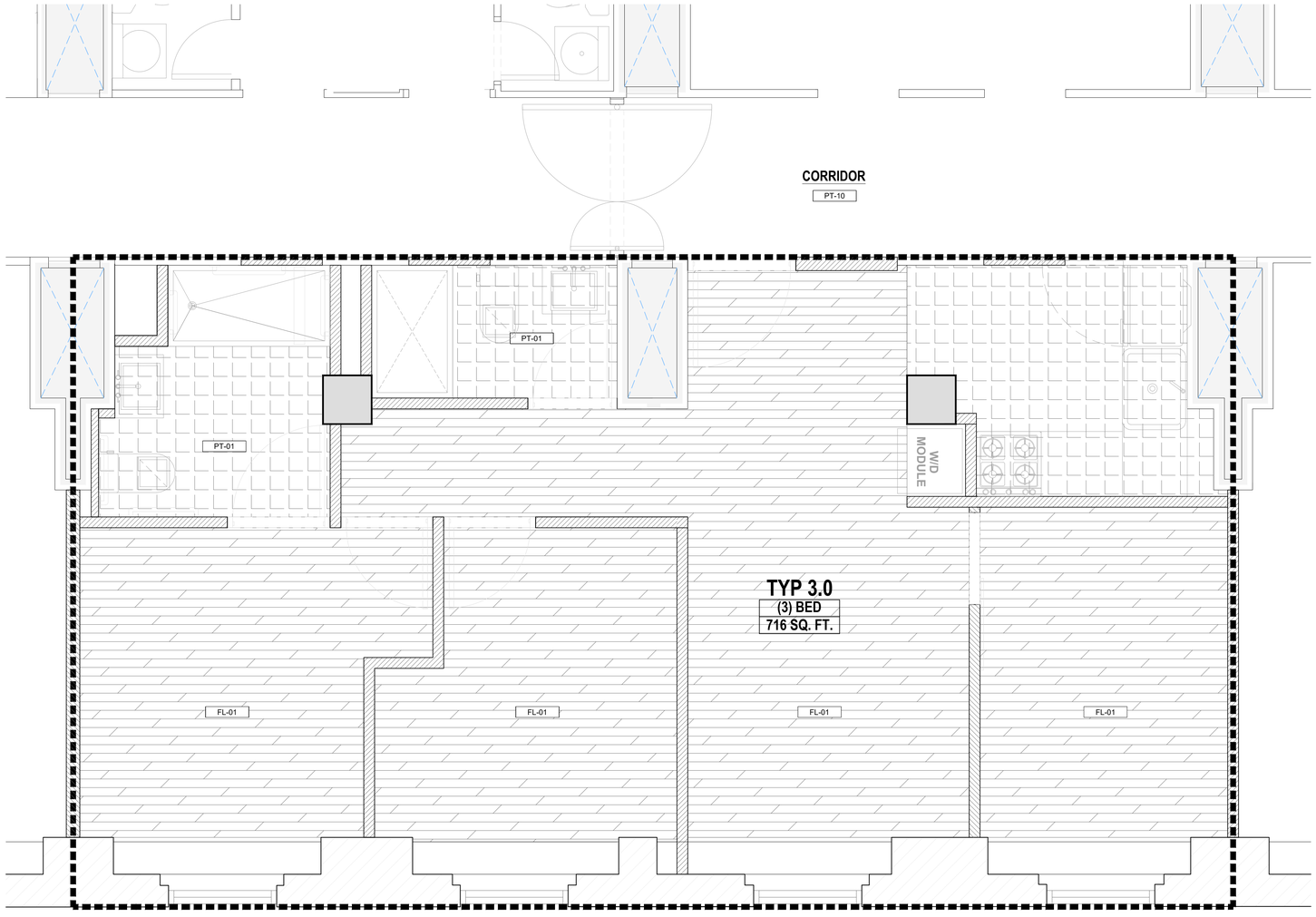
DRAWING TITLE:

TYPICAL FINISH FLOORING
(3) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-427.00



PRELIMINARY FINISH SCHEDULE - WALLS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	WALL FINISH	PAINT (NEW WALLS)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	
TL-01	WALL FINISH	CERAMIC TILE	MATTE	RESTORE BRIGHT WHITE 2 IN. X 6 IN. CERAMIC BULLNOSE WALL TRIM /DALTILE	
PW-02	WALL FINISH	PAINT (EXISTING WOOD PANEL)	MATTE	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PRELIMINARY FINISH SCHEDULE - FLOORS

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
(OP-01) FL-01	FLOOR FINISH	EXISTING FLOOR		KEEP EXISTING FLOORING	
(OP-02) LVT	FLOOR FINISH	LVT	MATTE	LVT C16 (ASTM F1700/3261) PASSES/ THA ABADI GROUP	
PT-01	FLOOR FINISH (BATHROOM)	PORCELAIN FLOOR TILE	TBD	ALPE BLACK PORCELAIN FLOOR AND WALL TILE 12 IN. X 24 IN. CERAMIC TILE	
PT-10	CORRIDOR FLOOR	REUSE EXISTING FLOORING, PATCH AND REPAIR	EXG	- REMOVE EXISTING TOP CARPET	

PRELIMINARY FINISH SCHEDULE - CEILING

CODE	TYPE	MATERIAL	FINISH	COLOR / MODEL	IMAGE REFERENCE
PA-01	CEILING FINISH	GYPSUM BOARD	PA- PAINT FINISH	261 - C1 / SW 7103 SHERWIN WILLIAMS MATTE WHITEBAIL	

PT-01 PORCELAIN TILE- BATHROOM / TRESHOLD AND NEW FLOORING AREA

FL-01 OPTION A - EXISTING FLOORING

01 PRELIMINARY FINISH SCHEDULE- APARTMENTS

1 FINISH PLAN - TYPE 3.3
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

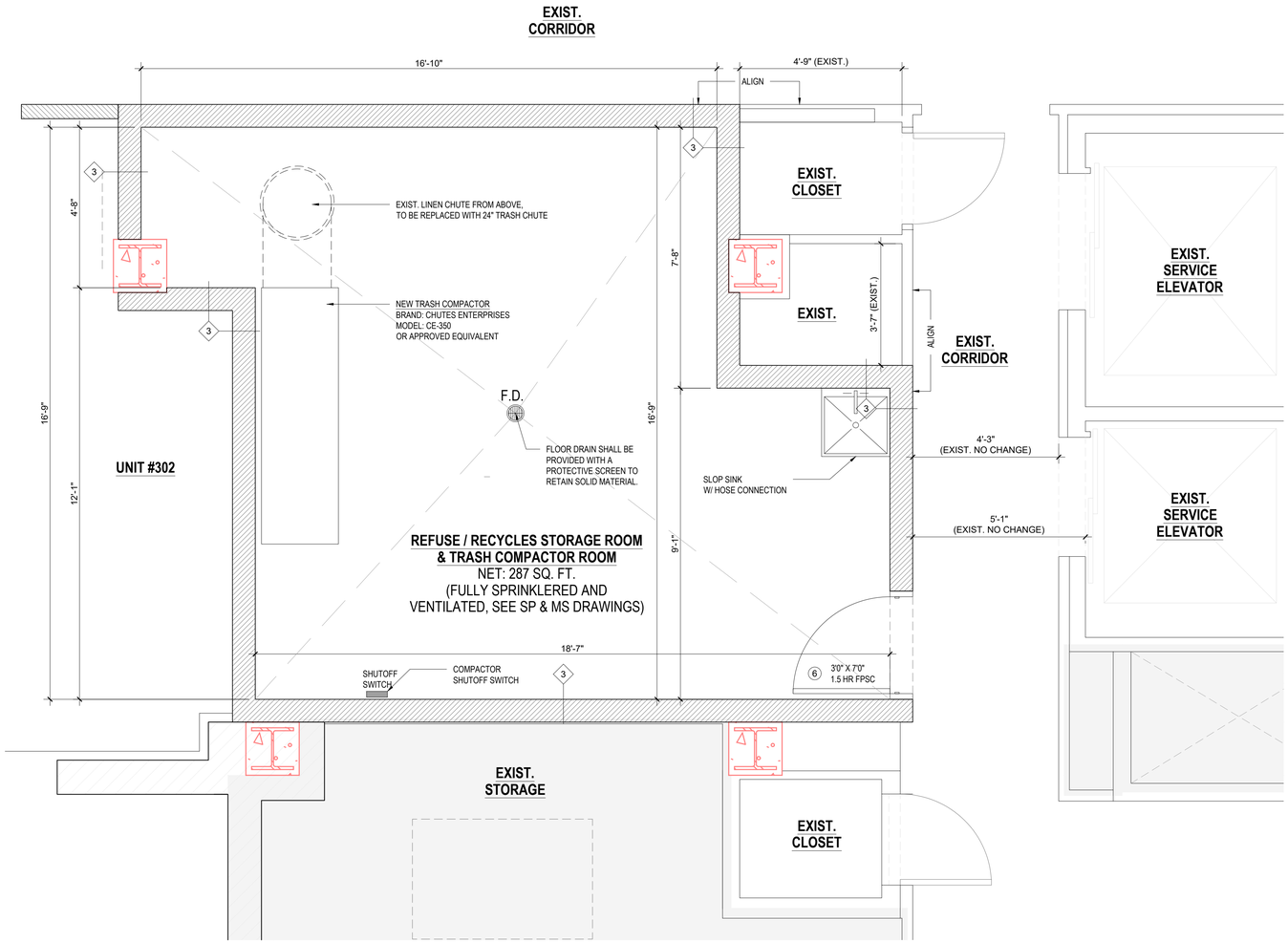
DRAWING TITLE:

TYPICAL FINISH FLOORING
(3) BEDROOMS

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-428.00



1 TRASH COMPACTOR ROOM @ 3RD FLOOR
SCALE: 1/2" = 1'-0"

NOTES

1	ADEQUATE LIGHTING SHALL BE PROVIDED IN REFUSE ROOMS.
2	REFUSE CHUTES, REFUSE ROOMS, HOPPERS AND ALL PARTS OF THE REFUSE COLLECTING SYSTEM SHALL BE MAINTAINED IN A CLEAN AND SANITARY CONDITION AT ALL TIMES, FREE OF VERMIN, ODORS AND DEFECTS, AND SHALL BE MAINTAINED IN GOOD OPERATING CONDITION. FUSED SPRINKLER HEADS SHALL BE REPLACED PROMPTLY.
3	THE OWNER SHALL ESTABLISH A PROGRAM TO ENSURE THAT THE REFUSE CHUTE AND THE REFUSE ROOM AND APPURTENANCES WILL BE TREATED AS OFTEN AS MAY BE NECESSARY TO PREVENT INFESTATION WITH INSECTS OR RODENTS. THE OWNER SHALL MAINTAIN A RECORD OF SUCH TREATMENTS WHICH SHALL BE AVAILABLE AT ALL TIMES FOR INSPECTION BY THE DEPARTMENT.
4	COLLECTION AND DISPOSAL OF REFUSE WITHIN PREMISES. THE COLLECTION AND DISPOSAL OF REFUSE WITHIN ANY BUILDING OR ON ANY PREMISES SHALL BE PERFORMED AS DEEMED NECESSARY TO PROVIDE FOR THE SAFETY, HEALTH AND WELL BEING OF THE OCCUPANTS OF BUILDINGS AND OF THE PUBLIC. THE CONSTRUCTION, OPERATION, MAINTENANCE, CLEANLINESS AND SANITATION OF REFUSE CHUTES AND REFUSE ROOMS AND EXTERMINATION TREATMENT FOR INSECTS AND RODENTS, AND THE KEEPING OF RECORDS OF SUCH TREATMENTS FOR REFUSE CHUTES AND REFUSE ROOMS SHALL BE IN ACCORDANCE WITH REGULATIONS ESTABLISHED BY THIS DEPARTMENT IN CONSULTATION WITH THE DEPARTMENT OF HEALTH.
5	SPRINKLER OPERATION AND WATER SUPPLY. SPRINKLERS SHALL BE DESIGNED TO OPERATE AUTOMATICALLY AT A TEMPERATURE NOT EXCEEDING ONE HUNDRED SIXTY-FIVE DEGREES FAHRENHEIT. THEY MAY BE ELECTRICALLY CONTROLLED PROVIDED SUCH SPRINKLERS ARE APPROVED BY THE BOARD OF STANDARDS AND APPEALS. SPRINKLERS MAY BE CONNECTED TO THE COLD WATER SUPPLY OF THE BUILDING AT THE POINT WHERE SUCH SERVICE ENTERS THE BUILDING OR AT THE BASE OF A WATER SUPPLY RISER PROVIDED THE PIPING OF SUCH SERVICE OR RISER IS OF ADEQUATE SIZE. NO CONNECTIONS, EXCEPT THOSE FOR SPRINKLERS, SHALL BE MADE TO THE SPRINKLER PIPING.

PROJECT:

353 W. 57 TH ST
NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING
6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC
1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.
116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

TRASH ROOM

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-430.00

PARTITION NOTES

TYPICAL GYP. BOARD PARTITION NOTES:

1. GYP BOARD SHALL BE ⅝" THICK U.N.O
2. TYPE "X" GYP BOARD AT ALL FIRE-RATED ASSEMBLES UNLESS ASSEMBLY DESIGN REQUIRES OTHERWISE
3. STUD SPACING 16" O.C. U.N.O. REFER TO LIMITING HEIGHT SCHEDULE ON THIS SHEET FOR MAXIMUM SPANS & MINIMUM FRAMING METAL THICKNESS
4. PARTITIONS (STUDS & ALL LAYERS OF GYP BOARD) TO EXTEND FULL HEIGHT TO UNDERSIDE OF FLOOR OR ROOF ABOVE U.N.O.
5. PROVIDE U.L FIRE RATED DYNAMIC HEAD-OF-WALL ASSEMBLY TO ACCOMMODATE REQUIRED STRUCTURAL DEFLECTION AT ALL FULL HEIGHT FIRE RATED PARTITIONS.
6. PROVIDE U.L. FIRE RATED BOTTOM OF WALL ASSEMBLE AT ALL FIRE RATED WALLS & SHAFT WALLS
7. PROVIDE FIRE-RATED CONTROL JOINTS WHEN REQUIRED AT FIRE RATED PARTITIONS.
8. PROVIDE DYNAMIC HEAD-OF-WALL DEFLECTION ASSEMBLY TO ACCOMMODATE REQUIRED STRUCTURAL DEFLECTION AT ALL FULL HEIGHT NON-RATED PARTITION. PROVIDE ACOUSTICAL SEALANT AT BOTH SIDES OF WALL.
9. PROVIDE MOISTURE AND MOLD RESISTANT GYP BOARD (GREEN BOARD) BEHIND ALL CERAMIC-TILED AND NON-TILED PARTITIONS AT NON-WET(MOISTURE ONLY) AREAS (RESTROOMS, JANITOR CLOSET, ETC.) WHETHER OR NOT INDICATED.
10. PROVIDE ¾" FIRE RATED PLYWOOD OR CONTINUOUS 10" WIDE 14 GA. STEEL BACKER PLATE AS REQUIRED AT TOILET ACCESSORIES.

TYPICAL CMU PARTITION NOTES:

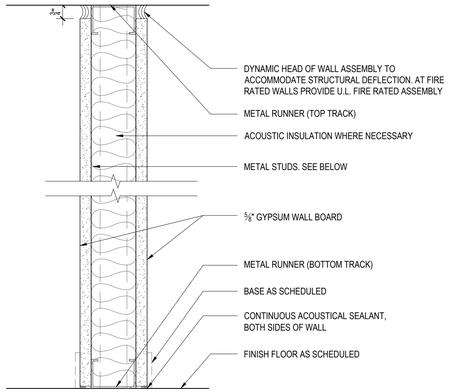
1. PARTITIONS TO EXTEND FULL HEIGHT TO UNDERSIDE OF FLOOR OR ROOF ABOVE U.N.O
2. PROVIDE ACOUSTICAL SEALANT & BACKER ROD AT HEAD & CONTROL JOINTS IN NON-RATED PARTITIONS. HEAD JOINT DESIGN TO ACCOMMODATE REQUIRED STRUCTURAL DEFLECTION.
3. PROVIDE U.L. FIRE-RATED DYNAMIC HEAD-OF-WALL & CONTROL JOINTS ASSEMBLIES AT ALL FIRE-RATED PARTITIONS.
4. ALL CMU TO BE LIGHTWEIGHT U.N.O
5. FIRE RATING TO BE BASED UPON EQUIVALENT THICKNESS METHOD PER THE BUILDING CODE.
6. PROVIDE HEAD-OF-WALL SEISMIC RESTRAINT AT ALL FULL HEIGHT PARTITIONS.

PARTITION NOTES

INTERIOR FRAMING LIMITING HEIGHT

SIZE	STUD SPACING	DESIGN LIMIT	GAUGE (THICKNESS)	LIMITING HT.	
				L/240	L/360
2-1/2" (250S125-18/33)	16"	5 PSF	25 GAUGE (18 MIL)	11'-3"	9'-10"
		5 PSF	20 GAUGE (33 MIL)	12'-10"	11'-2"
	24"	5 PSF	25 GAUGE (18 MIL)	10'-7"	9'-3"
		5 PSF	20 GAUGE (33 MIL)	11'-7"	10'-0"
3-5/8" (362S125-18/33)	16"	5 PSF	25 GAUGE (18 MIL)	14'-4"	12'-4"
		5 PSF	20 GAUGE (33 MIL)	16'-5"	14'-3"
	24"	5 PSF	25 GAUGE (18 MIL)	13'-5"	11'-7"
		5 PSF	20 GAUGE (33 MIL)	14'-9"	12'-9"
6" (600S125-18/33)	16"	5 PSF	25 GAUGE (18 MIL)	19'-9"	17'-11"
		5 PSF	20 GAUGE (33 MIL)	24'-6"	21'-4"
	24"	5 PSF	25 GAUGE (18 MIL)	16'-9"	16'-9"
		5 PSF	20 GAUGE (33 MIL)	21'-7"	18'-10"

NOTE: GC TO VERIFY ALL EXISTING INTERIOR CEILING HEIGHT



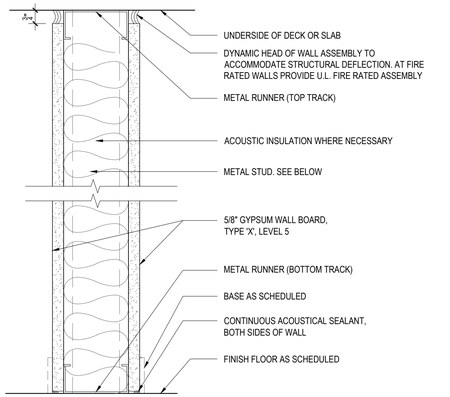
TYPE 0

INTERIOR PARTITION - NON-LOAD BEARING

WALL TYPE	STUD	SYSTEM THICKNESS	FIRE RATING	STC	INSULATION	LOCATION	REMARKS
0	2½"	3¾"	N/A			UNIT INTERIOR	
0A	2½"	3¾"	N/A			UNIT INTERIOR WET AREA	WET AREA. ⅝" GREEN BOARD
0B	3⅝"	4⅞"	N/A			INTERIOR WALL WITH E.P.	
0C	3⅝"	4⅞"	N/A			INTERIOR WALL WITH E.P.	WET AREA. ⅝" GREEN BOARD

NOTE:
1. WET AREA TO HAVE GREEN BOARD. G.C TO INSTALL WATER PROOFING MEMBRANE TO 6" HEIGHT ON WALL
2. GC TO INSTALL 3/4" FIRE RETARDANT PLY WD. BLOCKING BETWEEN STUDS AS REQ'D FOR GRAB BAR MOUNTING WHERE NECESSARY
3. ACOUSTIC INSULATION WHERE NEEDED

0 PARTITION TYP 0
SCALE: 3" = 1'-0"



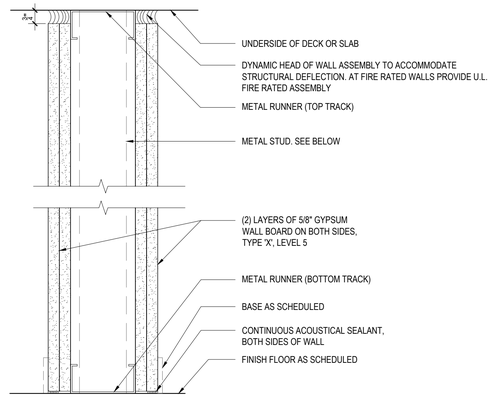
TYPE 1

INTERIOR PARTITION - NON-LOAD BEARING - UL U419

WALL TYPE	STUD	SYSTEM THICKNESS	FIRE RATING	STC	INSULATION	LOCATION	REMARKS
1	3⅝"	4⅞"	1 HR	48		BETWEEN UNITS, CORRIDOR	SEE PLAN FOR LOCATION
1A	3⅝"	4⅞"	1 HR	48		BETWEEN UNITS, CORRIDOR	WET AREA. ⅝" GREEN BOARD

NOTE:
1. WET AREA TO HAVE GREEN BOARD. G.C TO INSTALL WATER PROOFING MEMBRANE TO 6" HEIGHT ON WALL
2. GC TO INSTALL 3/4" FIRE RETARDANT PLY WD. BLOCKING BETWEEN STUDS AS REQ'D FOR GRAB BAR MOUNTING WHERE NECESSARY
3. ACOUSTIC INSULATION WHERE NEEDED

1 PARTITION TYP 1
SCALE: 3" = 1'-0"



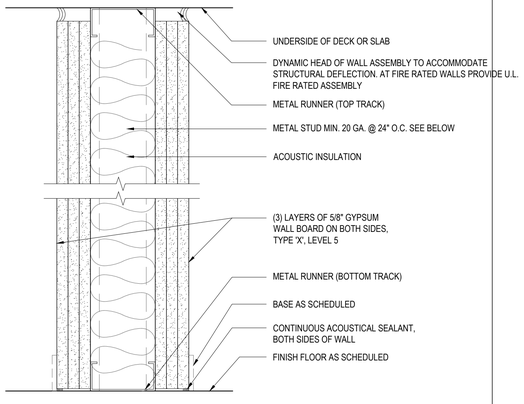
TYPE 2

INTERIOR PARTITION - NON-LOAD BEARING

WALL TYPE	STUD	SYSTEM THICKNESS	FIRE RATING	STC	INSULATION	LOCATION	REMARKS
2	3⅝"	6⅛"	2 HR			STAIR SHAFT	SEE PLAN FOR LOCATION
2A	3⅝"	6⅛"	2 HR				WET AREA. ⅝" GREEN BOARD

NOTE:
1. WET AREA TO HAVE GREEN BOARD. G.C TO INSTALL WATER PROOFING MEMBRANE TO 6" HEIGHT ON WALL.
2. GC TO INSTALL 3/4" FIRE RETARDANT PLY WD. BLOCKING BETWEEN STUDS AS REQ'D FOR GRAB BAR MOUNTING WHERE NECESSARY
3. ACOUSTIC INSULATION WHERE NEEDED

2 PARTITION TYP 2
SCALE: 3" = 1'-0"



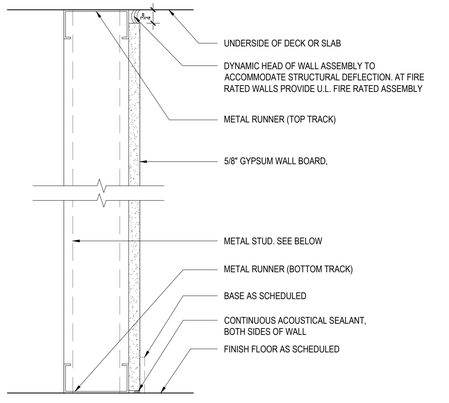
TYPE 3

FURRING WALL - LOAD BEARING - UL W460

WALL TYPE	STUD	SYSTEM THICKNESS	FIRE RATING	STC	INSULATION	LOCATION	REMARKS
3	3½"	7¼"	3 HR	N/A		TRASH ROOM	SEE PLAN FOR LOCATION

NOTE:
1. WHERE REQUIRED FOR LATERAL SUPPORT OF STUDS, SUPPORT MAY BE PROVIDED BY MEANS OF STEEL STRAPS, CHANNELS OR OTHER SIMILAR MEANS AS SPECIFIED IN THE DESIGN OF A PARTICULAR STEEL STUD WALL SYSTEM

3 PARTITION TYP 3
SCALE: 3" = 1'-0"



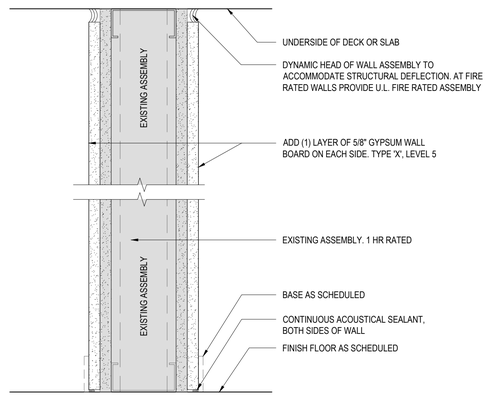
TYPE 4

FURRING WALL - NON-LOAD BEARING

WALL TYPE	STUD	SYSTEM THICKNESS	FIRE RATING	STC	INSULATION	LOCATION	REMARKS
4	2½"	3⅝"	NR			FURRING LOCATION	SEE PLAN FOR LOCATION
4A	2½"	3⅝"	NR			FURRING LOCATION	WET AREA. ⅝" GREEN BOARD
4B	3⅝"	4¼"	NR			FURRING LOCATION	SEE PLAN FOR LOCATION
4C	3⅝"	4¼"	NR			FURRING LOCATION	WET AREA. ⅝" GREEN BOARD

NOTE:
1. WET AREA TO HAVE GREEN BOARD. G.C TO INSTALL WATER PROOFING MEMBRANE TO 6" HEIGHT ON WALL
2. GC TO INSTALL 3/4" FIRE RETARDANT PLY WD. BLOCKING BETWEEN STUDS AS REQ'D FOR GRAB BAR MOUNTING WHERE NECESSARY
3. ACOUSTIC INSULATION WHERE NEEDED

4 PARTITION TYP 4
SCALE: 3" = 1'-0"



TYPE 5

CONVERTING EXISTING 1HR WALL TO 2HR WALL - NON-LOAD BEARING

WALL TYPE	STUD	SYSTEM THICKNESS	FIRE RATING	STC	INSULATION	LOCATION	REMARKS
5	N/A	-	2 HR			UTILITY CLOSET ON HALLWAY	SEE PLAN FOR LOCATION

NOTE:

5 PARTITION TYP 5
SCALE: 3" = 1'-0"

6 PARTITION TYP 6
SCALE: 3" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

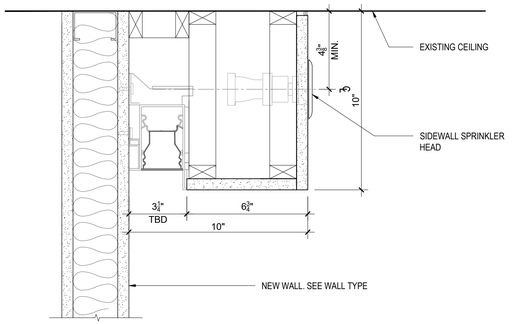
DRAWING TITLE:

DETAIL:
PARTITION TYPE

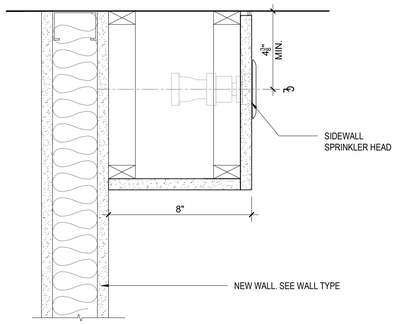
PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

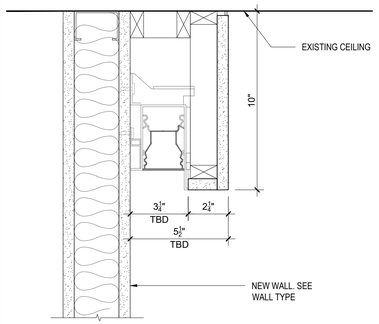
A-500.00



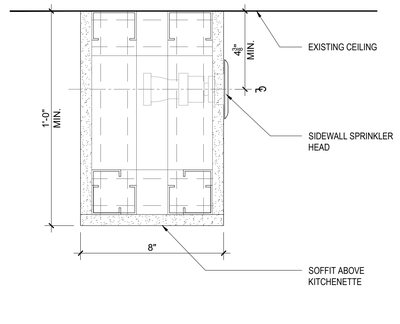
1 CEILING SOFFIT DETAIL - SP+LIGHT
SCALE: 3" = 1'-0"



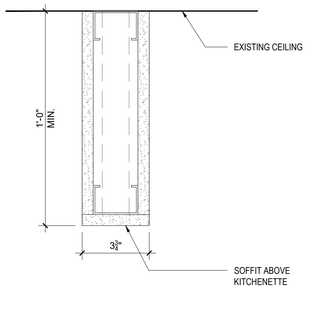
2 CEILING SOFFIT DETAIL - SP ONLY
SCALE: 3" = 1'-0"



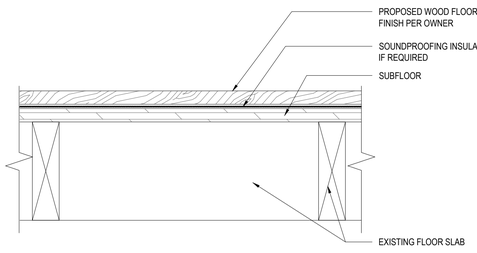
3 CEILING SOFFIT DETAIL - WALL WASHER ONLY
SCALE: 3" = 1'-0"



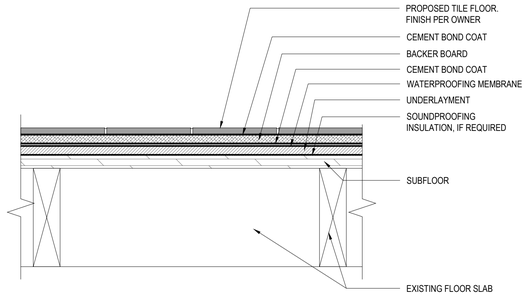
4 CEILING SOFFIT DETAIL - SP + KITCHENETTE SOFFIT
SCALE: 3" = 1'-0"



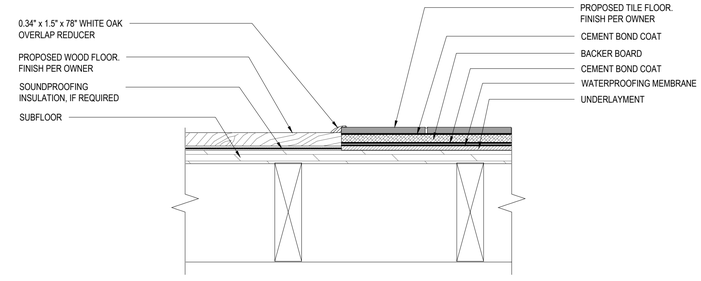
5 CEILING SOFFIT DETAIL - SP + KITCHENETTE SOFFIT
SCALE: 3" = 1'-0"



6 TYPICAL WOOD FLOORING DETAIL
SCALE: 3" = 1'-0"



7 TYPICAL TILE FLOORING DETAIL
SCALE: 3" = 1'-0"



8 TYPICAL WOOD AND TILE FLOOR TRANSITION DETAIL
SCALE: 3" = 1'-0"

9 TYPICAL WOOD AND CARPET FLOOR TRANSITION DETAIL
SCALE: 3" = 1'-0"

10 RESERVED
SCALE: 3" = 1'-0"

11 RESERVED
SCALE: 3" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

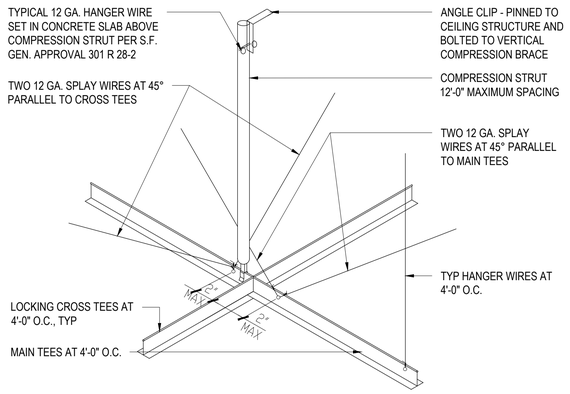
DRAWING TITLE:

DETAIL:
CEILING & FLOORING

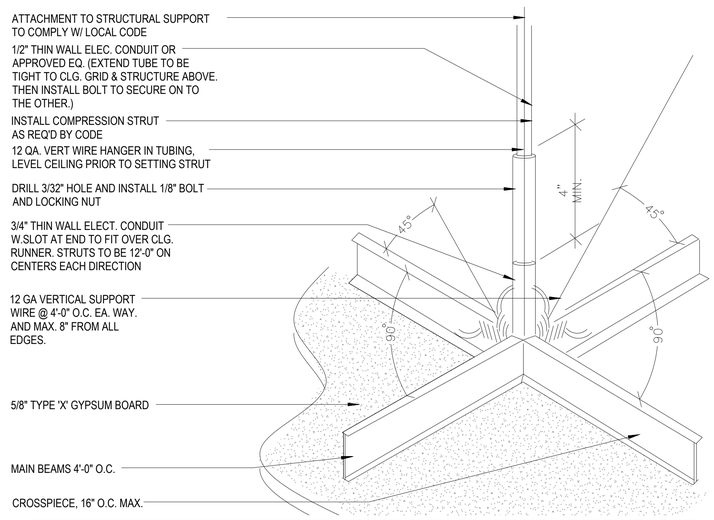
PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-501.00

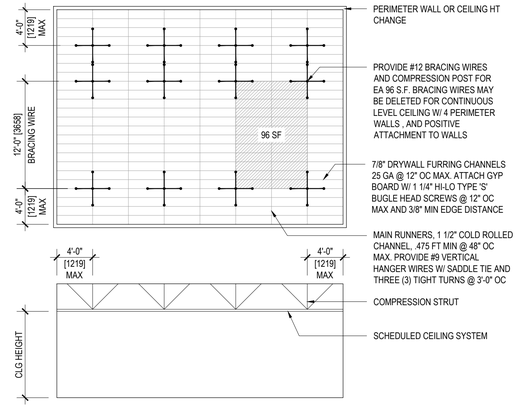


1 COMPRESSION STRUCT. DETAIL AT ACOUSTIC CEILING TILE
SCALE: 3" = 1'-0"



NOTE:
MECHANICAL AND LIGHT FIXTURES MUST BE CONNECTED TO ONE (1) VERTICAL 12 GA. WIRE ATTACHED TO OPPOSING CORNERS ALONG THE FIXTURES DIAGONAL. THESE WIRES MAY BE SLACK (UBC STD. NO. 25.213, 25.214)

2 TYPICAL BRACING CONNECTION
SCALE: 3" = 1'-0"

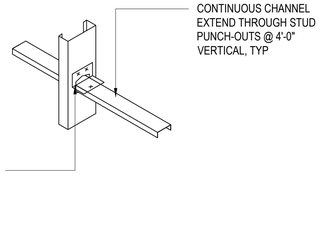


NOTES:
1. TIE ADJACENT WALLS TO CEILING MAIN AND CROSS RUNNER.
2. INSTALL CEILING GRID USING NO. 12 GA. SPLAY WIRE HANGERS AT 45°, 90° TO EACH OTHER (4 WIRES) BEGINNING 4'-0" FROM STARTING POINT OF GRID AND TILE LAYOUT AND IN BOTH DIRECTIONS AT 12'-0" THEREAFTER

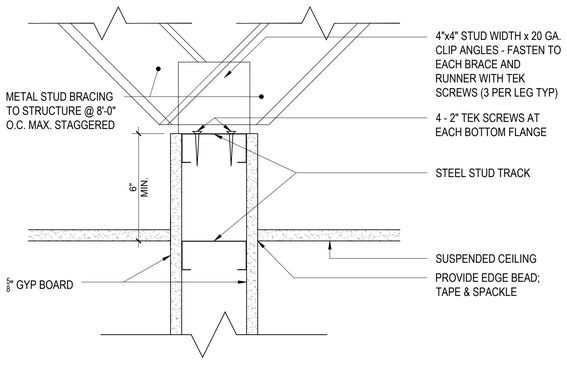
3 SEISMIC BRACING DIAGRAM
SCALE: 3" = 1'-0"

4 BRACE AT STUCRCTURE
SCALE: 3" = 1'-0"

BRIDGING IS ONLY REQUIRED FOR WALLS FRAMED TO THE DECK. USE DETAIL ABOVE DRYWALL LINE,EVERY 4FT O.C.

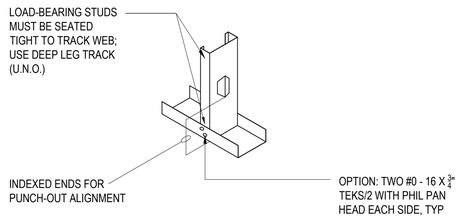


5 STUD BRIDGING
SCALE: 3" = 1'-0"



6 BRACING CONNECTION
SCALE: 3" = 1'-0"

NOTE:
SCREW ATTACH CONTRACTOR'S OPTION



7 STUD TO TRACK
SCALE: 3" = 1'-0"

NOTES:
GC TO SEAL AND TAP THE PLENUM SPACE TO COMPLY WITH CODE.

FASTENING TO STRUCTURE ABOVE TO COMPLY WITH LANDLORD AND/OR LOCAL BUILDING DEPARTMENT REQUIREMENTS

MAINTAIN WIRE SPACING AT A MAXIMUM 4' ON CENTER

7 SUSPENDED GYPSUM BOARD CEILING
SCALE: 3" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

DETAIL:
TYPICAL CEILING

PROJECT #: 21-49 | DATE: 04.15.2022

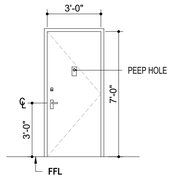
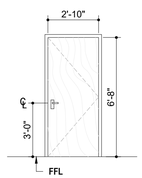
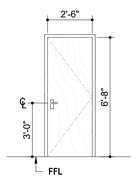
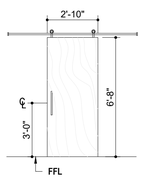
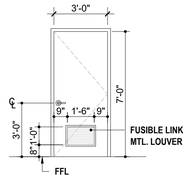
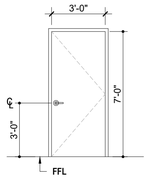
SHEET TITLE :

A-502.00

DOOR NOTES

1	MDL SECTION 51(a). PEEPHOLES: IN EVERY MULTIPLE DWELLING, THE OWNER SHALL PROVIDE AND MAINTAIN A PEEPHOLE IN THE ENTRANCE DOOR OF EACH HOUSING UNIT. SUCH PEEPHOLE SHALL BE LCOATED TO ENABLE A PERSON IN SUCH HOUSING UNIT TO VIEW FROM THE INSDIE OF THE ENTRANCE DOOR. ANY PERSON IMMEDIATELY OUTSIDE OF THE ENTRANCE DOOR TO SUCH HOUSING UNIT.
2	
3	
4	
5	

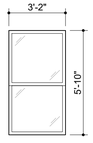
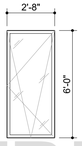
INTERIOR DOOR SCHEDULE

TYPE	1	2	3	4	5	6	7	8
ELEVATION								
QUANTITY								
DOOR SIZE	SEE ELEVATION FOR DETAIL	SEE ELEVATION FOR DETAIL	SEE ELEVATION FOR DETAIL	SEE ELEVATION FOR DETAIL	SEE ELEVATION FOR DETAIL	SEE ELEVATION FOR DETAIL		
PANEL THICKNESS	1 3/4"	1 3/8"	1 3/8"	1 3/4"	1 3/4"	1 3/4"		
LOCATION	APARTMENT ENTRANCE DOOR	ADA BATHROOM / BEDROOM, SEE PLAN	NEW NON-TYPE BATHROOM, SEE PLAN	BATHROOM / BEDROOM, SEE PLAN	MECHANICAL, UTILITY ROOMS	TRASH ROOM		
FIRE RATING	0.75 HR	N/A	N/A	N/A	1.5 HR	1.5 HR		
MATERIAL	HOLLOW METAL	HOLLOW-CORE COMPOSITE	HOLLOW-CORE COMPOSITE	SOLID-CORE WOOD	HOLLOW METAL	HOLLOW METAL		
FRAME MATERIAL	METAL	COMPOSITE	COMPOSITE	N/A	METAL	METAL		
FINISH	PAINTED	MILLENNIUM OAK, OR SIMILAR	MILLENNIUM OAK, OR SIMILAR	PAINTED	PAINTED	PAINTED		
SWING	SINGLE	SINGLE	SINGLE	SINGLE	SINGLE	SINGLE		
HARDWARE	PEEP HOLE	UNKEYED	UNKEYED	UNKEYED	SELF-CLOSING HINGE	SELF-CLOSING HINGE		
	SELF-CLOSING HINGE			W/ FUSIBLE LINK FIRE RATED LOUVER	W/ FUSIBLE LINK FIRE RATED LOUVER			
	HEAVY DUTY LATCH SET							
	HEAVY DUTY DEAD BOLT KEY FROM OUTSIDE, THUMB-TURN FROM INSIDE							
	A CHAIN GUARD							
MANUFACTURER	L.I.F. INDUSTRIES, INC	GENERIC	GENERIC	PACIFIC ENTRIES	L.I.F. INDUSTRIES, INC	L.I.F. INDUSTRIES, INC		
MODEL	FLUSH HM FIRE RATED DOORS - F			FLUSH HM FIRE RATED DOORS - FL	FLUSH HM FIRE RATED DOORS - FL	FLUSH HM FIRE RATED DOORS - FL		
NOTE	OR APPROVED EQUIV.			OR APPROVED EQUIV.	OR APPROVED EQUIV.	OR APPROVED EQUIV.		
REMARKS	"FPSC"			"SLIDING BARN DOOR"				

WINDOW NOTES

1	
2	
3	
4	
5	

WINDOW SCHEDULE

TYPE	1	2	3	4	5	6	7	8
ELEVATION		 TBD						
QUANTITY								
WINDOW SIZE	SEE ELEVATION FOR DETAIL	SEE ELEVATION FOR DETAIL						
LOCATION	EXISTING WINDOW OPENING, SEE PLAN	3RD FLOOR FACING 58TH STREET						
MATERIAL	HOLLOW METAL	HOLLOW METAL						
FRAME MATERIAL	METAL	METAL						
FINISH	PAINTED	PAINTED						
U-FACTOR	0.40	0.40						
SHGC	0.36	0.36						
VT	NR	NR						
AIR LEAKAGE	0.20	0.20						
MANUFACTURER								
MODEL								
NOTE								
REMARKS								

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

SCHEDULE:
INTERIOR DOOR & WINDOW

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-600.00

FINISH SCHEDULE

WALL

CODE	MATERIAL	FINISH	BRAND	MODEL	COLOR/FINISH	SUPPLIER	NOTES
PA-01	PAINT (NEW WALL)	MATTE	SHERWIN WILLIAMS	261-C1/SW 7103	MATT WHITEBAIL		
PW-02	PAINT (EXISTING WD)	MATTE	SHERWIN WILLIAMS	261-C1/SW 7103	MATT WHITEBAIL		
TL-01	CERAMIC TILE	MATTE	DALTILE	RESTORE BRIGHT WHITE 2"X6" CERAMIC BULLNOSE WALL TRIM DALTILE	RESTORE BRIGHT WHITE		

FLOORS

CODE	MATERIAL	FINISH	BRAND	MODEL	COLOR/FINISH	SUPPLIER	NOTES
FL-01 OPT.01	EXIST. FLOOR	N/A	N/A	KEEP EXISTING FLOOR	N/A	N/A	
LVT-01 (OPT.01)	LVT	MATTE	THE ABADI GROUP	LVT C16 (ASTM F1700/3261)	PASSES	THE ABADI GROUP	
PT-01	PORCELAIN FLOOR TILE (ADA TYPE B BATHRM)	TBD	ALPE	ALPE BLACK PORCELAIN FLOOR WALL TILE 12" X 24"	BLACK	ALPE	

CEILIING

CODE	MATERIAL	FINISH	BRAND / SUPPLIER	MODEL	COLOR/FINISH	SUPPLIER	NOTES
PA-01	PAINT (GYB CEILING)	PA FINISH	SHERWIN WILLIAMS	261-C1/SW 7103	MATT WHITEBAIL	SHERWIN WILLIAMS	

LIGHTING SCHEDULE

QUANTITY	SYMBOL	TYPE	LOCATION	DESCRIPTION	BRAND	PART	LAMP	SYSTEM WATTAGE	NOTES
	○	L1	RESIDENTIAL BATHROOM	- RECESSED DIMMABLE LED 2700K SHOWER LIGHT WITH WET LOCATION LISTING - TRIMMED - NOMINAL 2 3/4" APERTURE WITH 4 3/8" O.D. TRIM - NOMINAL 3 1/8" RECESSING DEPTH ABOVE CEILING MATERIAL	**AMERLUX**	EZ-NC-A17-T-12-(VOLTAGE)-0/10V + EZRSHW-A17-T-(FINISH)-VWF-27	LED (INTERGRAL) 2700K CCT	12W	- EE TO VERIFY VOLTAGE - EE TO COORDINATE DIMMING DRIVER WITH SPECIFIED WALL BOX DIMMER - DESIGNER TO CONFIRM FINISH
	○	L1A	RESIDENTIAL CORRIDOR	- RECESSED DIMMABLE LED 2700K SHOWER LIGHT WITH WET LOCATION LISTING - TRIMMED - NOMINAL 2 3/4" APERTURE WITH 4 3/8" O.D. TRIM - NOMINAL 3 1/8" RECESSING DEPTH ABOVE CEILING MATERIAL	**AMERLUX**	EZ-NC-A17-T-12-(VOLTAGE)-0/10V + EZRSHW-A17-T-(FINISH)-VWF-27	LED (INTERGRAL) 2700K CCT	18W	- EE TO VERIFY VOLTAGE - EE TO COORDINATE DIMMING DRIVER WITH SPECIFIED WALL BOX DIMMER - DESIGNER TO CONFIRM FINISH
	- - - - - -	L2	RESIDENTIAL KITCHEN	- SURFACE MOUNTED LED 2700K LENSED UNDERCABINET FIXTURE - INTEGRAL DRIVER - NOMINAL 2" DEEP - WITH INTEGRAL SWITCH	**FEELUX**	TUN-27K-SF-STD-S-(LENGTH)-ZT-RSW-120-240V	LED (INTERGRAL) 2700K CCT	3.5 W/LF	- EE TO VERIFY VOLTAGE - EE TO COORDINATE DIMMING DRIVER WITH SPECIFIED CONTROL SYSTEM - DESIGNER TO CONFIRM FINISH - REFER TO ARCHITECTURAL DRAWINGS FOR CONTINUOUS LENGTH INFORMATION - CABINET TO HAVE "LIP" TO CONCEAL FIXTURE FROM VIEW
	———	L3	RESIDENTIAL AT SELECTED NEW WALL	- RECESSED MOUNTED 2700K LED LENSED DOWNLIGHT WITH INTEGRAL DRIVER - FIXTURE HIDDEN IN CONSTRUCTED BULKHEAD - NOMINAL 2.64" WIDTH X 7.38" HEIGHT X LENGTH PER PLANS - 250 LUMENS/FT	**FOCAL POINT**	F2M2PR-ALH-FL2-250LF-27K 90+-1C-UNV-UNV-TF-WH-(LENGTHS PER PLAN)	LED (INTERGRAL) 2700K CCT	3.0 W/LF	- EE TO VERIFY VOLTAGE - EE TO COORDINATE DIMMING DRIVER WITH SPECIFIED CONTROL SYSTEM - REFER TO ARCHITECTURAL DRAWINGS FOR CONTINUOUS LENGTH INFORMATION - ARCHITECT TO VERIFY FLANGE BASED ON SPECIFIED CEILING - FIXTURE TO BE RECESSED IN BUILKHEAD
		L3 - ALT	RESIDENTIAL AT SELECTED NEW WALL	- RECESSED MOUNTED 2700K LED LENSED DOWNLIGHT WITH INTEGRAL DRIVER - FIXTURE HIDDEN IN CONSTRUCTED BULKHEAD - NOMINAL 2 3/8" WIDTH X 6.5" HEIGHT X LENGTH PER PLANS - 350 LUMENS/FT	**LUMENWERX**	VIA2PERS-HLO-SW-80-350-27-(LENGTHS PER PLAN)-UNV-D1-1-DTR-W-(CONROLS)	LED (INTERGRAL) 2700K CCT	3.3 W/LF	- EE TO VERIFY VOLTAGE - EE TO COORDINATE DIMMING DRIVER WITH SPECIFIED CONTROL SYSTEM - REFER TO ARCHITECTURAL DRAWINGS FOR CONTINUOUS LENGTH INFORMATION - ARCHITECT TO VERIFY FLANGE BASED ON SPECIFIED CEILING - FIXTURE TO BE RECESSED IN BUILKHEAD
	- - - - - -	L4	RESIDENTIAL BATHROOMS	- SURFACE MOUNTED MIRRORS WITH INTEGRATED 2700K LED - SPECIFICATION TO BE CONFIRMED BY DESIGNER	**PURE EDGE**	PLAZA-L-LED-27K	LED (INTERGRAL) 2700K CCT	115W	- EE TO VERIFY VOLTAGE - EE TO COORDINATE DIMMING DRIVER WITH SPECIFIED CONTROL SYSTEM - DESIGNER TO CONFIRM SPECIFICATION

FIXTURE SPECIFICATION

BATHROOM

QUANTITY	REF.	ITEM	SIZE	BRAND	DESCRIPTION	MODEL	NOTES
	BA-10	SHOWER PAN	60" X 36"	OVE DECORS	WHITE ACRYLIC SHOWER BASE WITH REVERSIBLE DRAIN. FIBERGLASS REINFORCED ACRYLIC BASE WITH STYLISH SIDE HIDDEN TRENCH DRAIN ALLOWING FOR RAPID EVACUATION OF WATER COLOR/FINISH: WHITE		OR APPROVED EQUAL
	BA-09	SHOWER GLASS	46.18" X 72.01"	OVE DECORS	ANNIE SHOWER SCREEN 45" CHROME GLASS/METAL COLOR/FINISH: GLASS PANEL MATTE		OR APPROVED EQUAL
	VA-01	VANITY	24"	THE ADADI GROUP	VANITY CABINET COLOR FINISH: MATTE WHITE	TBD	OR APPROVED EQUAL
	BA-06	SHOWER TRIM OPT.1		DELTA/ARTEXA MX	SHOWER TRIM IN CHROME COLOR/FINISH: CHROME	MODEL T14232	OR APPROVED EQUAL
	BA-07	SHOWER TRIM OPT.2		DELTA/ARTEXA MX	SHOWER TRIM IN CHROME COLOR/FINISH: CHROME	MODEL TBD	
	BA-02	TOWEL BAR	24"	DELTA/ARTEXA MX	24" TOWEL BAR IN CHROME, METAL COLOR/FINISH:CHROME	MODEL#: 759240	OR APPROVED EQUAL
	VA-02	MIRROR	18" X 30"	LOWES	SAINT BIRCH LED LIGHTED CLEAR RECTANGULAR FRAMELESS BATHROOM MIRROR	MODEL#:SBHZ183BBLM	OR APPROVED EQUAL
	BA-08	W.C		DELTA/ARTEXA MX	ROUND FRONT TOILET IN WHITE COLOR/FINISH: WHITE	MODEL#: C41913-WH	
	BA-01	FAUCET		DELTA/ARTEXA MX	SINGLE HANDLE BATHROOM FAUCET IN CHROME COLOR/FINISH: CHROME	MODEL#:559LF-LPU	
	BA-02	PAPER ROLL HOLDER		DELTA/ARTEXA MX	TISSUE HOLDER IN CHROME, METAL COLOR/FINISH:CHROME	MODEL#:7590	
	BA-04	GRAB BAR OPT.1	24"	DELTA/ARTEXA MX	ADA GRAB BAR - 2PCS CONTEMPORARY COLOR/FINISH: CHROME	MODEL#:41824	
	BA-05	GRAB BAR OPT.2	24"	DELTA/ARTEXA MX	ADA GRAB BAR - 2PCS CONTEMPORARY COLOR/FINISH: MATTE BLACK	MODEL#:41824	

KITCHEN

QUANTITY	REF.	ITEM	SIZE	BRAND	DESCRIPTION	MODEL	NOTES
	A	ELECTRIC RANGE	30"	GE	GE® 30" FREE-STANDING ELECTRIC RANGE	JBS360RMSS	
	B	ELECTRIC RANGE	24"	GE	GE® 24" SELF CLEAN FREE-STANDING ELECTRIC RANGE	JA624RNSS	
	C	REFRIGERATOR	30"	FRIGIDAIRE	BOTTOM FREEZER REFRIGERATOR	FRTD2021AS	
	D	DISHWASHER	24"	FRIGIDAIRE	TOP CONTROL BUILT-IN TALL TUB DISHWASHER	FDSH4501AS	
	E	DRANGE HOOD	30"	BROAN-TUTONE	TWO-SPEEY NON-DUCTED RANGE HOOD	RL6200	
	F	REFRIGERATOR	22"	FRIGIDAIRE	22" COMPACT COUNTER DEPTH TOP FREEZER REFRIGERATOR	FFPE4533UM	
	G	DISHWASHER	24"	FISHER & PAYKEL	ELECTRIC FRONT CONTROL BUILT-IN DISHWASHER	DD24SAX9N	
	H	RANGE / MICROWAVE	30"	FRIGIDAIRE	OVER THE RANGE MICROWAVE	FFMV1846	
	I	WASHER/DRYER	24"	GE	VENTLESS ELECTRIC WAHSER/DRYER	GFQ14ESSNWW	
		CABINETRY MATERIAL		FORMICA	KITCHEN FORMICA NEUTRAL WHITE 918-58 COLOR/FINISH: 58 (MATTE) FINISH	918-58	
		COUNTERTOPS &BACK SPLASH OPT.1		DEKTON/ COSENTINO	DEKTON AURA 15 NATURAL COLOR/FINISH: ARUA NATURAL		
		COUNTERTOPS &BACK SPLASH OPT.2	10" X 5"	CAESARSTONE	QUARTZ COUNTERTOP IN WHITE ATTICA 10"X5" COLOR/FINISH: WHITE ATTICA		
		KITCHEN FACET OPT.1		THE HOME DEPOT/KOHLER	SIMPLICE SINGLE-HANDLE PULL-DOWN SPRAYER KITCHEN FAUCET IN POLISHED CHROME, METAL COLOR/FINISH : CHROME		
		KITCHEN FACET OPT.2		THE HOME DEPOT/GROHE	CONCETTO SINGLE-HANDLE PULL-OUT SPRAYER KITCHEN FAUCET 1.75 GPM IN STARLIGHT CHROME,, METAL COLOR/FINISH : CHROME		
		KITCHEN FACET OPT.3		THE HOME DEPOT/DELTA	DELTA KITCHEN FAUCET, METAL COLOR/FINISH : CHROME		
		KITCHEN SINK	24"	KOHLER	ELKAY CROSSTOWN UNDERMOUNT STAINLESS STEEL 24" SINGLE BOWL KITCHEN SINK WITH BOTTOM GRID AND DRAIN COLOR/FINISH: STAINLESS STEEL	EFRU2115TC	

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

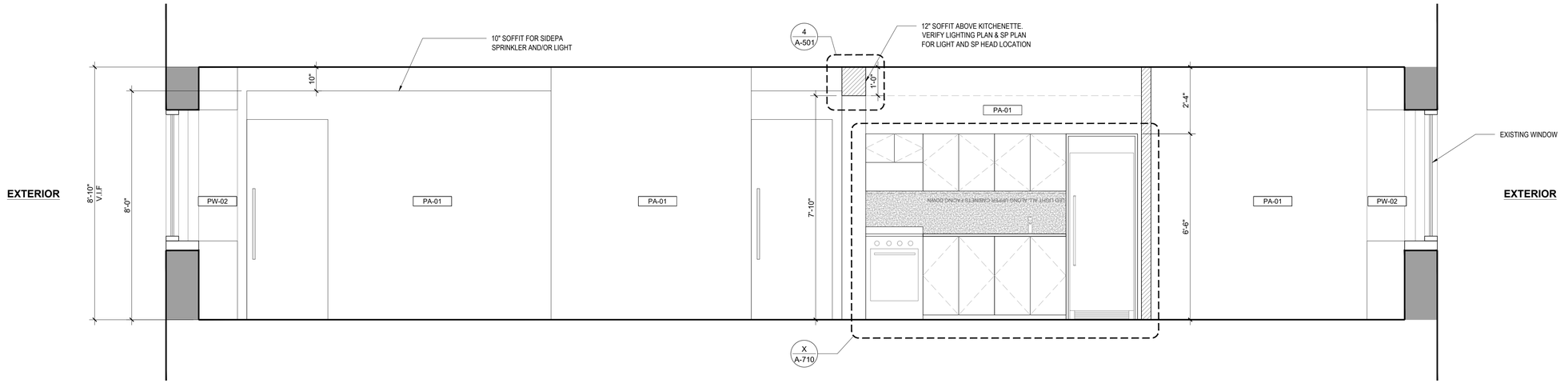
DRAWING TITLE:

SPECIFICATION

PROJECT #: 21-49 | DATE: 04.15.2022

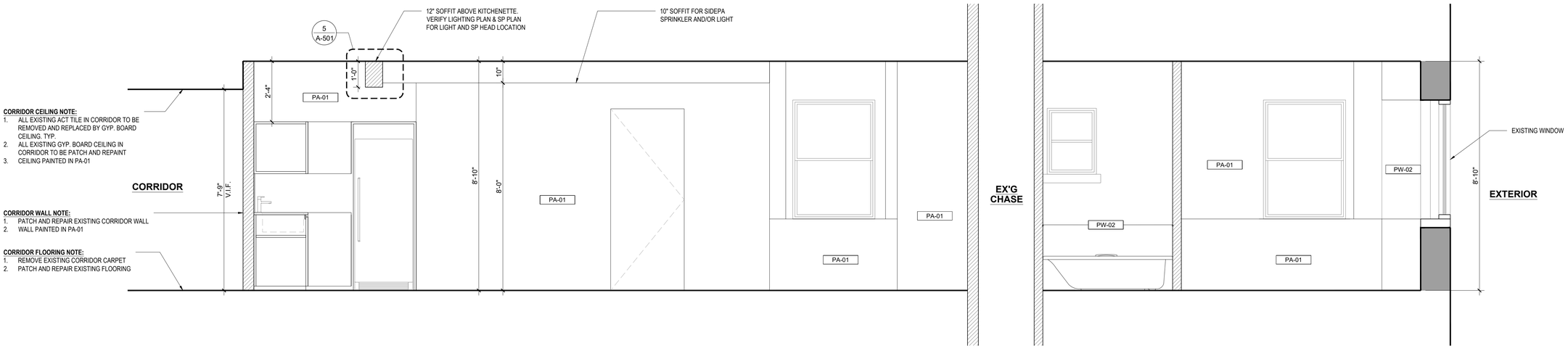
SHEET TITLE :

A-610.00



1 INTERIOR ELEVATION

SCALE: 1/2" = 1'-0"



2 INTERIOR ELEVATION

SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST

NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION
04.04.2022 SD SUBMISSION

SEAL:

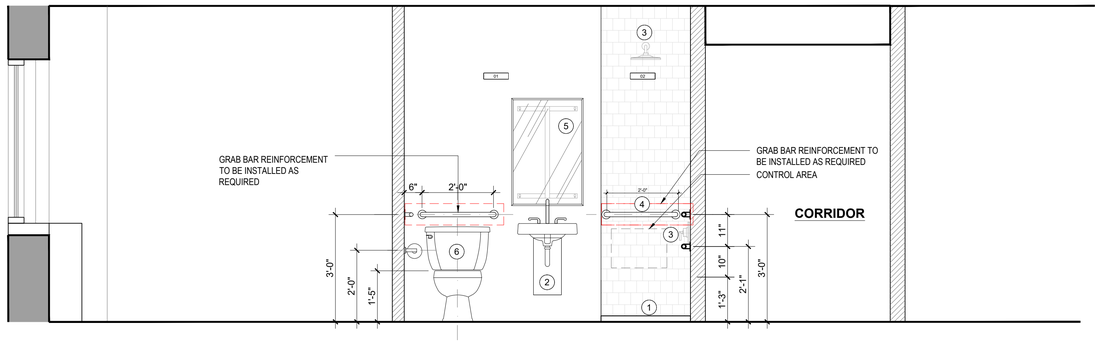
DRAWING TITLE:

INTERIOR ELEVATION

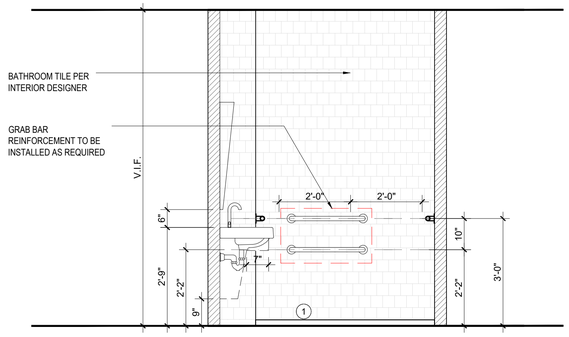
PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

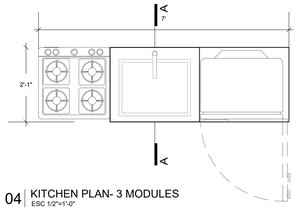
A-700.00



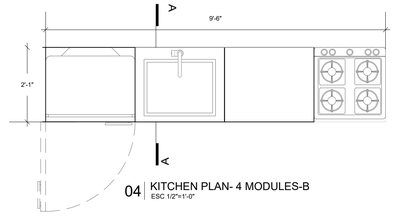
1 ADA BATHROOM
SCALE: 1/2" = 1'-0"



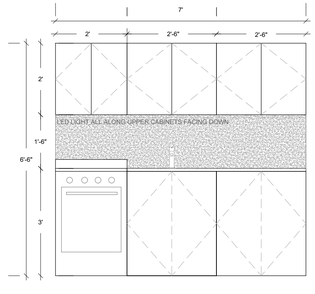
1. SHOWER PAN- ADENA
   DESCRIPTION: White Acrylic Shower Base with Reversible Drain
   MEASUREMENTS: 60 X 36
   MATERIALS: Fiberglass reinforced acrylic base with stylish side hidden trench drain allowing for rapid evacuation of water
   COLOR/FINISH: White
2. VANITY- Vanity Cabinet TBD 24"
3. SHOWER- MODEL T14259-BL-PP
   DESCRIPTION: Monitor 14 Series Shower Trim In Matte Black
4. ADA BAR- Towel bar
   DESCRIPTION: 12" Towel Bar In Matte Black
   MODEL#: 75912-BL
   MEASUREMENTS: 12"
   MATERIALS: Metal
   COLOR/FINISH: Matte Black
5. MIRROR- 18 inch x30 inch- Saint Birch LED Lighted Clear Rectangular Frameless Bathroom Mirror
6. WC- Round Front Toilet In White
   FOUNDATIONS®MODEL#: C41913-WH



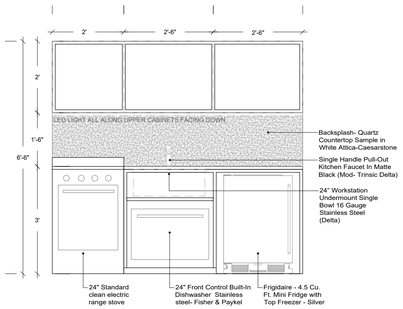
04 KITCHEN PLAN- 3 MODULES
ESC 1/2"=1'-0"

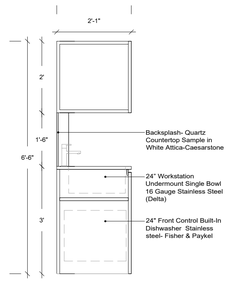


04 KITCHEN PLAN- 4 MODULES-B
ESC 1/2"=1'-0"

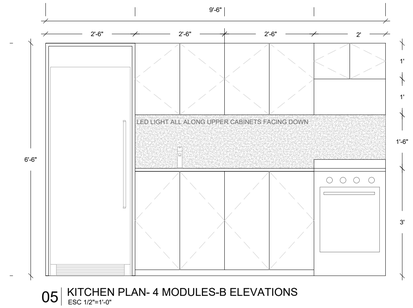


05 KITCHEN PLAN- 3 MODULES ELEVATIONS
ESC 1/2"=1'-0"

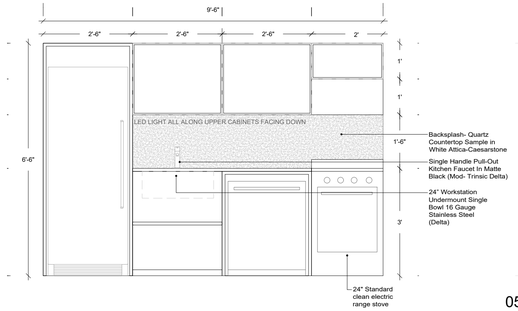


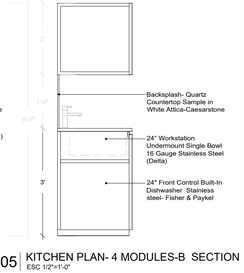


05 KITCHEN PLAN- 3 MODULES SECTION
ESC 1/2"=1'-0"



05 KITCHEN PLAN- 4 MODULES-B ELEVATIONS
ESC 1/2"=1'-0"





05 KITCHEN PLAN- 4 MODULES-B SECTION
ESC 1/2"=1'-0"

KITCHENETTE APPLIANCES SPECIFICATIONS BASED ON APPLIANCES LIST PROVIDED BY TANG ARCHITECTS

2 3 MODULES KITHCEN
SCALE: 1/2" = 1'-0"

3 4 MODULES KITHCEN
SCALE: 1/2" = 1'-0"

PROJECT:

353 W. 57 TH ST
NEW YORK, NY 10019
BLOCK: 1048 LOT: 7502

OWNER:

CSC COLIVING

6 ST. JOHNS LANE NEW YORK, NY 10013
(212) 419-3149

ARCHITECT :

TANG STUDIO ARCHITECT LLC

1452 COLLEGE POINT BLVD.
COLLEGE POINT, NY 11356

MEP ENGINEER:

MG ENGINEERING, P.C.

116 W. 32ND ST. NEW YORK, NY 10001
(212) 643-9055

STRUCTURAL ENGINEER:

INTERIOR DESIGNER:

B-HUBER
SIMON BOLIVAR 239 COLONIA LAFAYETTE
GUADALAJARA. MEXICO

LIGHTING DESIGNER:

LIGHTING WORKSHOP
20 JAY ST. #504
BROOKLYN, NY 11201
(212) 796-6510

DOB NOW JOB NUMBER:

DOB APPROVAL STAMP:

DESIGN INTENT
NOT FOR CONSTRUCTION

04.15.2022 50% CD SUBMISSION

04.04.2022 SD SUBMISSION

SEAL:

DRAWING TITLE:

INTERIOR ELEVATION
BATHROOM & KITCHEN

PROJECT #: 21-49 | DATE: 04.15.2022

SHEET TITLE :

A-710.00

SCHEDULE 4

(LOI for Construction Manager Agreement)

re: Hudson Hotel
Letter of Intent to Award Construction Management Agreement

Dear Sir/Madam:

This letter serves as written confirmation of our intent, on behalf of Hudson 1701/1706, LLC and Hudson 1701, LLC (collectively, "Owner") to award the Construction Management Agreement ("CMA") for [Elysium] as construction manager for the renovation of the Hudson Hotel project located at 353 West 57th Street, New York, NY. It outlines the terms and conditions that would form the basis of the agreement between your firm and Owner. Alberto Smeke and Salomon Smeke are the individuals who control the Owner, and Gardiner & Theobald, Inc. will act as Owner's representative throughout the project.

The overall agreement between you and Owner will be subject to the following terms:

1. You will be engaged for preconstruction services for a fixed fee and fixed duration of $25,000 per month;

2. You and Owner shall undertake our best efforts to finalize the CMA within two weeks of execution of this letter of intent;

3. You will be engaged for construction management services for the full scope of the project, which shall include the apartments and infrastructure work;

4. The CMA shall be based on a fixed fee, fixed insurance rates, and fixed general conditions costs;

5. The CMA shall be awarded on the basis of a draft guaranteed maximum price budget and scheduled, each of which are enclosed behind this letter of intent;

6. It is the intent of the Owner that the architect and the design professionals shall deliver 100% construction documents on or before June 1, 2022. You will make your best efforts to confirm pricing based on these documents within four (4) weeks of receipt;

7. You will undertake, under authority of this letter, immediate on-site works as described in the attached preconstruction agreement, including but not limited to, surveying, probes, and other field investigation efforts;

8. You agree to be covered, to the extent such program does cover you, by the Owner's site-specific insurance policy(ies);

9. Your budget and schedule do and shall take into account logistics and phasing strategies developed with Owner and its consultants to accommodate the existing SRO tenants;

10. You recognize that time is of the essence in this project and agree that should the Certificate of No Harassment be obtained earlier than anticipated – or is

determined to not be necessary – that you shall accelerate your work schedule with no change to the GMP;

11. You acknowledge that your preconstruction services shall include efforts to support the completion of the design and bid services for the façade and amenity scope of work, and shall be invited to submit a proposal to perform such work, but that such work shall not be included in the GMP for the project and that you understand that such work may be performed concurrently with the remainder of the project, in which case no additional general conditions or general requirements shall be charged to Owner for such work;

12. The final agreements shall be substantially the same as described in the following documents:

    a. Construction Management Preconstruction Agreement

    b. CMA

    c. Key Business Terms sheet

Each party shall bear its own costs and expenses incurred under and in connection with this letter and the negotiations contemplated hereunder. Further, this letter constitutes a general, non-binding letter of intent and is not intended to, and does not, create a legal, binding commitment or obligation on the part of the parties or any of their affiliates. It is understood that neither of the parties hereto shall be legally bound to the other by reason of this letter, no shall any rights, liabilities, or obligations arise as a result of this letter other than good faith negotiation in furtherance of binding agreements to follow.

As you are aware, the Owner is seeking to close on its lease and financing on May 4, 2022. Your counter-execution of this letter will help to facilitate that closing and permit Owner and you to move forward on the project.

If you agree with the provisions of this letter and the attached documents, please execute this letter in the space provided below and return the fully-executed letter to our attention before [DATE/TIME]. If we do not received the fully-executed letter by such date, this letter and the provisions hereof shall, at our sole option, expire and be of no force or effect.

We very much look forward to working with you on this project.

Sincerely yours,

HUDSON 1701/1706, LLC and HUDSON 1702, LLC

By: _____
Alberto Smeke
Authorized Signatory

AGREED AND ACCEPTED BY:

Elysium Construction Inc

By:
Name: Alan Kenny
Title: Principal

EXHIBIT D

Form of Environmental Indemnity Agreement

ENVIRONMENTAL INDEMNITY AGREEMENT

THIS ENVIRONMENTAL INDEMNITY AGREEMENT (this "**Agreement**") is made as of the ____ day of April, 2022, by **HUDSON 1702, LLC,** a Delaware limited liability company ("**Tenant 1702**") and **HUDSON 1701/1706, LLC**, a Delaware limited liability company ("**Tenant 1701/1706**"; together with Tenant 1702, individually and collectively as the context may require, on a joint and several basis, "**Tenant**") and **ALBERTO SMEKE SABA**, an individual, residing at 2008 East 3rd Street, Brooklyn, New York 11223 ("**A Saba**") and **SALOMON SMEKE SABA**, an individual, residing at 4 Lady Bess Drive, Deal, New Jersey 07723 ("**S Saba**"; and together with A Saba, individually and collectively as the context may require, on a joint and several basis, "**Guarantor**") (Borrower and Guarantor, collectively, "**Indemnitor**"), in favor of **356W58 GROUND LESSOR LLC**, a Delaware limited liability company (together with its successors and assigns, "**Landlord**"), having an address at c/o MSP Capital Investments, L.L.C., Woodlawn Hall at Old Parkland, 3953 Maple Ave., Suite 350, Dallas, Texas 75219.

RECITALS

A. On the Effective Date, (i) Landlord and Tenant are entering into that certain Ground Lease (as the same may be amended, restated, and/or supplemented from time to time, the "**Ground Lease**"), with respect to the EBC Unit and the Modified Hotel Unit of that certain 353 West 57th Street Condominium (the "**Condominium**"), established pursuant to that certain Amended and Restated Declaration pursuant to Article 9-B of the Real Leased Premises Law of the State of New York, dated February 12, 1999, and recorded on July 16, 1999, in Reel 2913 Page 1753, as amended by that certain Amendment to Amended and Restated Declaration, dated September 30, 1999, and recorded on October 27, 1999, in Reel 2979 Page 2159, as the same may be amended, restated, and/or supplemented by from time to time (the "**Condominium Declaration**"), located at 353-361 West 57th Street, New York, New York (collectively, the "**Ground Leased Premises**") and (ii) Landlord, as sublandlord, and Tenant 1701/1706, as subtenant, are entering into that certain Sublease (as the same may be amended, restated, and/or supplemented from time to time, the "**Sublease**"; and together with the Ground Lease, collectively, the "**Lease**") with respect to the 10th Floor Unit of the Condominium (the "**Subleased Premises**"; and together with the Ground Leased Premises, collectively, the "**Leased Premises**");

B. Indemnitors execution and delivery of this Agreement is a condition precedent to Landlord entering into the Lease. Indemnitor is willing to enter into this Agreement to induce Landlord to enter into the Lease;

C. Landlord is unwilling to enter into the Lease unless Indemnitor agrees to provide the indemnification, representations, warranties, covenants and other matters described in this Agreement for the benefit of the Indemnified Parties; and

D. Capitalized terms used herein but not defined herein shall the meanings ascribed to such terms in the Ground Lease.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

AGREEMENT

1. Environmental Representations and Warranties. Indemnitor represents and warrants that except as otherwise disclosed in writing by Indemnitor as of the date hereof or by the Initial Environmental Report with respect to the Leased Premises delivered to Landlord by Indemnitor in connection with entering into the Lease, a copy of which has been provided to Landlord (a) there are no Hazardous Materials (defined below) or underground storage tanks in, on, or under the Leased Premises, except those that are (i) in compliance with all Environmental Laws (defined below) and with permits issued pursuant thereto (to the extent such permits are required by Environmental Law), (ii) de minimis amounts necessary to operate the Leased Premises for the purposes set forth in the Lease which will not result in an environmental condition in, on or under the Leased Premises and which are otherwise permitted under and used in compliance with Environmental Law and (iii) fully disclosed to Landlord in writing; (b) there are no past, present or threatened Releases (defined below) of Hazardous Materials in, on, under or from the Leased Premises which have not been fully remediated in accordance with Environmental Law; (c) to Indemnitor's knowledge, there is no threat of any Release of Hazardous Materials migrating to the Leased Premises; (d) there is no past or present non-compliance with Environmental Laws, or with permits issued pursuant thereto, in connection with the Leased Premises which has not been fully remediated in accordance with Environmental Law; (e) Indemnitor does not know of, and has not received, any written notice or other communication from any Person (including but not limited to a Governmental Authority) relating to Hazardous Materials or Remediation (defined below) thereof, of possible liability of any Person pursuant to any Environmental Law, other environmental conditions in connection with the Leased Premises, or any actual or potential administrative or judicial proceedings in connection with any of the foregoing; and (f) Indemnitor has truthfully and fully disclosed to Landlord, in writing, any and all information relating to environmental conditions in, on, under or from the Leased Premises that is known to Indemnitor and has provided to Landlord all material information that is contained in files and records of Indemnitor, including but not limited to any reports relating to Hazardous Materials in, on, under or from the Leased Premises and/or to the environmental condition of the Leased Premises.

2. Environmental Covenants. Indemnitor covenants and agrees to comply with all obligations of Tenant set forth in Section 28 of the Ground Lease.

3. Indemnified Rights/Cooperation and Access. After the occurrence of an Event of Default or if the Indemnified Parties have a reasonable basis to believe that an environmental hazard exists on the Leased Premises that, in the reasonable judgment of the Indemnified Parties, endangers any tenant or other occupant of the Leased Premises or their guests or the general public or may materially and adversely affect the value of the Leased Premises, upon reasonable notice to Indemnitor, Indemnitor shall, at Indemnitor's expense, promptly cause an engineer or consultant satisfactory to the Indemnified Parties to conduct any environmental assessment or

audit (the scope of which shall be determined in the sole discretion of the Indemnified Parties) and take any samples of soil, groundwater or other water, air, or building materials or any other invasive testing requested by Landlord and promptly deliver the results of any such assessment, audit, sampling or other testing; provided, however, if such results are not delivered to the Indemnified Parties within a reasonable period the Indemnified Parties and any other Person designated by the Indemnified Parties, including but not limited to any receiver, any representative of a governmental entity, and any environmental consultant, shall have the right, but not the obligation, to enter upon the Leased Premises at all reasonable times to assess any and all aspects of the environmental condition of the Leased Premises and its use, including but not limited to conducting any environmental assessment or audit (the scope of which shall be determined in the sole discretion of the Indemnified Parties) and taking samples of soil, groundwater or other water, air, or building materials, and reasonably conducting other invasive testing. Indemnitor shall cooperate with and provide the Indemnified Parties and any such Person designated by the Indemnified Parties with access to the Leased Premises.

4. **Indemnification**. Indemnitor covenants and agrees, at its sole cost and expense, to protect, defend, indemnify, release and hold Indemnified Parties harmless from and against any and all Losses (defined below) imposed upon or incurred by or asserted against any Indemnified Parties and directly arising out of or in any way relating to any one or more of the following: (a) any presence of any Hazardous Materials in, on, above, or under the Leased Premises; (b) any past, present or threatened Release of Hazardous Materials in, on, above, under or from the Leased Premises; (c) any activity by Indemnitor, any Person affiliated with Indemnitor, and any tenant or other user of the Leased Premises in connection with any actual, proposed or threatened use, treatment, storage, holding, existence, disposition or other Release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under, on or above the Leased Premises; (d) any activity by Indemnitor, any Person affiliated with Indemnitor, and any tenant or other user of the Leased Premises in connection with any actual or proposed Remediation of any Hazardous Materials at any time located in, under, on or above the Leased Premises, whether or not such Remediation is voluntary or pursuant to court or administrative order, including but not limited to any removal, remedial or corrective action required under any Environmental Law; (e) any past, present or threatened (in writing) material non-compliance or violations of any Environmental Laws (or permits issued pursuant to any Environmental Law) in connection with the Leased Premises or operations thereon, including but not limited to any failure by Indemnitor, any Person affiliated with Indemnitor, and any tenant or other user of the Leased Premises to comply with any order of any Governmental Authority in connection with any Environmental Laws; (f) subject to the provisions of Section 2(d) hereof, the imposition, recording or filing or the threatened imposition, recording or filing of any Environmental Lien encumbering the Leased Premises; (g) any administrative processes or proceedings or judicial proceedings in any way connected with any matter addressed in this Agreement; (h) any acts of Indemnitor, any Person affiliated with Indemnitor, and any subtenant or other user of the Leased Premises in arranging for disposal or treatment, or arranging with a transporter for transport for disposal or treatment, of Hazardous Materials at any facility or incineration vessel containing such or similar Hazardous Materials; (i) any acts of Indemnitor, any Person affiliated with any Indemnitor, and any subtenant or other user of the Leased Premises in accepting any Hazardous Materials for transport to disposal or treatment facilities, incineration vessels or sites from which there is a Release, or a threatened

Release of any Hazardous Materials which causes the incurrence of costs for Remediation; (j) any personal injury, wrongful death, or property or other damage relating to Hazardous Materials at the Leased Premises arising under any statutory or common law or tort law theory, including but not limited to damages assessed for private or public nuisance or for the conducting of an abnormally dangerous activity on or near the Leased Premises; (k) any material misrepresentation or inaccuracy in any representation or warranty pertaining to environmental matters or material breach or failure to perform any covenants or other obligations pursuant to this Agreement or the Lease, and (l) any other matters set forth in Section 28(e) of the Ground Lease.

5. Duty to Defend and Attorneys' and Other Fees and Expenses. Upon written request by any Indemnified Party, Indemnitor shall defend same (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties (which approval shall not be unreasonably withheld, conditioned or delayed) in connection with the matters identified in Section 4 above. Notwithstanding the foregoing, with prior notice to Indemnitor, any Indemnified Parties may, in their reasonable discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of Indemnified Parties, their attorneys shall control the resolution of any claim or proceeding, providing that no compromise or settlement shall be entered without Indemnitor's consent, which consent shall not be unreasonably withheld. Upon demand, Indemnitor shall pay or, in the reasonable discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

6. Definitions. Capitalized terms used herein and not specifically defined herein shall have the respective meanings ascribed to such terms in the Lease. As used in this Agreement, the following terms shall have the following meanings:

The term "**Legal Action**" means any claim, suit or proceeding, whether administrative or judicial in nature.

The term "**Losses**" includes any actual losses, damages (excluding any consequential, special and punitive damages, except to the extent that the same constitute consequential, special and punitive damages required to be paid by any Indemnified Party to a third party not affiliated with such Indemnified Party), costs and expenses, fees, claims, suits, judgments, awards, liabilities (including but not limited to strict liabilities), obligations, debts, fines, penalties, charges, costs of Remediation (whether or not performed voluntarily, but subject to Indemnitor's right to contest any required Remediation pursuant to Section 2 hereof), amounts paid in settlement (subject to Indemnitor's rights pursuant to Section 5 hereof), litigation costs, reasonable attorneys' fees, engineers' fees, environmental consultants' fees, and investigation costs (including but not limited to costs for sampling, testing and analysis of soil, water, air, building materials, and other materials and substances whether solid, liquid or gas), or whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards.

The term "**Release**" includes, but is not limited to, any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Materials.

The term "**Remediation**" includes, but is not limited to, any response, remedial, removal, or corrective action required under any Environmental Laws; any activity to clean up, detoxify, decontaminate, contain or otherwise remediate any Hazardous Material required under any Environmental Laws; any actions to prevent, cure or mitigate any Release of any Hazardous Material; any action required to comply with any Environmental Laws or with any permits issued pursuant thereto; any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to any Hazardous Materials required under any Environmental Laws.

7. **Enforcement**. Indemnified Parties may enforce the obligations of Indemnitor without first resorting to or exhausting any remedies under the Lease with respect to any of the Leased Premises, through foreclosure proceedings or otherwise, provided, however, that nothing herein shall inhibit or prevent Landlord from exercising any power of sale under, the Lease, or exercising any other rights and remedies thereunder. It is not necessary for an Event of Default to have occurred for Indemnified Parties to exercise their rights pursuant to this Agreement.

8. **Survival**. The obligations and liabilities of Indemnitor under this Agreement shall survive the expiration of the term of the Ground Lease for a period of two (2) years, provided that Indemnitor delivers to Landlord an environmental site assessment reasonably acceptable to Landlord which (i) indicates that there are no "recognized environmental conditions" (as defined in the then applicable American Society of Testing and Materials standards for Phase I Environmental Site Assessments) in, on or under the Leased Premises and (ii) does not reveal any contamination of the Leased Premises by Hazardous Materials that could reasonably be expected to result in any material obligation with respect to the Leased Premises or to any Indemnified Party under any applicable Environmental Laws. Notwithstanding the provisions of this Agreement to the contrary, the liabilities and obligations of Indemnitor hereunder shall not apply to the extent that Indemnitor can reasonably prove that such liabilities and obligations arose solely from Hazardous Materials that: (a) were not present on or a threat to the Leased Premises prior to the date that Landlord or their nominee acquired title to the Leasehold Estate, and (b) were not the result of any act or negligence of Indemnitor or any of Indemnitor's affiliates, agents or contractors.

9. **Interest**. Any amounts payable to any Indemnified Parties under this Agreement shall become immediately due and payable on demand and, if not paid within thirty (30) days of such demand therefor, shall bear interest at the Default Rate in the Lease.

10. **Jury Trial**. INDEMNITOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING TO THIS AGREEMENT OR THE LEASE OR ANY ACTS OR OMISSIONS OF ANY INDEMNIFIED PARTIES IN CONNECTION THEREWITH.

11. **Subrogation**. Indemnitor shall take any and all reasonable actions, including institution of legal action against third parties, necessary or appropriate to obtain reimbursement, payment or compensation from such Person responsible for the presence of any Hazardous Materials at, in, on, under or near the Leased Premises or otherwise obligated by law to bear the cost. Indemnified Parties shall be and hereby are subrogated to all of Indemnitor's rights now or hereafter in such claims.

12. **Indemnitor's Representations and Warranties**. Indemnitor represents and warrants, as of the date of this Agreement, that:

(a) it has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; the execution, delivery and performance of this Agreement by Indemnitor has been duly and validly authorized; and all requisite action has been taken by Indemnitor to make this Agreement valid and binding upon Indemnitor, enforceable in accordance with its terms;

(b) its execution of, and compliance with, this Agreement is in the ordinary course of business of Indemnitor and will not result in the breach of any term or provision of any governing instrument of Indemnitor or result in the breach of any term or provision of, or conflict with or constitute a default under, or result in the acceleration of any obligation under, any agreement, indenture or loan or credit agreement or other instrument to which Indemnitor or the Leased Premises is subject, or to Indemnitor' s knowledge result in the violation of any law, rule, regulation, order, judgment or decree to which Indemnitor or the Leased Premises is subject;

(c) to Indemnitor's knowledge, there is no action, suit, proceeding or investigation pending or threatened (in writing) against it which, either in any one instance or in the aggregate, may result in any material adverse change in the business, operations, financial condition, properties or assets of Indemnitor, or in any material impairment of the right or ability of Indemnitor to carry on its business substantially as now conducted, or in any material liability on the part of Indemnitor, or which would draw into question the validity of this Agreement or of any action taken or to be taken in connection with the obligations of Indemnitor contemplated herein, or which would be likely to impair materially the ability of Indemnitor to perform under the terms of this Agreement;

(d) it does not believe, nor does it have any reason or cause to believe, that it cannot perform each and every covenant contained in this Agreement;

(e) to the best of Indemnitor's knowledge, no approval, authorization, order, license or consent of, or registration or filing with, any governmental authority or other person, and no approval, authorization or consent of any other party is required in connection with this Agreement; and

(f) this Agreement constitutes a valid, legal and binding obligation of Indemnitor, enforceable against it in accordance with the terms hereof subject to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally and to general

principals of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

13. **No Waiver**. No delay by any Indemnified Party in exercising any right, power or privilege under this Agreement shall operate as a waiver of any such privilege, power or right.

14. **Notice of Legal Actions**. Each party hereto shall, within five (5) Business Days of receipt thereof, give written notice to the other party hereto of (i) any notice, advice or other communication from any Governmental Authority or any source whatsoever with respect to Hazardous Materials on, from or affecting the Leased Premises, and (ii) any legal action brought against such party or related to the Leased Premises, with respect to which Indemnitor may have liability under this Agreement. Such notice shall comply with the provisions of Section 17 hereof.

15. **Intentionally Deleted.**

16. **Taxes**. Indemnitor has filed all federal, state, county, municipal, and city income and other tax returns required to have been filed by it and has paid all taxes and related liabilities which have become due pursuant to such returns or pursuant to any assessments received by it. Indemnitor has no knowledge of any basis for any additional assessment in respect of any such taxes and related liabilities for prior years.

17. **Notices**. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given pursuant to the provisions of this Agreement (collectively "**Notice**" or "**Notices**") must, to be effective for purposes of this Agreement, be in writing, and they will be deemed to have been given for all purposes (i) three (3) Business Days after having been sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address as stated below, (ii) one (1) day after having been sent by Federal Express or other nationally recognized air courier service, to the addresses stated below, or (iii) if such Notice is sent via email (which email shall be addressed to the email addresses set forth below and shall include the notice as a .pdf attachment thereto) (x) as of the date of the email, if such email was sent prior to 4 P.M. EST on a Business Day or (y) on the Business Day immediately succeeding the date of the email, if such email was sent on a day that is not a Business Day or after 4 P.M. EST on a Business Day, provided if a Notice is delivered via email, such Notice shall not be effective unless a hardcopy of such Notice is delivered via the method described in clauses (i) and (ii) above:

If to Indemnitor:

Hudson 1702, LLC
c/o CSC Coliving LLC
6 St. Johns Lane
New York, New York 10013
Attention: Alberto Smeke Saba
Email: AS@csc-coliving.com
Attention: Salomon Smeke Saba
Email: SS@csc-coliving.com

Hudson 1701/1706, LLC
c/o CSC Coliving LLC
6 St. Johns Lane
New York, New York 10013
Attention: Alberto Smeke Saba
Email: AS@csc-coliving.com
Attention: Salomon Smeke Saba
Email: SS@csc-coliving.com

Alberto Smeke Saba
c/o CSC Coliving LLC
6 St. Johns Lane
New York, New York 10013
Email: AS@csc-coliving.com

Salomon Smeke Saba
c/o CSC Coliving LLC
6 St. Johns Lane
New York, New York 10013
Email: SS@csc-coliving.com

With a copy to:

Cole Schotz, P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attention: Jordan Metzger, Esq.
Email: jmetzger@coleschotz.com

If to Landlord:

356W58 GROUND LESSOR LLC
c/o MSP Capital Investments, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Ave., Suite 350
Dallas, Texas 75219
Attn: Luke Pak
Telephone: 214-545-5576
E-mail: pak@mspcm.com

356W58 GROUND LESSOR LLC
c/o MSP Capital Investments, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Ave., Suite 350
Dallas, Texas 75219
Attn: Max Lamont
Telephone: 214-545-5577
E-mail: lamont@mspcm.com

With a copy to:

Duval & Stachenfeld LLC
555 Madison Avenue, 6th Floor
New York, New York 10022
Attention: Danielle Ash, Esq. & File Manager
File No. 4308.0014
Email: Dash@dsllp.com

For the purposes of this Section 17, any party may substitute or supplement its address by giving ten (10) Business Days' notice to the other party in the manner provided above.

18. Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

19. No Oral Change. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Indemnitor or any Indemnified Party, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

20. **Headings, Etc**. The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

21. **Number and Gender/Successors and Assigns**. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the Person referred to may require. Without limiting the effect of specific references in any provision of this Agreement, the term "**Indemnitor**" shall be deemed to refer to each and every Person comprising an Indemnitor from time to time, as the sense of a particular provision may require, and to include the heirs, executors, administrators, legal representatives, successors and assigns of Indemnitor, all of whom shall be bound by the provisions of this Agreement, provided that no obligation of Indemnitor may be assigned except with the written consent of Landlord. Subject to the limitations provided in this Agreement, each reference herein to Landlord shall be deemed to include its respective successors and assigns. This Agreement shall inure to the benefit of Indemnified Parties and their respective successors and assigns.

22. **Release of Liability**. Any one or more parties liable upon or in respect of this Agreement may be released without affecting the liability of any party not so released.

23. **Rights Cumulative**. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies which Landlord has under the Lease or would otherwise have at law or in equity.

24. **Inapplicable Provisions**. If any term, condition or covenant of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

25. **Miscellaneous**.

(a) Wherever pursuant to this Agreement (i) Landlord exercises any right given to it to approve or disapprove, (ii) any arrangement or term is to be satisfactory to Landlord, or (iii) any other decision or determination is to be made by Landlord, the decision of Landlord to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by Landlord, shall be in the sole discretion of Landlord and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

(b) Wherever pursuant to this Agreement it is provided that Indemnitor pay any costs and expenses, such costs and expenses shall include, but not be limited to, reasonable legal fees and disbursements of each Indemnified Party, whether retained firms, the reimbursements for the expenses of the in-house staff or otherwise.

(c) If Indemnitor consists of more than one person or party, the obligations and liabilities of each such person or party hereunder shall be joint and several.

(d) Subject to Section 2(f) of this Agreement, Indemnitor hereby confirms the right of Landlord (or a receiver appointed by Landlord), upon reasonable advance notice to Indemnitor (except in cases of emergency), to enter upon and inspect all or any portion of the

Leased Premises for the purpose of determining the existence, location, nature and magnitude of any past or present release or threatened release of any Hazardous Material into, onto, beneath, or from the property. All reasonable costs and expenses incurred by Landlord pursuant to this provision, including, without limitation, costs of consultants and contractors, costs of repair of any physical injury to the Leased Premises, costs of normal and customary tests and studies, court costs and attorneys' fees, whether incurred in litigation or not and whether before or after judgment, shall be payable by Indemnitor and, to the extent advanced or incurred by any Indemnified Party, shall be reimbursed to such Indemnified Party by Indemnitor upon demand.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by Indemnitor and is effective as of the day and year first above written.

TENANT:

HUDSON 1702, LLC,
a Delaware limited liability company

By_____
Name:
Title:

By_____
Name:
Title:

HUDSON 1701/1706, LLC,
a Delaware limited liability company

By_____
Name:
Title:

By_____
Name:
Title:

GUARANTOR:

_____
Alberto Smeke Saba

_____
Salomon Smeke Saba

EXHIBIT A

LEGAL DESCRIPTION

Lots 1701 and 1702

THE CONDOMINIUM UNITS (hereinafter referred to as the "Units") in the building (hereinafter referred to as the "Building") known as **353 West 57th Street Condominium** and by the street number **353-361 West 57th Street a/k/a 358-366 West 58th Street**, County of New York, State of New York, said Units being designated and described as **Units Nos. 1 and 2** in a Declaration **dated 4/11/1985** made by **Irving Schatz**, pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a Plan for condominium ownership of the Building and the Land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which Declaration was recorded in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 in Reel 902 Page 1** as amended by **First Amendment to Declaration** dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, as amended by **Amended and Restated Declaration** made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2159 (which Declaration and Amendments thereto are hereinafter collectively referred to as the "Declaration"). These Units are also designated as **Tax Lots 1701 and 1702 in Block 1048** of the County of New York on the Tax Map of the Real Property Assessment Department and on the Floor Plans of the Building, certified by **Butler Rogers Baskett Architects**, and filed with the Real Property Assessment Department **as Condominium Plan No. 208** and also filed in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 as Condominium Map No. 4326** and recorded 4/24/1985 as Reel 8500 Page 4326, as amended by **Amended Condominium Plan No. 208-A** filed 5/11/1993 as **Amended Condominium Map No. 5192** and recorded 5/11/1993 as Reel 9300 Page 5192.

TOGETHER with an undivided **44.05105 %** interest (as to Unit 1, Lot 1701) and **46.94011 %** interest (as to Unit 2, Lot 1702) in the Common Elements (as such term is defined in the Declaration).

Land on which the Building and Units are located is situated in the County of New York and State of New York and is more fully described in the Declaration.

EXHIBIT A

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of West 57th Street, distant 20 feet easterly from the corner formed by the intersection of the easterly side of Ninth Avenue with the northerly side of West 57th Street;

RUNNING THENCE easterly along the said northerly side of West 57th Street, 155 feet;

THENCE northerly parallel with Ninth Avenue, 200 feet 10 inches to the southerly side of West 58th Street;

THENCE westerly along the said southerly side of West 58th Street, 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of West 58th Street with the easterly side of Ninth Avenue;

THENCE southerly parallel with Ninth Avenue and part of the distance through a party wall, 100 feet 10 inches;

THENCE westerly parallel, more or less, with West 58th Street, 20 feet;

THENCE southerly and part of the way through a party wall, 100 feet to the northerly side of West 57th Street, the point or place of BEGINNING.

For Information Only: Said premises are known as 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 356 West 58th Street, Units 1 and 2, New York, NY and designated as Block 1048 Lots 1701 and 1702 as shown on the Tax Map of the City of New York, County of New York.

Lot 1706

The premises demised by that certain Lease dated as of 2/11/1999 made by and between Irving Schatz, as landlord and Ian Schrager Hotels LLC, as tenant; as modified by an Amended and Restated Memorandum of Lease made between Ian Schrager Hotels LLC and Irving Schatz dated as of 2/12/1999 and recorded 3/23/1999 in Reel 2841 Page 1872; as assigned by an Assignment and Assumption of Lease made by and between Ian Schrager Hotels LLC (f/k/a West 57th LLC) to Henry Hudson Holdings LLC dated as of 2/12/1999 and recorded 3/23/1999 in Reel 2841 Page 1882; as modified by an Unrecorded Amendment to Lease made by and between Irving Schatz, as landlord, and Henry Hudson Holdings LLC, as tenant, dated as of 8/17/2004, as evidenced by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344630; to wit:

THE CONDOMINIUM UNIT (hereinafter referred to as the "Unit") in the building (hereinafter referred to as the "Building") known as **353 West 57th Street Condominium** and by the street number **353-361 West 57th Street a/k/a 358-366 West 58th Street**, County of New York, State of New York, said Unit being designated and described as **Unit No. 6** in a Declaration **dated 4/11/1985** made by **Irving Schatz**, pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a Plan for condominium ownership of the Building and the Land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which Declaration was recorded in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 in Reel 902 Page 1** as amended by **First Amendment to Declaration** dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, as amended by **Amended and Restated Declaration** made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2159 (which Declaration and Amendments thereto are hereinafter collectively referred to as the "Declaration"). This Unit is also designated as **Tax Lot 1706 in Block 1048** of the County of New York on the Tax Map of the Real Property Assessment Department and on the Floor Plans of the Building, certified by **Butler Rogers Baskett Architects**, and filed with the Real Property Assessment Department **as Condominium Plan No. 208** and also filed in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 as Condominium Map No. 4326** and recorded 4/24/1985 as Reel 8500 Page 4326, as amended by **Amended Condominium Plan No. 208-A** filed 5/11/1993 as **Amended Condominium Map No. 5192** and recorded 5/11/1993 as Reel 9300 Page 5192.

TOGETHER with an undivided **3.89067 %** interest in the Common Elements (as such term is defined in the Declaration).

The Land on which the Building and Unit are located is situated in the County of New York and State of New York and is more fully described in the Declaration

EXHIBIT E

Form of Completion Guaranty

COMPLETION GUARANTY

THIS COMPLETION GUARANTY (this "**Guaranty**') is entered into as of [_____ ___], 2022 by **ALBERTO SMEKE SABA**, an individual, residing at 2008 East 3rd Street, Brooklyn, New York 11223 ("**A Saba**") and **SALOMON SMEKE SABA**, an individual, residing at 4 Lady Bess Drive, Deal, New Jersey 07723 ("**S Saba**"; and together with A Saba, individually and collectively as the context may require, on a joint and several basis, "**Guarantor**"), in favor of **356W58 GROUND LESSOR LLC**, a Delaware limited liability company (together with its successors and assigns, "**Landlord**"), having an address at c/o MSP Capital Investments, L.L.C., Woodlawn Hall at Old Parkland, 3953 Maple Ave., Suite 350, Dallas, Texas 75219.

RECITALS

A. On the Effective Date, (i) Landlord and Hudson 1701/1706, LLC, a Delaware limited liability company ("**Tenant 1701/1706**") and Hudson 1702, LLC, a Delaware limited liability company ("**Tenant 1702**"; and together with Tenant 1701/1706, collectively, on a joint and several basis, "**Tenant**") are entering into that certain Ground Lease (as the same may be amended, restated, and/or supplemented from time to time, the "**Ground Lease**"), with respect to the EBC Unit and the Modified Hotel Unit of that certain 353 West 57th Street Condominium (the "**Condominium**"), established pursuant to that certain Amended and Restated Declaration pursuant to Article 9-B of the Real Leased Premises Law of the State of New York, dated February 12, 1999, and recorded on July 16, 1999, in Reel 2913 Page 1753, as amended by that certain Amendment to Amended and Restated Declaration, dated September 30, 1999, and recorded on October 27, 1999, in Reel 2979 Page 2159, as the same may be amended, restated, and/or supplemented by from time to time (the "**Condominium Declaration**"), located at 353-361 West 57th Street, New York, New York (collectively, the "**Ground Leased Premises**") and (ii) Landlord, as sublandlord, and Tenant 1701/1706, as subtenant, are entering into that certain Sublease (as the same may be amended, restated, and/or supplemented from time to time, the "**Sublease**"; and together with the Ground Lease, collectively, the "**Lease**") with respect to the 10th Floor Unit of the Condominium (the "**Subleased Premises**"; and together with the Ground Leased Premises, collectively, the "**Leased Premises**");

B. Guarantor's execution and delivery of this Guaranty is a condition precedent to Landlord entering into the Lease. Guarantor is willing to enter into this Guaranty to induce Landlord to enter into the Lease; and

C. Capitalized terms used herein but not defined herein shall the meanings ascribed to such terms in the Ground Lease.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Completion Guaranty and Agreement. Guarantor unconditionally guarantees the full performance by Tenant of, and agrees to perform all of Tenant's obligations under the Lease which pertain to construction of the Project, including, without limitation, to Substantially Complete the Project by the Required Substantial Completion Date, subject to delays caused by events of Force Majeure up to the Force Majeure Cap. Guarantor unconditionally guaranties the lien free Completion of the Project (including, if Landlord delivers a Fallback Business Plan Notice and Tenant is required to commence the Fallback Project in accordance with the Lease, the Completion of the Fallback Project) in accordance with the requirements of the Lease and the terms herein. Further, Guarantor hereby guarantees the payment by Tenant of any funds necessary to Complete the Project in accordance with the Lease, including, without limitation, any costs of the Project in excess of those set forth in the Project Budget. Guarantor shall assume responsibility for and shall fully perform all of such obligations promptly on receiving written notice from Landlord that Tenant has failed to perform any of such obligations in accordance with the Lease.

2. Lien Free Completion. Completion of the Project free and clear of liens shall be deemed to have occurred upon either (a) Landlord's receipt of all the required items set forth in the Work Letter required to satisfy Completion of the Project or (b) Landlord's receipt of such other evidence of lien-free Completion of the Project as Landlord deems satisfactory in its sole discretion.

3. Obligations of Guarantor Upon Default of Tenant. If construction of the Project is not commenced and completed in the manner and within the time required by the Lease, or if, prior to the expiration of the time limits for said Completion set forth in the Lease, construction of the Project should cease or be halted prior to Completion, and such cessation or halt constitutes an Event of Default (as defined in the Lease), Guarantor shall, promptly upon demand of Landlord: (a) diligently proceed to Complete the Project at Guarantor's sole cost and expense; (b) fully pay and discharge all claims for labor performed and material and services furnished in connection with the Project; and (c) release and discharge all claims of stop notices, mechanic's liens, materialman's liens and equitable liens that may arise in connection with the Project.

4. Remedies. If Guarantor fails to promptly perform its obligations under this Guaranty, Landlord shall have the following remedies:

4.1 At Landlord's option, and without any obligation to do so, to proceed to perform on behalf of Guarantor any or all of Guarantor's obligations hereunder and Guarantor shall, upon demand and whether or not construction is actually completed by Landlord, pay to Landlord all sums expended by Landlord in performing Guarantor's obligations hereunder together with interest thereon at the Default Rate; and

4.2 From time to time and without first requiring performance by Tenant or exhausting any or all remedies under the Lease, to bring any action at law or in equity or both to compel Guarantor to perform its obligations hereunder, and to collect in any such action compensation for all Losses sustained or incurred by Landlord as a consequence of the failure of Guarantor to perform its obligations together with interest thereon at the Default Rate.

4.3 **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN ADDITION TO ALL OF LANDLORD'S OTHER RIGHTS**

HEREUNDER AND UNDER THE LEASE, WHETHER OR NOT LANDLORD SHALL ELECT TO COMPLETE THE PROJECT IN ACCORDANCE WITH SECTION 4.1 ABOVE, LANDLORD SHALL HAVE THE OPTION, IN ITS SOLE DISCRETION, TO REQUIRE THAT GUARANTOR PAY (AS THE GUARANTOR'S SOLE AND EXCLUSIVE LIABILITY HEREUNDER IN SUCH EVENT) TO LANDLORD AS LIQUIDATED DAMAGES AN AMOUNT EQUAL TO THE EXCESS, IF ANY, OF (I) ALL OF THE HARD COSTS AND SOFT COSTS WHICH WOULD HAVE BEEN INCURRED IN CONNECTION WITH THE COMPLETION OF THE PROJECT (EVEN IF LANDLORD DOES NOT INTEND TO SO COMPLETE THE CONSTRUCTION WORK) FREE OF LIENS AND IN ACCORDANCE WITH THE PROJECT PLANS AND SPECIFICATIONS, AND THE OTHER PROJECT DOCUMENTS, INCLUDING, WITHOUT LIMITATION, THOSE HARD COSTS AND SOFT COSTS OCCASIONED BY, OR ARISING AS A RESULT OF, ANY EVENT OF DEFAULT UNDER THE LEASE (IRRESPECTIVE OF THE ABSENCE OF ANY AMOUNT IN THE BUDGET FOR A PARTICULAR ITEM OF SUCH HARD COST OR SOFT COST). FOR PURPOSES OF THIS SECTION 4.3, THE AFORESAID HARD COSTS AND SOFT COSTS SHALL INITIALLY BE EQUAL TO THE AMOUNT OF SUCH HARD COSTS AND SOFT COSTS AS ESTIMATED, IN GOOD FAITH, BY LANDLORD, TOGETHER WITH REASONABLE DOCUMENTATION TO SUPPORT SUCH ESTIMATE (AND SUCH OTHER DOCUMENTATION REASONABLY REQUESTED BY GUARANTOR TO FURTHER SUPPORT SUCH ESTIMATE); PROVIDED HOWEVER THAT, IN THE EVENT GUARANTOR DISPUTES SUCH AMOUNTS, GUARANTOR SHALL DELIVER NOTICE THEREOF WITHIN TEN (10) BUSINESS DAYS AND SHALL WITHIN FIFTEEN (15) BUSINESS DAYS THEREAFTER, SUBMIT TO LANDLORD A GOOD FAITH ESTIMATE OF SUCH AMOUNTS PREPARED BY A CONSULTANT APPOINTED BY GUARANTOR TO BE REVIEWED BY LANDLORD, TOGETHER WITH REASONABLE DOCUMENTATION TO SUPPORT SUCH ESTIMATE. IN THE EVENT THAT LANDLORD AND THE CONSULTANT APPOINTED BY GUARANTOR ARE UNABLE TO AGREE AS TO SUCH AMOUNTS, THEY SHALL JOINTLY SELECT A MUTUALLY ACCEPTABLE NEUTRAL EXPERT (HAVING AT LEAST TEN (10) YEARS OF MULTIFAMILY AND COMMERCIAL CONSTRUCTION EXPERIENCE IN NEW YORK, NEW YORK) TO MAKE A FINAL DETERMINATION. THE NEUTRAL EXPERT SHALL REVIEW EACH APPLICABLE ESTIMATE AND THE SUPPORTING DOCUMENTATION AND SHALL SELECT ONE OF THE TWO ESTIMATES AS THE FINAL AMOUNT. ANY SUCH AMOUNT DETERMINED PURSUANT TO THE AFORESAID SHALL BE CONCLUSIVE FOR PURPOSES OF DETERMINING THE GUARANTOR'S LIABILITY HEREUNDER AND GUARANTOR SHALL PAY THE COSTS OF SUCH NEUTRAL EXPERT. GUARANTOR'S OBLIGATIONS TO MAKE SUCH PAYMENT SHALL BE DUE NO LATER THAN TEN (10) DAYS FOLLOWING THE GIVING OF A WRITTEN DEMAND THEREFOR FROM LANDLORD, THE AGREEMENT OF THE APPLICABLE CONSULTANTS OR THE DECISION OF THE NEUTRAL EXPERT. IT IS AGREED THAT IF LANDLORD SO ELECT TO RECEIVE SUCH PAYMENT, ANY SUCH PAYMENT SHALL BE RETAINED BY LANDLORD AS LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ACTUAL DAMAGES OF LANDLORD IN SUCH EVENT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. AFTER NEGOTIATION, THE

PARTIES HAVE AGREED THAT, CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS GUARANTY, THE LIQUIDATED DAMAGES AMOUNT AS DETERMINED IN ACCORDANCE WITH THE FOREGOING IS A REASONABLE ESTIMATE OF THE DAMAGES THAT LANDLORD WOULD INCUR IN THE EVENT THAT TENANT HAS NOT TIMELY AND FULLY COMPLETED THE PROJECT IN ACCORDANCE WITH THE LEASE. THE PAYMENT OF THE LIQUIDATED DAMAGES AMOUNT TO LANDLORD UNDER THE CIRCUMSTANCES PROVIDED FOR HEREIN IS NOT INTENDED AS A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO LANDLORD. FOR THE AVOIDANCE OF DOUBT, UPON GUARANTOR'S PAYMENT OF SUCH LIQUIDATED DAMAGES AMOUNT, THIS GUARANTY SHALL TERMINATE AND GUARANTOR SHALL HAVE NO FURTHER LIABILITY HEREUNDER.

5. Rights of Landlord. Guarantor authorizes Landlord, without giving notice to Guarantor or obtaining Guarantor's consent and without affecting the liability of Guarantor, from time to time to: (a) approve modifications to the Project Plans and Specifications so long as such modifications are not Non-Qualifying Material Modifications (hereinafter defined); (b) [intentionally omitted]; (c) otherwise modify the Lease, including, without limitation, advancing additional funds in its discretion for purposes related to the purposes specified in the Lease; or (d) assign this Guaranty in whole or in part. For purposes of this Guaranty, the term "**Non-Qualifying Material Modifications**" shall mean any discretionary material modifications made by Landlord (or any contractor or agent of Landlord) to the Project Plans and Specifications, the Construction Manager Agreement, any construction contract pertaining to the Project, or the Project Budget; provided, however, any changes that are (A) required by Legal Requirements, (B) necessary to correct errors or defects in the Project Plans and Specifications, (C) necessary for the issuance by any Governmental Authority of any required Permits, (D) as a result of field or emergency conditions, or (E) due to events or occurrences outside of the control of Landlord (or any contractor or agent of Landlord) shall not be Non-Qualifying Material Modifications.

6. Waiver of Estoppel Defense. Guarantor hereby waives the right to require Landlord to (a) proceed against Tenant or any other guarantor or pledgor, (b) proceed against or exhaust any security Landlord may hold, or (c) pursue any other right or remedy for Guarantor's benefit. Guarantor agrees that Landlord may proceed against Guarantor for the obligations guaranteed herein without taking any action against Tenant or any other, guarantor or pledgor, and without proceeding against or exhausting any security Landlord hold. Guarantor agrees that Landlord may unqualifiedly exercise, in Landlord' absolute discretion, any and all rights and remedies available to it against Tenant or any other, guarantor or pledgor without impairing Landlord's rights and remedies in enforcing this Guaranty, under which Guarantor's liabilities shall remain independent and unconditional. Guarantor agrees that Landlord's exercise of certain of such rights or remedies may affect or eliminate Guarantor's right of subrogation or recovery against Tenant and that Guarantor may incur a partially or totally nonreimbursable liability under this Guaranty.

7. Additional Waivers.

7.1 Guarantor agrees that its liability under, and the enforceability of, this Guaranty are absolute and are not contingent upon the genuineness, validity or enforceability of

the Lease or the availability of any defense to Tenant, any other guarantor of the Lease, any pledgor of collateral for any Person's obligations to Landlord or any other Person related to the Lease.

7.2 Guarantor acknowledges and agrees that Guarantor's liability may be larger in amount and more burdensome than that of Tenant. Guarantor's liability under this Guaranty shall not be limited or affected in any way by any impairment or any diminution or loss of value of the Leased Premises, from whatever cause.

7.3 Guarantor waives diligence and all demands, protests, presentments and notices of every kind or nature, including notices of protest, dishonor, nonpayment, acceptance of this Guaranty and creation, renewal, extension, modification or accrual of any of the obligations under the Lease. Guarantor also waives the right to plead all statutes of limitation as a defense to Guarantor's liability under, or the enforceability of, this Guaranty.

7.4 Guarantor waives the right to plead any and all statutes of limitations as a defense to Guarantor's liability hereunder or the enforcement of this Guaranty. No failure or delay on Landlord's part in exercising any power, right or privilege hereunder shall impair any such power, right or privilege or be construed as a waiver of or an acquiescence therein.

8. Guarantor Informed of Tenant's Condition. Guarantor acknowledges that it has had an opportunity to review the Lease, the Leased Premises and Tenant's financial condition and ability to pay Tenant's obligations under the Lease. Guarantor agrees to keep itself fully informed of all aspects of Tenant's financial condition and the performance of Tenant's obligations to Landlord and that Landlord have no duty to disclose to Guarantor any information pertaining to Tenant or the Leased Premises. Guarantor represents and warrants to Landlord that: (a) Guarantor has received a copy of the Lease; (b) Landlord has not made any representations or warranties to Guarantor regarding the credit worthiness of Tenant or the prospects of sources of payment under the Lease other than Tenant; and (c) this Guaranty is executed at the request of Tenant.

9. Subrogation, Reimbursement and Contribution Rights. Guarantor agrees that its rights of subrogation and reimbursement against Tenant, its right of subrogation against the Leased Premises or the pledgor of such collateral or security and its right of contribution from any guarantor of the Lease shall be subordinate to Landlord's rights against Tenant, in such collateral or security, against any such pledgor and against any such guarantor.

10. Guaranty Continues if Payments Are Avoided or Recovered from Landlord. If all or any portion of the obligations guaranteed under this Guaranty are paid or performed, Guarantor's obligations under this Guaranty shall continue and remain in full force and effect if all or any part of such payment or performance is avoided or recovered directly or indirectly from Landlord as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor prior to such avoidance or recovery, and (b) termination of the Lease.

11. Subordination. Until all of the obligations under this Guaranty have been paid in full, Guarantor agrees that all existing and future debts, obligations and liabilities of Tenant to Guarantor (collectively referred to as "**Subordinated Debt**") shall be and hereby are expressly subordinated to the obligations hereunder, and the right of payment of the Subordinated Debt is

expressly deferred to the prior payment in full of the obligations hereunder. For purposes of this Section 11, any obligation hereunder shall not be deemed paid in full until it has been paid in full in U.S. Dollars.

11.1 Until the obligations under this Guaranty have been paid in full, without Landlord' prior written consent:

(a) Guarantor shall not (i) collect or receive any cash or non-cash payments on the Subordinated Debt, (ii) assert rights or declare a default under or enforce payment of the Subordinated Debt by legal proceedings or otherwise, or (iii) assign or transfer all or any part of the Subordinated Debt;

(b) Guarantor shall not permit Tenant to (i) pay to any Guarantor all or any part of the Subordinated Debt, (ii) transfer any Leased Premises to Guarantor in payment of or as security for the payment of all or any part of the Subordinated Debt, (iii) execute or deliver any instrument as evidence of all or any part of the Subordinated Debt, or (iv) establish any sinking fund, reserve, or like set aside of funds or other Leased Premises for the redemption, retirement or repayment of all or any part of the Subordinated Debt; and

(c) Without the prior written consent of Landlord, Guarantor shall not file any petition against Tenant under any chapter or provision of any present or future federal bankruptcy legislation, or amendments to such legislation, or any complaint, petition or other pleading against Tenant calling for its reorganization, liquidation, composition or receivership, or for other similar relief under federal or state law.

11.2 Upon any distribution of assets of Tenant upon any dissolution, winding up, liquidation or reorganization of Tenant, whether in bankruptcy, insolvency, reorganization or receivership proceedings, or upon an assignment for the benefit of creditors or any other marshaling of the assets and liabilities of Tenant, or otherwise:

(a) Landlord shall be entitled to receive payment in full of the obligations under this Guaranty before Guarantor is entitled to receive any payment on account of the Subordinated Debt; and

(b) any payment by, or distribution of assets of, Tenant of any kind or character, whether in cash, property or securities, to which Guarantor would be entitled except for this subordination shall be paid or delivered by the Person making such payment or distribution, whether a trustee in bankruptcy, a receiver or liquidating trustee, or otherwise, directly to Landlord for the benefit of Landlord to be held as additional security for the obligations under this Guaranty in an interest bearing account until all of the obligations under this Guaranty have been paid in full.

11.3 Should Guarantor receive any payment or distribution of any kind in conflict with this Section 11, Guarantor shall hold such funds or property as trustee for Landlord, and shall pay or transfer to Landlord for the benefit of Landlord all such funds or property promptly upon receipt on account of the obligations guaranteed hereunder, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty; provided,

however, nothing herein shall limit Guarantor's right to receive distributions so long as no Event of Default has occurred and is continuing.

11.4 Guarantor authorizes and directs Tenant to take all necessary or appropriate action to effectuate and maintain the subordination provided in this Guaranty.

11.5 No right of Landlord to enforce the subordination in this Guaranty shall at any time or in any way be prejudiced or impaired by any act or failure to act by Tenant, Landlord or any other Person or by any noncompliance by the Tenant, Landlord or any other Person with the terms, provisions and covenants of this Guaranty or of the Lease regardless of any knowledge of such acts, failures to act, or non-compliance that Landlord may have or be otherwise charged with.

11.6 Nothing express or implied in this Section 11 shall give any Person other than Tenant, Landlord and Guarantor any benefit or any legal or equitable right, remedy or claim under this Section 11.

11.7 If Guarantor institutes or participates in any suit, action or proceeding against Tenant in violation of the terms of Guarantor's subordination Tenant may interpose as a defense or dilatory plea this subordination, and Landlord are irrevocably authorized to intervene and to interpose such defense or plea in its name or in Tenant's name.

12. Representations and Warranties. Guarantor represents and warrants to Landlord that:

12.1 Authority of Guarantor. Guarantor has all requisite power and authority to conduct its business, manage its affairs, and to own and lease its properties.

12.2 Execution, Delivery and Performance of Guaranty. Guarantor has all requisite power and authority to execute and deliver this Guaranty, and perform all obligations under this Guaranty. The execution and delivery of this Guaranty, and performance by Guarantor of all obligations under this Guaranty have been duly authorized by all necessary action and do not and will not:

(a) result in or require the creation or imposition of any lien, right of others, or other encumbrance of any nature (other than under this Guaranty and any related security documents) upon the Leased Premises now or in the future owned or leased by Guarantor;

(b) violate any provision of any law, regulation, judgment, decree or award having applicability to Guarantor;

(c) result in a breach of, constitute a default under, or cause or permit the acceleration of any obligation owed under, any indenture, loan agreement, lease, or any other agreement or instrument, to which Guarantor is a party or by which Guarantor or any of its property is bound or affected; or

(d) require any consent or approval not already obtained of any Person having any interest in Guarantor.

12.3 Enforceability. This Guaranty, when executed and delivered, shall constitute the valid and binding obligation of Guarantor, enforceable in accordance with its terms.

12.4 Financial and Other Information.

(a) All Guarantor's financial information furnished to Landlord for the benefit of Landlord in connection with the Lease: (i) is complete and fairly represents Guarantor's financial condition; and (ii) accurately presents the financial condition of Guarantor. All other reports, papers, data and information furnished to Landlord for the benefit of Landlord by and regarding Guarantor in connection with the Lease are accurate and correct in all material respects and complete insofar as completeness is necessary to give Landlord a true and accurate knowledge of their subject matter. Without limiting the generality of the foregoing, there has been no material adverse change in the condition, financial or otherwise, of Guarantor since the date of the financial statements and other reports, papers, data and information furnished to Landlord for the benefit of Landlord.

12.5 Tax Liability. Guarantor has filed all required tax returns (federal, state and local) and has paid all taxes shown on them to be due and all property taxes due, including interest and penalties, if any. The charges, accruals and reserves on the books of Guarantor for taxes or other governmental charges are adequate.

12.6 Compliance with Laws. Guarantor has substantially complied in all material respects with all laws, regulations and requirements applicable to his business and has obtained all authorizations, consents, approvals, orders, licenses, exemptions from, and has accomplished all filings or registrations or qualifications with, any court or governmental department, public body, authority, commission, board, bureau, agency or instrumentality, that may be necessary for the transaction of its business.

12.7 Compliance With Agreements. Guarantor has complied in all material respects with all indentures, credit agreement, leases and all other agreements and instruments to which Guarantor is a party or by which Guarantor or any of its Leased Premises is bound or affected.

12.8 Litigation. To Guarantor's actual knowledge, there are no material actions, suits or proceedings pending or threatened (in writing) against or affecting Guarantor or any Leased Premises of Guarantor before any court or governmental department, public body or authority.

12.9 No Default. No Event of Default with respect to the Lease, or condition, event, act or omission which, with the giving of notice or the passage of time, or both, would be an Event of Default, has occurred and is continuing.

13. Tenant. As used in this Guaranty, "Tenant" shall include any successor to Tenant with respect to the Lease and any estate created by the commencement of a case under the Bankruptcy Code or any other insolvency, bankruptcy, reorganization or liquidation proceeding, or by any trustee under the Bankruptcy Code, liquidator, sequestrator or receiver of Tenant or Tenant's Leased Premises or similar person duly appointed pursuant to any law generally

governing any insolvency, bankruptcy, reorganization, liquidation, receivership or like proceeding.

14. Opportunity to Review. Guarantor acknowledges that it has had the opportunity to review the matters discussed and contemplated by the Lease, including the remedies Landlord may pursue against Tenant in the event of a default under the Lease, the value of the Leased Premise and Tenant's financial condition and ability to perform under the Lease. Guarantor further has had the opportunity to review this Guaranty with its counsel.

15. Changes, Waivers, Revocations and Amendments in Writing. No terms or provisions of this Guaranty may be changed, waived, revoked or amended without Landlord's prior written consent. No delay or failure of Landlord in exercising any right hereunder shall affect such right, nor shall any single or partial exercise of any right preclude any further exercise thereof. Should any provision of this Guaranty be determined by a court of competent jurisdiction to be unenforceable, all of the other provisions shall remain effective.

16. Reasonableness and Effect of Waivers. Guarantor warrants and agrees that each of the waivers set forth in this Guaranty is made with full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of such waivers is determined to be contrary to any Legal Requirements or public policy, such waiver shall be effective only to the maximum extent permitted by Legal Requirements.

17. Cumulative Remedies; No Waiver. The rights, powers and remedies of Landlord under this Guaranty are cumulative and not exclusive of any other right, power or remedy which Landlord would otherwise have. No failure or delay on the part of Landlord in exercising any such right, power or remedy may be, or may be deemed to be, a waiver thereof; nor may any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy under this Guaranty or under the other Lease.

18. No Third Parties Benefited. This Guaranty is made for the purpose of setting forth certain rights and obligations of Guarantor and Landlord, and no other Person shall have any rights under or by reason of this Guaranty.

19. Interpretation. Whenever the context requires, all terms used herein in the singular shall be construed in the plural and vice versa, and each gender shall include each other gender. The term "Tenant" shall mean both the named Tenant and any other person at any time and from time to time assuming or otherwise becoming primarily liable on any or all obligations under this Guaranty. Section headings in this Guaranty are included for convenience of reference only and are not a part of this Guaranty for any other purpose.

20. Effectiveness Independent of Other Guaranty(ies). This Guaranty shall be effective regardless of whether any other individual or entity executes a guaranty of any or all obligations under this Guaranty, and regardless of whether any other guaranty of any or all obligations under this Guaranty is ever released by Landlord or otherwise unenforceable for any reason.

21. Assignment of Guaranty. Landlord may assign this Guaranty with the Lease, without in any way affecting Guarantor's liability hereunder. This Guaranty shall inure to the

benefit of Landlord and its successors and assigns, and shall bind Guarantor and such Guarantor's respective heirs, executors, administrators, successors and assigns.

22. Consent to Jurisdiction; Waiver of Immunities.

22.1 Guarantor irrevocably submits to the jurisdiction of any New York or federal court sitting in New York City in any action or proceeding arising out of or relating to this Guaranty, and Guarantor irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York or federal court. Guarantor irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Guarantor irrevocably appoints _____ (the "**Process Agent**"), with an office at _____, as his agent to receive on behalf of Guarantor service of copies of the summons and complaint and any other process that may be served in any such action or proceeding. Such service may be made by mailing or delivering a copy of such process to Guarantor in care of the Process Agent at the Process Agent's address above, and Guarantor irrevocably authorizes and directs the Process Agent to accept such service on its behalf. As an alternative method of service Guarantor also irrevocably consents to the service of any process in any such action or proceeding by the mailing of copies of such process to Guarantor at its address specified in Section 23.1. Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22.2 Nothing in this Section shall affect the right of Landlord to serve legal process in another manner permitted by law or affect the right of Landlord to bring any action or proceeding against Guarantor or its property in the courts of any other jurisdictions.

22.3 To the extent that Guarantor has or may later acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, Guarantor irrevocably waives such immunity in respect of its obligations under this Guaranty.

23. Financial Reporting.

(a) At all times while this Guaranty remains outstanding, Guarantor shall provide to Landlord, at the times and in the manner specified therein, all financial reporting set forth in Section 10 of the Carry Guaranty.

(b) If, at any time, any financial information provided by Guarantor demonstrates that Guarantor has failed to satisfy the Net Worth and Liquidity Threshold, such failure shall be an immediate Event of Default hereunder.

24. Miscellaneous.

24.1 Notices. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given pursuant to the provisions of this Guaranty (collectively "Notice" or "Notices") must, to be effective for purposes of this Guaranty, be in writing, and they will be deemed to have been given for all

purposes (i) three (3) Business Days after having been sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address as stated below, (ii) one (1) day after having been sent by Federal Express or other nationally recognized air courier service, to the addresses stated below, or (iii) if such Notice is sent via email (which email shall be addressed to the email addresses set forth below and shall include the notice as a .pdf attachment thereto) (x) as of the date of the email, if such email was sent prior to 4 P.M. EST on a Business Day or (y) on the Business Day immediately succeeding the date of the email, if such email was sent on a day that is not a Business Day or after 4 P.M. EST on a Business Day, provided if a Notice is delivered via email, such Notice shall not be effective unless a hardcopy of such Notice is delivered via the method described in clauses (i) and (ii) above:

If to Guarantor:

Alberto Smeke Saba
2008 East 3rd Street
Brooklyn, New York 11223
Email: AS@csc-coliving.com

Salomon Smeke Saba
4 Lady Bess Drive
Deal, New Jersey 07723
Email: SS@csc-coliving.com

With a copy to:

Cole Schotz, P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attention: Jordan Metzger, Esq.
Email: jmetzger@coleschotz.com

If to Landlord:

356W58 GROUND LESSOR LLC
c/o MSP Capital Investments, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Ave., Suite 350
Dallas, Texas 75219
Attn: Luke Pak
Telephone: 214-545-5576
E-mail: pak@mspcm.com

With a copy to:

356W58 GROUND LESSOR LLC

c/o MSP Capital Investments, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Ave., Suite 350
Dallas, Texas 75219
Attn: Max Lamont
Telephone: 214-545-5577
E-mail: lamont@mspcm.com

And with a copy to:

Duval & Stachenfeld LLP
555 Madison Avenue, 6th Floor
New York, NY 10022
Attention: Danielle Ash, Esq. & File Manager
File No. 4308.0014
Email: Dash@dsllp.com

For the purposes of this Section 24, any party may substitute or supplement its address by giving ten (10) Business Days' notice to the other party in the manner provided above.

24.2 Governing Law. All questions with respect to the construction of this Guaranty and the rights and liabilities of the parties to this Guaranty shall be governed by the laws of the State of New York, without regard to conflicts of laws principles.

24.3 Binding on Successors. This Guaranty shall inure to the benefit of, and shall be binding upon, the successors and assigns of each of the parties to this Guaranty. Landlord may assign this Guaranty with one or more of the Lease, without in any way affecting Guarantor's liability under it or them.

24.4 Attorneys' Fees.

(a) Guarantor shall reimburse Landlord for all reasonable out-of-pocket attorneys' fees, costs and expenses, incurred by Landlord in connection with the enforcement of Landlord' rights under this Guaranty and each of the other Lease, including, without limitation, reasonable attorneys' fees, costs and expenses for trial, appellate proceedings, out-of-court negotiations, workouts and settlements or for enforcement of rights under any state of federal statute, including, without limitation, reasonable attorneys' fees, costs and expenses incurred to protect Landlord' security and attorneys' fees, costs and expenses incurred in bankruptcy and insolvency proceedings such as (but not limited to) seeking relief from stay in a bankruptcy proceeding. The term "expenses" means any expenses incurred by Landlord and/or Landlord in connection with any of the out-of-court, or state, federal or bankruptcy proceedings referred to above, including, without limitation, the fees and expenses of any appraisers, consultants and expert witnesses retained or consulted by Landlord in connection with any such proceeding.

(b) Landlord shall also be entitled to its reasonable attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect and enforce the judgment. This

provision is separate and several and shall survive the merger of this Guaranty into any judgment on this Guaranty.

24.5 Counterparts. This Guaranty may be executed in any number of original counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one instrument. The original signature page of any counterpart may be detached from such counterpart and attached to any other counterpart identical to such counterpart (except having additional signature pages executed by other parties to this Guaranty) without impairing the legal effect of any such signature(s).

24.6 Entire Agreement. This Guaranty constitutes the entire agreement and understanding between the parties in respect of the subject matter of this Guaranty and supersedes all prior agreements and understandings with respect to such subject matter, whether oral or written.

24.7 Waivers. Waiver by any Landlord of any term, covenant or condition under this Guaranty or the Lease, or of any default by Guarantor under this Guaranty or the Lease, or any failure by any Landlord to insist upon strict performance by Guarantor of any term, covenant or condition contained in this Guaranty or the Lease, shall be effective or binding on such Landlord only if made in writing by such Landlord; no such wavier shall be implied from any omission by such Landlord to take action with respect to any such term, covenant, condition or default. No express written waiver by any Landlord of any term, covenant, condition or default shall affect any other term, covenant, condition or default or cover any other time period than the application of any such term, covenant or condition to the matter as to which a waiver has been given or the default or time period specified in such express waiver. This Guaranty may be amended only by an instrument in writing signed by the parties to this Guaranty.

24.8 Severability. If any part of this Guaranty is declared invalid for any reason, such shall not affect the validity of the rest of the Guaranty. The other parts of this Guaranty shall remain in effect as if this Guaranty had been executed without the invalid part. The parties declare that they intend and desire that the remaining parts of this Guaranty continue to be effective without any part or parts that have been declared invalid.

24.9 Joint and Several Liability. If more than one person has signed this Guaranty, it shall be the joint and several obligation of all such persons.

25. Waiver of Trial by Jury. EACH OF LANDLORD AND GUARANTOR WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS GUARANTY OR THE LEASE OR THE CONDUCT OF THE RELATIONSHIP BETWEEN LANDLORD AND GUARANTOR. BOTH LANDLORD AND GUARANTOR HAVE OBTAINED THE ADVICE OF THEIR RESPECTIVE LEGAL COUNSEL BEFORE SIGNING THIS GUARANTY AND ACKNOWLEDGE THAT THEY VOLUNTARILY AGREED TO THIS WAIVER OF THEIR RIGHT TO TRIAL BY JURY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND LEGAL CONSEQUENCE.

[*Remainder of page intentionally left blank;*
signatures begin on following page]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

GUARANTOR:

_____

ALBERTO SMEKE SABA

_____

SALOMON SMEKE SABA

EXHIBIT F

Form of Carry Guaranty

CARRY GUARANTY

THIS CARRY GUARANTY (this "**Guaranty**") is entered into as of [_____ ___], 2022 (the "**Effective Date**") by **ALBERTO SMEKE SABA**, an individual, residing at 2008 East 3rd Street, Brooklyn, New York 11223 ("**A Saba**"), and **SALOMON SMEKE SABA**, an individual, residing at 4 Lady Bess Drive, Deal, New Jersey 07723 ("**S Saba**"; and together with A Saba, individually and collectively as the context may require, on a joint and several basis, "**Guarantor**"), in favor of **356W58 GROUND LESSOR LLC**, a Delaware limited liability company (together with its successors and assigns, "**Landlord**"), having an address at c/o MSP Capital Investments, L.L.C., Woodlawn Hall at Old Parkland, 3953 Maple Ave., Suite 350, Dallas, Texas 75219.

RECITALS

A. On the Effective Date, (i) Landlord and Hudson 1701/1706, LLC, a Delaware limited liability company ("**Tenant 1701/1706**") and Hudson 1702, LLC, a Delaware limited liability company ("**Tenant 1702**"; and together with Tenant 1701/1706, collectively, on a joint and several basis, "**Tenant**") are entering into that certain Ground Lease (as the same may be amended, restated, and/or supplemented from time to time, the "**Ground Lease**"), with respect to the EBC Unit and the Modified Hotel Unit of that certain 353 West 57th Street Condominium (the "**Condominium**"), established pursuant to that certain Amended and Restated Declaration pursuant to Article 9-B of the Real Leased Premises Law of the State of New York, dated February 12, 1999, and recorded on July 16, 1999, in Reel 2913 Page 1753, as amended by that certain Amendment to Amended and Restated Declaration, dated September 30, 1999, and recorded on October 27, 1999, in Reel 2979 Page 2159, as the same may be amended, restated, and/or supplemented by from time to time (the "**Condominium Declaration**"), located at 353-361 West 57th Street, New York, New York (collectively, the "**Ground Leased Premises**") and (ii) Landlord, as sublandlord, and Tenant 1701/1706, as subtenant, are entering into that certain Sublease (as the same may be amended, restated, and/or supplemented from time to time, the "**Sublease**"; and together with the Ground Lease, collectively, the "**Lease**") with respect to the 10th Floor Unit of the Condominium (the "**Subleased Premises**"; and together with the Ground Leased Premises, collectively, the "**Leased Premises**");

B. Guarantor's execution and delivery of this Guaranty is a condition precedent to Landlord entering into the Lease. Guarantor is willing to enter into this Guaranty to induce Landlord to enter into the Lease; and

C. Capitalized terms used herein but not defined herein shall the meanings ascribed to such terms in the Ground Lease.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

AGREEMENT

1. Guaranty.

(a) Subject to the provisions of Section 2 below, the Guarantor hereby absolutely, irrevocably and unconditionally guarantees the due and punctual payment and performance of all Base Rent and Additional Rent due from Tenant when and as the same shall become due and payable under the Lease (including, without limitation, all Taxes, insurance premiums for all insurance policies required pursuant to the terms of the Lease, any interest due on unpaid Rent at the Default Rate, any Late Charges and all other operating expenses with respect to the Leased Premises) (collectively, the "**Guaranteed Obligations**") (it being understood that, as of the date of satisfaction of the Guaranty Termination Conditions (as hereinafter defined) (the "**Termination Date**"), Guarantor's liability under this Guaranty shall terminate; provided however, Guarantor shall be liable for any and all of the Guaranteed Obligations pursuant to this Guaranty that became due and payable prior to such Termination Date). Landlord may accept such tender or may decline to accept such tender in its sole and absolute discretion (provided that any such nonacceptance shall not affect the occurrence of the Tender Date). Notwithstanding the foregoing or anything to the contrary set forth in this Guaranty, the Guaranteed Obligations shall not include the Right-Size Payment.

(b) As used herein, the term, "**Guaranty Termination Conditions**" shall be satisfied upon compliance with any of the following conditions: (A) satisfaction of the CONH Requirement with respect to the entire Leased Premises in accordance with the Lease and Tenant's receipt of all Permits necessary to achieve Substantial Completion of the Multifamily Project; (B) following Landlord's delivery to Tenant of a Fallback Business Plan Notice, the earlier to occur of (x) Completion of the Fallback Project or (y) the Leased Premises having achieved a 1.25x Coverage Ratio; or (C) subsequent to the occurrence of an Event of Default, within sixty (60) days of receipt of a notice of Landlord's intention to terminate the Lease, subject to extension by Landlord in its sole discretion, Guarantor has tendered, or caused to be tendered to Landlord all of the items set forth on Exhibit A attached hereto and made a part hereof (the date of such full tender, the "**Tender Date**").

(c) For purposes of this Guaranty, the following terms shall have the following meanings: "**Coverage Ratio**" means, as of any date of determination, the ratio of Net Operating Income for the trailing three (3) months prior to the date of determination, *divided by* all Rent due during such period; and "**Net Operating Income**" means, for the applicable period tested, all gross income derived from Subleases and other operations on the Leased Premises, *less* Taxes, insurance premiums and reasonable operating expenses with respect to the Leased Premises, as reasonably determined by Landlord from financial statements and related reporting received from Tenant.

2. Intentionally Omitted.

3. Changes Do Not Affect Liability. Guarantor agrees that Landlord may without notice to Guarantor and without limiting Guarantor's liability under, or affecting the enforceability of, this Guaranty:

(a) grant extensions of time, renewals or other indulgences and modifications to Tenant or any other party under the Lease;

(b) change, amend or modify the Lease;

(c) discharge or release any party or parties liable under the Lease or any Leased Documents;

(d) accept or make compositions or other arrangements or file or refrain from filing a claim in any bankruptcy proceeding of Tenant, any other Guarantor of the Lease, or any other Person related to the Lease;

(e) credit payments in such manner and order of priority to Base Rent, Additional Rent or other obligations as any Landlord may determine; and

(f) otherwise deal with Tenant, any other Guarantor of the Lease, or any other person related to the Lease as Landlord may determine in its discretion.

4. Waiver of Estoppel Defense. Guarantor hereby waives the right to require Landlord to (a) proceed against Tenant or any other guarantor or pledgor, (b) proceed against or exhaust any other guaranty or indemnity Landlord may in connection with the Lease, or (c) pursue any other right or remedy for Guarantor's benefit. Guarantor agrees that Landlord may proceed against Guarantor for the Guaranteed Obligations guaranteed herein without taking any action against Tenant or any other, guarantor or pledgor, and without proceeding against or exhausting any other guaranty or indemnity Landlord may be entitled in connection with the Lease. Guarantor agrees that Landlord may unqualifiedly exercise, in Landlord' absolute discretion, any and all rights and remedies available to it against Tenant or any other, guarantor or pledgor without impairing Landlord' rights and remedies in enforcing this Guaranty, under which Guarantor's liabilities shall remain independent and unconditional. Guarantor agrees that Landlord's exercise of certain of such rights or remedies may affect or eliminate Guarantor's right of subrogation or recovery against Tenant and that Guarantor may incur a partially or totally nonreimbursable liability under this Guaranty.

5. Additional Waivers.

(a) Guarantor agrees that its liability under, and the enforceability of, this Guaranty are absolute and are not contingent upon the genuineness, validity or enforceability of any of the Lease or the availability of any defense to Tenant, any other guarantor of the Lease, or any other person related to the Lease.

(b) Guarantor acknowledges and agrees that Guarantor's liability may be larger in amount and more burdensome than that of Tenant. Guarantor's liability under this Guaranty shall continue until all sums due under the Lease have been paid in full and shall not be limited or affected in any way by any impairment or any diminution or loss of value of the Leased Premises, from whatever cause.

(c) Guarantor waives diligence and all demands, protests, presentments and notices of every kind or nature, including notices of protest, dishonor, nonpayment, acceptance of

this Guaranty and creation, renewal, extension, modification or accrual of any of the obligations under the Lease.

(d) To the extent permitted by Legal Requirements, Guarantor waives the right to plead any and all statutes of limitations as a defense to Guarantor's liability hereunder or the enforcement of this Guaranty. No failure or delay on Landlord' part in exercising any power, right or privilege hereunder shall impair any such power, right or privilege or be construed as a waiver of or an acquiescence therein. In addition, Guarantor waives any and all rights or defenses arising by reason of the application by Tenant of the proceeds of any advances by Landlord under the Lease for purposes other than the purposes represented by Tenant to Landlord were intended or understood by Landlord.

6. Guarantor Informed of Tenant's Condition. Guarantor acknowledges that it has had an opportunity to review the Lease, the Indemnity Agreement, the value of the security for the Lease and Tenant's financial condition and ability to pay its Guaranteed Obligations under the Lease. Guarantor agrees to keep itself fully informed of all aspects of Tenant's financial condition and the performance of Tenant's obligations to Landlord and that Landlord has no duty to disclose to Guarantor any information pertaining to Tenant or any security for the Lease. Guarantor represents and warrants to Landlord that: (a) Guarantor has received copies of the Lease; (b) Landlord has not made any representations or warranties to Guarantor regarding the credit worthiness of Tenant or the prospects of sources of payment under the Lease, other than Tenant; and (c) this Guaranty is executed at the request of Tenant.

7. Subrogation, Reimbursement and Contribution Rights. Guarantor agrees that its rights of subrogation and reimbursement against Tenant, its right of subrogation against any other security for the Lease or the pledgor of such security and its right of contribution from any guarantor of the Lease shall be subordinate to Landlord' rights against Tenant, in such security, against any such pledgor and against any such guarantor.

8. Guaranty Continues if Payments Are Avoided or Recovered from Landlord. If all or any portion of the obligations guaranteed under this Guaranty are paid or performed, Guarantor's obligations under this Guaranty shall continue and remain in full force and effect if all or any part of such payment or performance is avoided or recovered directly or indirectly from Landlord as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor prior to such avoidance or recovery, and (b) payment in full of the Lease.

9. Subordination. Until all of the Guaranteed Obligations have been paid in full, Guarantor agrees that all existing and future debts, obligations and liabilities of Tenant to Guarantor (collectively referred to as "**Subordinated Debt**") shall be and hereby are expressly subordinated to the Guaranteed Obligations, and the right of payment of the Subordinated Debt is expressly deferred to the prior payment in full of the Guaranteed Obligations. For purposes of this Section 9, any Guaranteed Obligation shall not be deemed paid in full until it has been paid in full in U.S. Dollars.

(a) Until the Guaranteed Obligations have been paid in full, without Landlord's prior written consent:

(i) Guarantor shall not (i) collect or receive any cash or non-cash payments on the Subordinated Debt, (ii) assert rights or declare a default under or enforce payment of the Subordinated Debt by legal proceedings or otherwise, or (iii) assign or transfer all or any part of the Subordinated Debt;

(ii) Guarantor shall not permit Tenant to (i) pay to any Guarantor all or any part of the Subordinated Debt, (ii) transfer any of the Leased Premises to Guarantor in payment of or as security for the payment of all or any part of the Subordinated Debt, (iii) execute or deliver any instrument as evidence of all or any part of the Subordinated Debt, or (iv) establish any sinking fund, reserve, or like set aside of funds or other Leased Premises for the redemption, retirement or repayment of all or any part of the Subordinated Debt; and

(iii) Guarantor shall not file any petition against Tenant under any chapter or provision of any present or future federal bankruptcy legislation, or amendments to such legislation, or any complaint, petition or other pleading against Tenant calling for its reorganization, liquidation, composition or receivership, or for other similar relief under federal or state law.

(b) Upon any distribution of assets of Tenant upon any dissolution, winding up, liquidation or reorganization of Tenant, whether in bankruptcy, insolvency, reorganization or receivership proceedings, or upon an assignment for the benefit of creditors or any other marshaling of the assets and liabilities of Tenant, or otherwise:

(i) Landlord shall be entitled to receive payment in full of the Guaranteed Obligations before Guarantor is entitled to receive any payment on account of the Subordinated Debt; and

(ii) any payment by, or distribution of assets of, Tenant of any kind or character, whether in cash, Leased Premises or securities, to which Guarantor would be entitled except for this subordination shall be paid or delivered by the Person making such payment or distribution, whether a trustee in bankruptcy, a receiver or liquidating trustee, or otherwise, directly to Landlord for the benefit of Landlord to be held as additional security for the Guaranteed Obligations in an interest bearing account until all of the Guaranteed Obligations have been paid in full.

(c) Should Guarantor receive any payment or distribution of any kind in conflict with this Section 9, Guarantor shall hold such funds or Leased Premises as trustee for Landlord, and shall pay or transfer to Landlord for the benefit of Landlord all such funds promptly upon receipt on account of the Guaranteed Obligations, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty; provided, however, nothing herein shall limit Guarantor's right to receive distributions from Tenant so long as no Event of Default has occurred and is continuing.

(d) Guarantor authorizes and directs Tenant to take all necessary or appropriate action to effectuate and maintain the subordination provided in this Guaranty.

(e) No right of Landlord to enforce the subordination in this Guaranty shall at any time or in any way be prejudiced or impaired by any act or failure to act by Tenant, Landlord

or any other Person or by any noncompliance by the Tenant, Landlord or any other Person with the terms, provisions and covenants of this Guaranty or of the Lease regardless of any knowledge of such acts, failures to act, or non-compliance that Landlord may have or be otherwise charged with.

(f) Nothing express or implied in this Section 9 shall give any Person other than Tenant, Landlord and Guarantor any benefit or any legal or equitable right, remedy or claim under this Section 9.

(g) If Guarantor institutes or participates in any suit, action or proceeding against Tenant in violation of the terms of Guarantor's subordination Tenant may interpose as a defense or dilatory plea this subordination, and Landlord are irrevocably authorized to intervene and to interpose such defense or plea in its name or in Tenant's name.

10. Financial Reporting.

(a) Guarantor to deliver to Landlord as soon as available, but in no event later than ninety (90) days after such Guarantor's fiscal year end (if such Guarantor is an entity) or the calendar year (if such Guarantor is an individual), current financial statements in a form reasonably acceptable to Landlord (including, without limitation, an income and expense statement, balance sheet, and statement of cash flow), together with supporting property and mortgage debt schedules and any other financial information reasonably requested by Landlord for such Guarantor.

(b) If requested by Landlord, Guarantor shall deliver true, correct, and complete copies of such Guarantor's federal, state and local tax returns to Landlord, within thirty (30) days after the filing of such tax returns.

(c) Within ten (10) Business Days' after receipt of Landlord's written request therefor, Guarantor shall deliver to Landlord such other supplemental information related to such Guarantor's financial statements as is reasonably requested by Landlord.

11. Representations and Warranties. Guarantor represents and warrants to Landlord that:

(a) Authority of Guarantor. Guarantor has all requisite power and authority to conduct its business, manage its affairs, and to own and lease its properties.

(b) Execution, Delivery and Performance of Guaranty. Guarantor has all requisite power and authority to execute and deliver this Guaranty, and perform all Guaranteed Obligations. The execution and delivery of this Guaranty, and performance by Guarantor of all Guaranteed Obligations have been duly authorized by all necessary action and do not and will not:

(i) result in or require the creation or imposition of any lien, right of others, or other encumbrance of any nature (other than under this Guaranty, the Lease and any related documents) upon any Leased Premises now or in the future owned or leased by Guarantor;

(ii) violate any provision of any law, regulation, judgment, decree or award having applicability to Guarantor;

(iii) result in a breach of, constitute a default under, or cause or permit the acceleration of any obligation owed under, any indenture, loan agreement, lease, or any other agreement or instrument, to which Guarantor is a party or by which Guarantor or any of its Leased Premises is bound or affected; or

(iv) require any consent or approval not already obtained of any Person having any interest in Guarantor.

(c) Enforceability. This Guaranty, when executed and delivered, shall constitute the valid and binding obligation of Guarantor, enforceable in accordance with its terms.

(d) Financial and Other Information. All Guarantor's financial information furnished to Landlord for the benefit of Landlord in connection with the Lease: (a) is complete and fairly represents Guarantor's financial condition in all material respects; and (b) accurately presents the financial condition of Guarantor as of the date of such financial information in all material respects. All other reports, papers, data and information furnished to Landlord for the benefit of Landlord by and regarding Guarantor in connection with the Lease are accurate and correct in all material respects and complete in all material respects insofar as completeness in all material respects is necessary in all material respects to give Landlord a true and accurate knowledge of their subject matter in all material respects. Without limiting the generality of the foregoing, there has been no material adverse change in the condition, financial or otherwise, of Guarantor since the date of the financial statements and other reports, papers, data and information furnished to Landlord for the benefit of Landlord.

(e) Tax Liability. Guarantor has filed or filed extensions for all required tax returns (federal, state and local) and has paid all taxes shown on them to be due and all Leased Premises taxes due, including interest and penalties, if any. The charges, accruals and reserves on the books of Guarantor for taxes or other governmental charges are adequate.

(f) Intentionally Omitted.

(g) Compliance With Agreements. Guarantor has complied in all material respects with all indentures, credit agreement, leases and all other agreements and instruments to which Guarantor is a party or by which Guarantor or any of its Leased Premises is bound or affected.

(h) Litigation. To Guarantor's actual knowledge, there are no actions, suits or proceedings pending or threatened (in writing) against or affecting Guarantor or property of Guarantor before any court or governmental department, public body or authority that would have a material adverse effect on Guarantor's ability to perform its obligations under this Guaranty.

(i) No Default. To Guarantor's actual knowledge, no Event of Default with respect to the Lease, or condition, event, act or omission which, with the giving of notice or the passage of time, or both, would be an Event of Default, has occurred and is continuing.

12. Tenant. As used in this Guaranty, "Tenant" shall include any successor to Tenant with respect to the Lease and any estate created by the commencement of a case under the Bankruptcy Code or any other insolvency, bankruptcy, reorganization or liquidation proceeding,

or by any trustee under the Bankruptcy Code, liquidator, sequestrator or receiver of Tenant or Tenant's property or similar person duly appointed pursuant to any law generally governing any insolvency, bankruptcy, reorganization, liquidation, receivership or like proceeding.

13. Opportunity to Review. Guarantor acknowledges that it has had the opportunity to review the matters discussed and contemplated by the Lease, including the remedies Landlord may pursue against Tenant in the event of a default under the Lease, the value of the security or collateral for the Lease and Tenant's financial condition and ability to perform under the Lease. Guarantor further has had the opportunity to review this Guaranty with its counsel.

14. Changes, Waivers, Revocations and Amendments in Writing. No terms or provisions of this Guaranty may be changed, waived, revoked or amended without Landlord' prior written consent. No delay or failure of Landlord in exercising any right hereunder shall affect such right, nor shall any single or partial exercise of any right preclude any further exercise thereof. Should any provision of this Guaranty be determined by a court of competent jurisdiction to be unenforceable, all of the other provisions shall remain effective.

15. Reasonableness and Effect of Waivers. Guarantor warrants and agrees that each of the waivers set forth in this Guaranty is made with full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of such waivers is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the maximum extent permitted by law.

16. Cumulative Remedies; No Waiver. The rights, powers and remedies of Landlord under this Guaranty are cumulative and not exclusive of any other right, power or remedy which Landlord would otherwise have. No failure or delay on the part of Landlord in exercising any such right, power or remedy may be, or may be deemed to be, a waiver thereof; nor may any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy under this Guaranty or under the other Lease.

17. No Third Parties Benefited. This Guaranty is made for the purpose of setting forth certain rights and obligations of Guarantor and Landlord, and no other person shall have any rights under or by reason of this Guaranty.

18. Interpretation. Whenever the context requires, all terms used herein in the singular shall be construed in the plural and vice versa, and each gender shall include each other gender. The term "Tenant" shall mean both the named Tenant and any other person at any time and from time to time assuming or otherwise becoming primarily liable on any or all Guaranteed Obligations prior to any foreclosure sale. Section headings in this Guaranty are included for convenience of reference only and are not a part of this Guaranty for any other purpose.

19. Effectiveness Independent of Other Guaranty(ies). This Guaranty shall be effective regardless of whether any other individual or entity executes a guaranty of any or all Guaranteed Obligations, and regardless of whether any other guaranty of any or all Guaranteed Obligations is ever released by Landlord or otherwise unenforceable for any reason.

20. Assignment of Guaranty. Landlord may assign this Guaranty with the Lease, without in any way affecting Guarantor's liability under this Guaranty or the Lease. This Guaranty

shall inure to the benefit of Landlord and its successors and assigns, and shall bind Guarantor and such Guarantor's respective heirs, executors, administrators, successors and assigns.

21. Consent to Jurisdiction; Waiver of Immunities.

(a) Guarantor irrevocably submits to the jurisdiction of any New York or federal court sitting in New York City in any action or proceeding arising out of or relating to this Guaranty, and Guarantor irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York or federal court. Guarantor irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Guarantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Legal Requirements.

(b) Nothing in this Section shall affect the right of Landlord to serve legal process in another manner permitted by law or affect the right of Landlord to bring any action or proceeding against Guarantor or its Leased Premises in the courts of any other jurisdictions.

(c) To the extent that Guarantor has or may later acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its Leased Premises, Guarantor irrevocably waives such immunity in respect of its obligations under this Guaranty.

22. Miscellaneous.

(a) Notices. All notices, demands, requests, consents, approvals, offers, statements and other instruments or communications required or permitted to be given pursuant to the provisions of this Guaranty (collectively "Notice" or "Notices") must, to be effective for purposes of this Guaranty, be in writing, and they will be deemed to have been given for all purposes (i) three (3) Business Days after having been sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address as stated below, (ii) one (1) day after having been sent by Federal Express or other nationally recognized air courier service, to the addresses stated below, or (iii) if such Notice is sent via email (which email shall be addressed to the email addresses set forth below and shall include the notice as a .pdf attachment thereto) (x) as of the date of the email, if such email was sent prior to 4 P.M. EST on a Business Day or (y) on the Business Day immediately succeeding the date of the email, if such email was sent on a day that is not a Business Day or after 4 P.M. EST on a Business Day, provided if a Notice is delivered via email, such Notice shall not be effective unless a hardcopy of such Notice is delivered via the method described in clauses (i) and (ii) above:

If to Guarantor:

Alberto Smeke Saba
2008 East 3rd Street
Brooklyn, New York 11223
Email: AS@csc-coliving.com

Salomon Smeke Saba
4 Lady Bess Drive
Deal, New Jersey 07723
Email: SS@csc-coliving.com

With a copy to:

Cole Schotz, P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attention: Jordan Metzger, Esq.
Email: jmetzger@coleschotz.com

If to Landlord:

356W58 GROUND LESSOR LLC
c/o MSP Capital Investments, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Ave., Suite 350
Dallas, Texas 75219
Attn: Luke Pak
Telephone: 214-545-5576
E-mail: pak@mspcm.com

With a copy to:

356W58 GROUND LESSOR LLC
c/o MSP Capital Investments, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Ave., Suite 350
Dallas, Texas 75219
Attn: Max Lamont
Telephone: 214-545-5577
E-mail: lamont@mspcm.com

And with a copy to:

Duval & Stachenfeld LLP
555 Madison Avenue, 6th Floor
New York, NY 10022
Attention: Danielle Ash, Esq. & File Manager
File No. 4308.0014
Email: Dash@dsllp.com

For the purposes of this Section 22(a), any party may substitute or supplement its address by giving ten (10) Business Days' notice to the other party in the manner provided above.

(b) Governing Law. All questions with respect to the construction of this Guaranty and the rights and liabilities of the parties to this Guaranty shall be governed by the laws of the State of New York, without regard to conflicts of law principles.

(c) Binding on Successors. This Guaranty shall inure to the benefit of, and shall be binding upon, the successors and assigns of each of the parties to this Guaranty.

(d) Attorneys' Fees.

(i) Guarantor shall reimburse Landlord for all reasonable out-of-pocket attorneys' fees, costs and expenses, incurred by Landlord in connection with the enforcement of Landlord' rights under this Guaranty and the Lease, including, without limitation, reasonable attorneys' fees, costs and expenses for trial, appellate proceedings, out-of-court negotiations, workouts and settlements or for enforcement of rights under any state of federal statute, including, without limitation, reasonable attorneys' fees, costs and expenses incurred to protect Landlord's security and attorneys' fees, costs and expenses incurred in bankruptcy and insolvency proceedings such as (but not limited to) seeking relief from stay in a bankruptcy proceeding. The term "expenses" means any expenses incurred by Landlord in connection with any of the out-of-court, or state, federal or bankruptcy proceedings referred to above, including, without limitation, the fees and expenses of any appraisers, consultants and expert witnesses retained or consulted by Landlord in connection with any such proceeding.

(ii) Landlord shall also be entitled to its reasonable attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect and enforce the judgment. This provision is separate and several and shall survive the merger of this Guaranty into any judgment on this Guaranty.

(e) Counterparts. This Guaranty may be executed in any number of original counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one instrument. The original signature page of any counterpart may be detached from such counterpart and attached to any other counterpart identical to such counterpart (except having additional signature pages executed by other parties to this Guaranty) without impairing the legal effect of any such signature(s).

(f) Entire Agreement. This Guaranty constitutes the entire agreement and understanding between the parties in respect of the subject matter of this Guaranty and supersedes all prior agreements and understandings with respect to such subject matter, whether oral or written.

(g) Waivers. Waiver by any Landlord of any term, covenant or condition under this Guaranty or the Lease, or of any default by Guarantor under this Guaranty or the Lease, or any failure by any Landlord to insist upon strict performance by Guarantor of any term, covenant or condition contained in this Guaranty or the Lease, shall be effective or binding on such Landlord only if made in writing by such Landlord; no such wavier shall be implied from any omission by such Landlord to take action with respect to any such term, covenant, condition or default. No express written waiver by any Landlord of any term, covenant, condition or default shall affect any other term, covenant, condition or default or cover any other time period than the application

of any such term, covenant or condition to the matter as to which a waiver has been given or the default or time period specified in such express waiver. This Guaranty may be amended only by an instrument in writing signed by the parties to this Guaranty.

(h) Severability. If any part of this Guaranty is declared invalid for any reason, such shall not affect the validity of the rest of the Guaranty. The other parts of this Guaranty shall remain in effect as if this Guaranty had been executed without the invalid part. The parties declare that they intend and desire that the remaining parts of this Guaranty continue to be effective without any part or parts that have been declared invalid.

(i) Joint and Several Liability. If more than one person has signed this Guaranty, it shall be the joint and several obligation of all such persons.

23. Waiver of Trial by Jury. EACH OF LANDLORD AND GUARANTOR WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS GUARANTY OR THE OTHER LEASE OR THE CONDUCT OF THE RELATIONSHIP BETWEEN LANDLORD AND GUARANTOR. BOTH LANDLORD AND GUARANTOR HAVE OBTAINED THE ADVICE OF THEIR RESPECTIVE LEGAL COUNSEL BEFORE SIGNING THIS GUARANTY AND ACKNOWLEDGE THAT THEY VOLUNTARILY AGREED TO THIS WAIVER OF THEIR RIGHT TO TRIAL BY JURY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND LEGAL CONSEQUENCE.

[*Remainder of page intentionally left blank;*
signatures begin on following page]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

GUARANTOR:

_____

ALBERTO SMEKE SABA

_____

SALOMON SMEKE SABA

EXHIBIT A
Tender Requirements

(i) Payment of all sums then due and payable under this Guaranty, together with an amount equal to the sum of all Guaranteed Obligations reasonably projected by Landlord to be incurred by Tenant during the period from the Tender Date through and including the date that is six (6) months following the Tender Date.

(ii) An assignment of the Lease conveying to Landlord or its nominee, such entity to be designated (the date of such designation, the "**Notice Date**") by Landlord promptly upon request therefor by Guarantor, the Leasehold Estate created pursuant to the Lease (the "**Leased Premises**"), subject to no liens or encumbrances other than Permitted Encumbrances or which are otherwise specifically approved of by Landlord in writing from time to time during the term of the Lease.

(iii) All transfer taxes and other sums of any nature whatsoever which are required to be paid in connection with any such transfer of the Leased Premises to Landlord (Landlord agreeing to execute promptly any required transfer tax returns).

(iv) [intentionally omitted].

(v) Phase I environmental report dated not more than thirty (30) days prior to the date of the Tender, issued by a qualified environmental consultant and otherwise in conformity with any applicable regulatory requirements binding upon Landlord and relating to environmental reports and their acceptance by Landlord and indicating that the Leased Premises is in compliance or deemed compliance with all Environmental Laws relating to Hazardous Substances; provided, however, that if such Phase I report discloses potential contamination, Landlord shall have the right, at Tenant's expense, to secure a Phase II assessment within ninety (90) days after receipt of the Phase I report (the "**Phase II Assessment Period**") and to perform, at Tenant's expense, tests incidental thereto, which Phase II report shall establish an estimated cost of remediation and Tenant shall complete the following requirements (collectively, the "**Phase II Requirements**"): (A) deposit with Landlord an amount equal to 110% of the estimated remediation costs, and (B) if then available in the insurance market, (1) secure and procure, for the benefit of Landlord, an environmental insurance policy in form and substance and from an insurer reasonably acceptable to Landlord, which policy shall insure against all remediation costs in excess of such estimated remediation costs, and (2) if such environmental remediation policy shall provide for a deductible in excess of the estimated remediation costs, then Tenant shall deposit with Landlord the amount of such excess in addition to the deposit of the estimated remediation costs; and upon commencement and through the expiration of the Phase II Assessment Period, Guarantor's liability for interest on the Lease (provided no Event of Default is occurring) shall be limited to the then current non-default rate of interest provided for in the Lease Agreement; if upon expiration of the Phase II Assessment Period, the Phase II Requirements have not been completed, from and after such date

Guarantor shall be liable for interest on any unpaid Rent under Lease at the Default Rate.

(vi) [intentionally omitted]

(vii) A certification from Tenant (which is subject to verification by Landlord to its accuracy) that Tenant or any party affiliated with Tenant has not entered into any management or leasing agreements or service contracts for the Leased Premises which must be assumed by Landlord and which cannot be cancelled on not more than sixty (60) days' notice without material penalty, unless in the case of a service contract the same is at market and is with a person, party or entity not affiliated with Tenant, in which event the same shall be cancelable on not more than twelve (12) months' notice without material penalty.

(viii) A certification from Tenant (which is subject to verification by Landlord as to its accuracy) that there exist no expenses, whether for capital items or operating expenses, relating to the Leased Premises, which are unpaid and in respect of which Landlord is obliged to assume liability, except for expenses (a) which are due and payable for less than thirty (30) days and for which there is money available from the Leased Premises sufficient to pay the same, or (b) which Tenant is contesting (which may be due and payable for more than thirty (30) days) in good faith and for which there is money available from the Leased Premises sufficient to pay the same.

(ix) Tenant's execution of notices to subtenants of the Leased Premises of the transfer in a form to be provided by Landlord no later than the Notice Date.

(x) All subtenant deposits, interest thereon and prepaid rents, and Tenant's agreement and the agreement of Guarantor to hold Landlord harmless against any claims of any subtenant in respect of such deposits, interest thereon and prepaid rents which were not properly held or applied by Tenant. It is understood that Landlord will timely execute an assumption of and hold Tenant and Guarantor harmless from and against any claims of subtenants in respect of any such subtenant deposits, interest and prepaid rents which are turned over by Tenant to Landlord and which are subsequent thereto not properly held or applied by Landlord.

(xi) All personal property of Tenant located upon and used in connection with the operation of the Leased Premises (together with a bill of sale therefor), an assignment of all Subleases, construction contracts, architect's agreements, insurance policies, building permits, any purchase contract relating to the Penthouse Unit (if any) and all correspondence relating thereto, development rights and agreements, other permits and warranties, together with all original leases, lease correspondence, keys, combination to locks, plans and specification, certificates of occupancy, and all occupancy, construction and operation files related to the Leased Premises (together with a general instrument of transfer transferring the same) all to the extent any of the above exist and are in the possession or control of the Tenant, Guarantor or their agents.

(xii) Tenant's share (as pro-rated through the date of transfer) of all real estate taxes, sewer and water rents (based upon estimated readings) and other assessments for the term of Tenant's ownership.

(xiii) Certificate by Tenant of non-foreign status.

(xiv) Any net cash flow generated by the Leased Premises from and after the Default which causes a demand for payment under this Guaranty and any reserves held by Tenant as of the Tender Date.

(xv) Written confirmation from Tenant that in the event Landlord subsequently elects to exercise remedies under the Lease and take possession of the Leased Premises through an eviction proceeding, Tenant shall not file an answer in any such action, or contest, attempt to stay or raise any defense in such action.

(xvi) Such other documents and instruments as may be reasonably and customarily required in order to conclude the transfer of the Leasehold Estate in the Leased Premises of record.

All defined terms used in this Exhibit A, unless defined in this Exhibit A or the Guaranty to which this Exhibit A is attached, shall have the meanings ascribed to them in the Ground Lease.

EXHIBIT G

Form of Indemnity Agreement

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT ("Agreement") is made as of this ___ day of May, 2022 (the "Effective Date"), by **HUDSON 1701/1706, LLC** and **HUDSON 1702, LLC**, each a Delaware limited liability company (collectively, on a joint and several basis, "Tenant"), and **ALBERTO SMEKE SABA** and **SALOMON SMEKE SABA**, each an individual (individually and collectively as the context may require, "Guarantor"; and together with Tenant, collectively, on a joint and several basis, "Indemnitors" and each, an "Indemnitor"), to and for the benefit of **356W58 GROUND LESSOR LLC**, a Delaware limited liability company (together with its successors and assigns, "Landlord").

WHEREAS, Tenant and Landlord are parties entering into that certain Ground Lease, dated as of the Effective Date (as the same may be amended, restated, supplemented and/or modified from time to time, the "Lease"). Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Lease;

WHEREAS, Guarantors are the owners of direct or indirect equity or beneficial interests in Tenant and, therefore, will benefit from Landlord entering into the Lease with Tenant; and

WHEREAS, Indemnitors' execution and delivery of this Guaranty is a condition precedent to Landlord entering into the Lease and, in order to induce Landlord to enter into the Lease, the parties hereby agree as follows:

1. Indemnity.

(a) Indemnitors agree, on a joint and several basis, at their sole cost and expense, to protect, defend, indemnify, release and hold harmless the Indemnified Parties from any and all Losses incurred by any Indemnified Party arising out of or related to Section 57(c) and Section 58(i) of the Lease; provided, however, Indemnitors shall only be liable for such Losses to the extent that such Losses were due to events or circumstances that first arose or occurred (as opposed to having first been discovered) prior to the date that Tenant or any Affiliate of Tenant ceased to have possession of the Leased Premises and to be the named Tenant under the Lease, whether by reason of assignment, termination, operation of law, the institution of any Foreclosure Event by a Leasehold Mortgagee or otherwise.

(b) Notwithstanding anything contained herein or in the Lease to the contrary, the indemnities set forth in this Agreement shall exclude (and Indemnitors shall not be liable for) any Loss caused by: (i) the gross negligence, fraud, illegal acts or willful misconduct of Landlord or any other Indemnified Party; or (ii) Indemnitor's failure to perform any obligation under Section 57(c) and Section 58(i) of the Lease solely as a result of Landlord's express prohibition of such action in writing.

2. Duty to Defend and Attorneys' and Other Fees and Expenses. Upon written request by any Indemnified Party, Indemnitor shall defend same (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties (which approval shall not be unreasonably withheld, conditioned or delayed) in connection with the matters identified in Section 1 above; provided, however, that subject to any conflict of interest, at the time, Cole Schotz P.C. shall be deemed pre-approved by the Indemnified Parties. Notwithstanding the foregoing, with prior notice to Indemnitor, any Indemnified Parties may, in their reasonable discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of Indemnified Parties, their attorneys may control the resolution of any claim or proceeding solely involving the Indemnified Parties, providing, however, that no compromise or settlement shall be entered without Indemnitor's prior written consent, which consent shall not be unreasonably withheld. For the avoidance of doubt, with respect to the resolution of any claim or proceeding involving any Indemnitor in whole or in part, the Indemnitor and its

attorneys shall control the resolution of such claim or proceeding with respect to Indemnitor. Upon demand but only after the occurrence and during the continuance of an Event of Default under the Lease, Indemnitor shall pay or, in the reasonable discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of actual and reasonable out-of-pocket fees and disbursements of attorneys, consultants, and other professionals in connection therewith; provided, however, if no Event of Default under the Lease has occurred and is continuing, then the Indemnified Parties shall be responsible for all fees and disbursements of attorneys, consultants, and other professionals retained by the Indemnified Parties outside of the attorneys provided by Indemnitor.

3. Survival. Indemnitors' obligations hereunder shall survive the expiration or earlier termination of the Lease and any transfer of the Leasehold Estate (whether by assignment, sublease, operation of law or otherwise, including, without limitation, following a Foreclosure Event by a Leasehold Mortgagee pursuant to and in accordance with the Lease) for a period of twelve (12) months.

4. Indemnitor Representations and Warranties. Each Indemnitor represents and warrants that, to the actual knowledge of Indemnitor, as of the Effective Date:

(a) This Agreement has been duly executed and delivered by each Indemnitor and constitute the legal, valid and binding obligations of Indemnitor, enforceable against Indemnitor in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting rights of creditors generally, and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);

(b) The execution, delivery and performance of this Agreement by each Indemnitor will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of Indemnitor pursuant to the terms of any agreement or instrument to which Indemnitor is a party or by which any of Indemnitor's property or assets is subject, nor will such action result in any violation of the provisions of any statute or any order, rule or regulation of any Governmental Authority having jurisdiction over Indemnitor or any of Indemnitor's properties or assets, and any consent, approval, authorization, order, registration or qualification of or with any Governmental Authority required for the execution, delivery and performance by Indemnitor of this Agreement has been obtained and is in full force and effect;

(c) There are no actions, suits or proceedings at law or in equity by or before any Governmental Authority or other agency now pending or, to Indemnitor's knowledge, threatened in writing against or affecting Indemnitor, which actions, suits or proceedings, if determined against Indemnitor, would adversely affect the condition (financial or otherwise) or business of Indemnitor;

(d) Indemnitor is not in default in any respect in the performance, observance or fulfillment of any of the material obligations, covenants or conditions contained in any agreement or instrument to which Indemnitor is bound and which affects the Leased Premises and the business operations conducted on the Leased Premises;

(e) Indemnitor has (i) not executed this Agreement with the intent to hinder, delay or defraud any creditor and (ii) received reasonably equivalent value in exchange for its obligations under this Agreement and the Lease, as applicable, to which Indemnitor is a party. No petition in bankruptcy has been filed against Indemnitor in the last ten (10) years, and Indemnitor has not in the last ten (10) years made an assignment for the benefit of creditors or taken advantage of any existing law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts or debtors

("Creditors' Rights Laws"). Indemnitor is not contemplating either the filing of a petition by it under any Creditors' Rights Laws or the liquidation of all or a major portion of Indemnitor's assets, and Indemnitor has no actual knowledge of any Person contemplating the filing of any such petition against Indemnitor;

(f) All information submitted in writing by Indemnitor or Indemnitor's agents to Landlord and in all financial statements, reports, certificates and other documents submitted in connection with the Lease, is accurate, complete and correct in all material respects as of the date of such item. There is no fact presently known to Indemnitor which has not been disclosed to Landlord which adversely affects, nor as far as Indemnitor can reasonably foresee, might materially adversely affect, the business, operations or condition (financial or otherwise) of Indemnitor. Indemnitor has not knowingly and intentionally failed to disclose any fact known to Indemnitor that could cause any representation or warranty made herein to be materially false or misleading. There has been no adverse change in any condition, fact, circumstance or event that would make any such information inaccurate, incomplete or otherwise misleading in any material respect such that it adversely affects the business operations or the financial condition of Indemnitor; and

(g) None of Indemnitor or any Affiliate of Indemnitor, and no Person owning directly or indirectly any interest in Indemnitor or any Affiliate of Indemnitor, is a Prohibited Person.

5. Notices of Legal Actions. Each party hereto shall, within five (5) Business Days of receipt thereof, give written notice to any other party hereto of any notice, claim, charge, demand, grievance or other communication described in Sections 57(b)(iv) and 58(c) of the Lease, or any other such notice, claim, charge, demand, grievance or other communication that may claim or indicate the potential of any claim or liability under this Agreement. Such notice shall comply with the provisions of Section 6 of this Agreement.

6. Notices. All notices, demands, requests, consents, approvals, and other instruments or communications required or permitted to be given pursuant to the provisions of this Agreement (collectively "Notice" or "Notices") must, to be effective for purposes of this Agreement, be in writing, and they will be deemed to have been given for all purposes (i) three (3) Business Days after having been sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address as stated below, (ii) one (1) day after having been sent by Federal Express or other nationally recognized overnight air courier service, to the addresses stated below, or (iii) if such Notice is sent via email (which email shall be addressed to the email addresses set forth below and shall include the notice as a .pdf attachment thereto) (x) as of the date of the email, if such email was sent prior to 4 P.M. EST on a Business Day or (y) on the Business Day immediately succeeding the date of the email, if such email was sent on a day that is not a Business Day or after 4 P.M. EST on a Business Day, provided if a Notice is delivered via email, such Notice shall not be effective unless a hardcopy of such Notice is delivered via the method described in clauses (i) and (ii) above:

If to Landlord:	356W58 GROUND LESSOR LLC c/o MSP Capital Investments, L.L.C. Woodlawn Hall at Old Parkland 3953 Maple Ave., Suite 350 Dallas, Texas 75219 Attn: Luke Pak Telephone: 214-545-5576 E-mail: pak@mspcm.com
With a copy to:	356W58 GROUND LESSOR LLC

c/o MSP Capital Investments, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Ave., Suite 350
Dallas, Texas 75219
Attn: Max Lamont
Telephone: 214-545-5577
E-mail: lamont@mspcm.com

And with a copy to: Duval & Stachenfeld LLP
555 Madison Avenue, 6th Floor
New York, NY 10022
Attention: Danielle Ash, Esq. & File Manager
File No. 4308.0014
Email: Dash@dsllp.com

If to Tenant: c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013
Attention: Sal Smeke and Alberto Smeke
Email: ss@csc-coliving.com
as@csc-coliving.com

With a copy to: Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attn: Jordan J. Metzger, Esq.
E-mail: jmetzger@coleschotz.com

If to Guarantors: Sal Smeke
c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013
Email: ss@csc-coliving.com

Alberto Smeke
c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013
Email: as@csc-coliving.com

With a copy to: Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attn: Jordan J. Metzger, Esq.
E-mail: jmetzger@coleschotz.com

7. Entire Agreement. This Agreement, the Lease, and the Project Guaranties are the entire agreement among the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

8. Severability. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard for conflicts of laws principles or otherwise.

10. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

11. Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party pursuant to a final and non-appealable order or judgment shall be entitled to reasonable attorneys' fees and costs actually incurred.

12. Successors Bound. The covenants of this Agreement will inure to the benefit of and bind each Indemnitor, the heirs, distributees, personal representatives, successors and permitted assigns of each Indemnitor and all present and subsequent encumbrances and subtenants of any of the Leased Premises, and will inure to the benefit of and bind Landlord, its successors and assigns.

13. Waiver. Excuse or waiver of the performance by the other party of any obligation under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by a party of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

14. No Oral Change. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Indemnitor or any Indemnified Party, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

15. Submission to Jurisdiction. Each of Landlord, any other Indemnified Parties and Indemnitors hereby consents to the exclusive jurisdiction of any state or federal court located within the State of New York and irrevocably agree that all actions or proceedings relating to this Agreement or the transactions contemplated hereunder shall be litigated in such courts, and each of Landlord, any other Indemnified Parties and Indemnitors waives any objection which it may have based on lack of personal jurisdiction, improper venue or *forum non conveniens* to the conduct of any proceeding in any such court and waive personal service of any and all process upon them.

16. Waiver of Right to Trial by Jury. EACH OF LANDLORD, ANY OTHER INDEMNIFIED PARTIES AND INDEMNITORS WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING HEREUNDER, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF LANDLORD, ANY OTHER INDEMNIFIED PARTIES OR INDEMNITORS WITH RESPECT HERETO, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH OF LANDLORD, ANY OTHER INDEMNIFIED

PARTIES AND INDEMNITORS AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THIS SECTION AND THAT IT FULLY UNDERSTANDS ITS TERMS, CONTENT AND EFFECT, AND THAT IT VOLUNTARILY AND KNOWINGLY AGREES TO THE TERM OF THIS SECTION.

17. No Third Party Beneficiary. This Agreement does not create, and shall not be construed as creating, any rights or claims enforceable by any person or entity other than the parties hereto, it being the intention of the parties hereto that no one shall be deemed to be a third party beneficiary of this Agreement.

18. Counterparts. This Agreement may be executed in several counterparts, which together will be deemed one and the same instrument. It shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute one and the same instrument. The exchange of executed copies of this Agreement by so-called "portable document format" (PDF) transmission shall constitute effective execution and delivery of this Agreement as to the parties for all purposes, and signatures of the parties transmitted by PDF shall be deemed to be their original signatures for all purposes.

(Signatures on next page)

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written.

INDEMNITORS:

HUDSON 1701/1706, LLC, a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

HUDSON 1702, LLC, a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

[*Signatures continue on following page*]

_____
ALBERTO SMEKE SABA, an individual

_____
SALOMON SMEKE SABA, an individual

[*End of Signatures*]

EXHIBIT H

Example Calculations of Base Rent

GROUND RENT CALCULATION - BASE RENT EXAMPLE		
Calculation		**Notes**
Year 1 Base Rent (assumes 10th floor buyout)	$6,400,000.00	(b) On the first day of each of the sixth (6th) Lease Year and the eleventh (11th) Lease Year, the Base Rent shall increase to an amount equal to one hundred ten percent (110%) of the Base Rent that was in effect for the respective prior Lease Year.
Rent Escalation:		
Year 6 and 11	10.00%	
Thereafter per annum	2.00%	(c) On the first day of every Lease Year, starting with the twelfth (12th) Lease Year (each such date, an "Adjustment Date"), the Base Rent shall increase to an amount equal to one hundred two percent (102%) of the Base Rent that was in effect for the prior Lease Year (each such increase, a "Rent Escalation"), subject to Section 4(d) below.

GROUND RENT CALCULATION - CPI ADJUSTMENT EXAMPLE		
Calculation		**Notes**
Initial CPI Adjustment Year	21	"CPI Increase Percentage" shall mean the increase in (A) the Index for the last full calendar month preceding the applicable Adjustment Date, *over and above* (B) the corresponding Index for the calendar month in which the preceding Adjustment Date occurred, expressed as a percentage rounded to two (2) decimals. Notwithstanding the foregoing, the CPI Increase Percentage shall in no event exceed (i) for the first CPI Adjustment Year, 180.60% (3% annual cap) or (ii) for any subsequent CPI Adjustment Year, 137.70% (3.25% annual cap).
CPI Period 0	100	
CPI First Adjustment (Year 21)	168	
CPI Increase Percentage	168.00%	
CPI Cap (First Adjustment)	180.60%	
Applied CPI	**168.00%**	

GROUND RENT SCHEDULE - EXAMPLE

Lease Year	Base Rent	Y-O-Y % Change	CPI Adj. Change
1	$6,400,000.00		
2	$6,400,000.00	0.00%	
3	$6,400,000.00	0.00%	
4	$6,400,000.00	0.00%	
5	$6,400,000.00	0.00%	
6	$7,040,000.00	10.00%	
7	$7,040,000.00	0.00%	
8	$7,040,000.00	0.00%	
9	$7,040,000.00	0.00%	
10	$7,040,000.00	0.00%	
11	$7,744,000.00	10.00%	
12	$7,898,880.00	2.00%	
13	$8,056,857.60	2.00%	
14	$8,217,994.75	2.00%	
15	$8,382,354.65	2.00%	
16	$8,550,001.74	2.00%	
17	$8,721,001.77	2.00%	
18	$8,895,421.81	2.00%	
19	$9,073,330.25	2.00%	
20	$9,254,796.85	2.00%	
21	$10,752,000.00	16.18%	168.00%

EXHIBIT I

Form of Memorandum of Lease

EXHIBIT I

Form of Memorandum of Lease

Record and Return to:

Duval & Stachenfeld LLP
555 Madison Avenue, 6th Floor
New York, NY 10022
Attention: Danielle Ash, Esq. & File Manager
File No.: 4308.0014

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum"), is made as of the _____ day of _____, 2022, between **356W58 GROUND LESSOR, LLC**, a Delaware limited liability company ("Landlord"), having an office at Woodlawn Hall at Old Parkland, 3953 Maple Ave., Suite 350, Dallas, Texas 75219, and **HUDSON 1701/1706, LLC** ("Tenant 1") and **HUDSON 1702, LLC** ("Tenant 2"; together with Tenant 1, individually and collectively, "Tenant"), each a Delaware limited liability company, having an address c/o CSC Co-Living 6 St. Johns Lane, New York, New York 10013.

RECITALS

WHEREAS, Landlord and Tenant have executed a certain Lease, dated as of the date hereof (the "Lease"), under which Landlord leases to Tenant that certain real property described in Exhibit A attached hereto (the "Leased Premises");

WHEREAS, the term of the Lease is for a period beginning on the date hereof through and including May 31, 2121; and

WHEREAS, Landlord and Tenant desire to enter into this Memorandum to be recorded in order that third parties will have notice of the existence of the Lease.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and intending to be legally bound hereby, Landlord and Tenant agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference into this Section as if set forth in the Section in full.

2. Incorporation of the Lease. The Lease is unrecorded and is herein expressly incorporated by reference for a complete statement of the rights and obligations of Landlord and Tenant with respect to the Leased Premises. Any conflict between this Memorandum and the Lease shall be governed by the terms of the Lease.

3. Release. The parties agree to promptly execute and record a release of this Memorandum of Lease at any time after the Lease expires or is terminated in accordance with its terms.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the day and year first above written.

LANDLORD:

356W58 GROUND LESSOR, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ___ day of _____ in the year 2022 before me, the undersigned, _____, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

[additional signature(s) follow]

TENANT:

HUDSON 1701/1706, LLC,
a Delaware limited liability company

By: _____
Name: Alberto Smeke Saba
Title: Authorized Signatory

By: _____
Name: Salomon Smeke Saba
Title: Authorized Signatory

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ___ day of _____ in the year 2022 before me, the undersigned, _____, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

TENANT:

HUDSON 1702, LLC,
a Delaware limited liability company

By: _____
Name: Alberto Smeke Saba
Title: Authorized Signatory

By: _____
Name: Salomon Smeke Saba
Title: Authorized Signatory

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ___ day of _____ in the year 2022 before me, the undersigned, _____, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A

Description of the Leased Premises

[**NTD: Insert description of EBC Unit and Modified Hotel Unit.**]

EXHIBIT J

Permitted Encumbrances

1. Rights of tenants as tenants only, pursuant to written, unrecorded leases, with no options to purchase, rights of first refusal or offer, or other such rights on all or any part of the land.

2. Restrictive Covenants as recited in Liber 656 of Deeds, Page 133, Liber 658 of Deeds, Page 127, Liber 657 of Deeds, Page 80, Liber 1634 of Deeds, Page 385, Liber 999 of Deeds, Page 239, Liber 1006 of Deeds, Page 40, Liber 1613 of Deeds, Page 85, Liber 1006 of Deeds, Page 45, Liber 1037 of Deeds, Page 165, Liber 1069 of Deeds, Page 123, Liber 1609 of Deeds, Page 160, Liber 1006 of Deeds, Page 43, Liber 1031 of Deeds, Page 428, Liber 1031 of Deeds, Page 426, Liber 1037 of Deeds, Page 168, Liber 1069 of Deeds, Page 125, Liber 642 of Deeds, Page 494 and Liber 644 of Deeds, Page 428. Policy insures that as of the date hereof said Restrictive Covenants have not been violated and that a future violation will not cause a forfeiture or reversion of title.

3. The policy will except the terms, conditions and easements set forth in the Declaration of Condominium and By-Laws **dated 4/11/1985 and recorded 4/24/1985** in the Office of the City Register of the City of New York, County of New York, in **Reel 902 Page 1**. Policy insures that a valid condominium has been created pursuant to Article 9B of the Real Property Law, as amended.

   A) First Amendment to Declaration dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286.

   B) Amended and Restated Declaration made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753.

   C) Amendment to Amended and Restated Declaration dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2159.

4. Ground Lease, by and between 356W58 Ground Lessor LLC, as landlord, and Hudson 1702, LLC and Hudson 1701/1706, LLC, as tenant, dated _____, as evidenced by a Memorandum of Lease dated ____ and recorded on _____ as CRFN _____. (affects the fee interest of Lots 1701 and 1702 and the leasehold interest of Lot 1706).

5. Survey by Montrose Surveying Co., LLP dated 2/3/2020 and updated 1/10/2022 (the "Survey") shows the following:

   A. Encroachments onto and projections over West 57th Street by: bike racks, entrance cornice, window sill, entrance trim, awning, door when open, light, Siamese, stand pipe, camera, roof cornice, canopy, and decoration.

   B. Southerly wall and base of 14 story portion of building in easterly portion of premises encroach up to 0.04 feet and up to 0.15 feet, respectively, onto West 57th Street; base encroaches up to 0.15'. Policy insures said wall and base may remain as long as the building stands.

   C. Southerly wall of 2 story portion of building on premises encroaches up to 0.04 feet onto West 57th Street. Policy insures said wall may remain as long as the building stands.

   D. Southerly wall and base of 14 story portion of building in westerly portion of premises encroach up to 0.07 feet and up to 0.15 feet, respectively, onto West 57th Street. Policy insures said wall and base may remain as long as the building stands.

   E. Easterly wall of 1 story building on property adjoining on the west encroaches up to 0.01 feet onto premises.

F. Projections from westerly wall of 14 story portion of building on premises over property adjoining on the west by: metal roof.

G. Part of the westerly and easterly walls of building on westerly and easterly portions of premises are party walls. Policy insures said wall may continue to be used as a party wall for so long as the building stands and policy insures that said party wall has a legal right to remain and that same can remain for so long as same shall stand.

H. Vent pipe of building on property adjoining on the west anchored to wall of 14 story portion of building on premises.

I. Independent wall added above party wall; west side of said wall above party wall, in westerly portion of premises.

J. Projections from westerly walls of building on premises over properties adjoining on the west by: window sills and wires.

K. Windows on 14 story portion of building, high 3 story portion of building, 23 story portion of building and 27 story portion of building, all on premises, when open, may project over property adjoining on the west.

L. Southerly independent wall of 1 story brick building on property adjoining on the northwest encroaches up to 0.02 feet onto premises.

M. Projection from westerly wall of 27 story portion of building on premises over property adjoining on the west by: air conditioner unit.

N. Westerly wall of 14 story portion of building on premises leans up to 0.10' over property adjoining on the west. Policy insures that said wall may remain for so long as the building stands.

O. Encroachments onto and projections over West 58th Street by: window of 3rd story, ledge, window sill, door when open, light, siamese, camera, vent and light at 7th story.

P. Northerly wall of 14 story portion of building and base in northwesterly portion of premises encroach up to 0.03 feet and up to 0.11 feet, respectively, onto West 58th Street. Policy insures said wall and base may remain as long as the building stands.

Q. Stucco on northerly wall of high 5 story portion of building on premises encroaches onto/projects onto West 58th Street up to 0.39 feet. Policy insures said wall may remain as long as the building stands.

R. Northerly wall and base of 14 story portion of building in northeasterly portion of premises encroach up to 0.03 feet and up to 0.13 feet onto West 58th Street. Policy insures said wall and base may remain as long as the building stands.

S. Easterly wall of 14 story portion of building in northeasterly portion of premises encroaches up to 0.02' onto property adjoining on the east. Policy insures said wall may remain as long as the building stands.

T. Spaces sealed between easterly walls of building on premises and west side of wall of building on property adjoining on the east, in northeasterly portion of premises.

U. West side of westerly wall of building on property adjoining on the east encroaches up to 0.02 feet onto premises.

V. Westerly wall of 45 story brick building on property adjoining on the east leans up to 0.01 foot' over premises.

W. Projections from easterly walls of building on premises over properties adjoining on the east by: window sill and roof cap.

X. Windows on westerly wall of 45 story brick building on property adjoining on the east, when open, may project over subject premises.

Y. Wire runs along basement extension building on property adjoining on the east at roof.

Z. Windows on 23 story portion of building, 14 story portion of building and 26 story portion of building on premises, when open, may project over property adjoining on the east.

AA. Projection from easterly wall of 14 story portion of building on premises over property adjoining on the east by: metal at roof.

BB. Westerly independent wall of basement brick and frame building on property adjoining on the east encroaches up to 0.04 feet onto premises.

EXHIBIT K

SRO Tenants

SRO TENANTS

NAME	ROOM #	RENT AMOUN	WEEKLY/ MONTHLY	DOA	EMAIL
Simmons Arlene	1169	501.11	Monthly	9.5.1988	
Radunovich Milan	1546	418.79	Monthly	1.13.1977	TESSR4444@YAHOO.COM
Gilbert Fred	1722	277.36	Monthly	5.25.1968	
Levi Emil	1846	86.81	Weekly	9.4.1979	EHL100@AOL.COM
Leach Ken	1856	501.11	Monthly	11.1.1985	KENLEACH217@AOL.COM
Lamb Owen	1916	396.69	Monthly	9.10.1979	OWENLAMB@AOL.COM
Magno Zoe	2017	96.81	Monthly	11.30.1979	
Carter Teresa	2031	422.27	Monthly	5.1.1977	
Palma Flora	2039	402.57	Monthly	3.1.1976	
Orturbia Susana	2045	502.26	Monthly	2.25.1978	
Khan Kwasa	2106	419.95	Monthly	8.19.1977	
Leo Jenkins	2107	130.62	Weekly	8.17.1984	
Rodriguez Yolanda	2114	543.12	Monthly	3.5.1980	
Marouils George	2129	429.6	Monthly	8.29.1979	
Jay Vanderbilt	2135	255.34	Monthly	11.1.2008	JAY.VANDERBILT@VA.GOV
Quioque Caridad	2138	484.88	Monthly	8.29.1980	
Rodriquez Maria	2139	340.37	Monthly	1.28.1983	LADYROD57@AOL.COM
Brockenborough Pat	2140	393.02	Monthly	1.7.1974	
Sanchez Bonifacio	2145	255.34	Monthly	10.29.1971	
Ledesma Lucy	2146	278.92	Weekly	7.19.1982	
Hirsch Judy	2155	83.47	Weekly	9.25.1967	
Schwantes Claudia	2157	419.47	Monthly	4.22.1981	LAUDIABALDONERI@GMAIL.CO
Natos Nick	2204	419.51	Monthly	5.18.1981	
Cowie Margaret	2206	538.19	Monthly	10.3.1982	MIMIYUYU31@GMAIL.COM
Carroll William	2207	419.46	Monthly	8.16.1980	
Nathaniel Virginia	2211	404.88	Monthly	7.11.1994	
Phyu Hnin Hla	2212	415.32	Monthly	5.12.1972	HNIN.HLA.PHYU@UNDO.ORG
Chane Peggy	2227	242.58	Monthly	1.14.1969	PEGGYCHANE@GMAIL.COM
Blakely Iris	2231	484.34	Monthly	7.2.1978	
Ramos Letcias	2232	454.74	Monthly	4.5.1981	
Reddy Kenneth	2235	393.02	Monthly	9.1.1982	
Morrow Jenatte	2236	96.81	Weekly	12.3.1970	JEMORROW2236@YAHOO.COM
Chin Daisy	2239	402.57	Monthly	7.26.1982	
Bendana Renata	2244	506.89	Monthly	1.29.1974	IRBENDANA@GMAIL.COM

Evelyn Lagarde	2245	416.47	Monthly	10.29.1971
Lavilla Amparo	2253	457.06	Monthly	7.7.1981
Danielle Marton	2255	96.82	Weekly	8.1.1978
Total of INHOUSE Tena	**37**			

PHONE NUMBERS	Land Line Phone	phone extension
212-554-6469	554-6469	1169
917-225-3729	554-6163	1546
516-431-7461	554-6403	1722
212-956-1231	554-6273	1846
917-881-8747	554-6453	1856
917-806-0000	554-6292	1916
917-678-8901	554-6332	2017
212-765-4657	554-6339	2031
212-757-6592	554-6276	2039
646-418-1498	554-2045	2045
212-757-6884	554-6270	2106
212-247-4449	554-6033	2107
917-887-1696	554-6361	2114
212-554-6341	554-6341	2129
212-646-7500 EXT 3666	554-2135	2135
212-977-3739	554-6369	2138
212-245-1022	554-6178	2139
212-554-6369	554-6363	2140
212-554-6372	554-6372	2145
917-678-8065	554-2146	2146
212-265-7730	554-6135	2155
646-236-6456	554-6378	2157
212-586-5863	554-6143	2204
212-245-4353	554-6382	2206
212-554-6264	554-6264	2207
646-498-7332	554-2211	2211
917-821-4623	554-2212	2212
401-390-4937	554-6447	2227
212-554-6391	554-6390	2231
347-407-3471	554-6391	2232
212-333-5179	554-6334	2235
929-216-1058	554-6230	2236
212-541-9177	554-6394	2239
917-370-0048	554-6398	2244

646-468-7729	554-6349	2245
212-554-6401	554-6401	2253
917-639-3915	554-6241	2255

EXHIBIT L

Form of Condominium Board Resignation

Condominium Board Resignation

353 West 57th Street Condominium

_____, 2022

Board of Managers
353 West 57th Street Condominium
353 West 57th Street
New York, New York 10019

Re: 353 West 57th Street Condominium (the "**Condominium**")

Ladies & Gentlemen:

Effective as of the date hereof, the undersigned, being all of the voting members of the Board of Managers of the Condominium (the "**Board**") for the EBC Unit Class and the Hotel Unit Class, all of whom have been appointed by _____, a _____ ("Owner"), pursuant to (i) that certain Appointment to Board of Managers, dated as of _____, made by Owner, and (ii) that certain Amended and Restated Declaration Establishing a Plan for Condominium Ownership of Premises Located at 353-361 West 57th Street (a/k/a 356 West 58th Street) in the Borough of Manhattan, City, County and State of New York Pursuant to Article 9- B of the Real Property Law of the State of New York, dated as of February 12, 1999, and recorded in the New York County Office of the Register of the City of New York on July 16, 1999, in Reel 2913 Page 1753, and amended by that certain Amendment to Amended and Restated Declaration Establishing a Plan for Condominium Ownership of Premises Located at 353-361 West 57th Street (a/k/a 356 West 58th Street) in the Borough of Manhattan, City, County and State of New York Pursuant to Article 9-B of the Real Property Law of the State of New York, dated as of September 30, 1999, and recorded in the New York County Office of the Register of the City of New York on October 27, 1999, in Reel 2979 Page 2159, as the same has been or may be amended, amended and restated, assigned, supplemented, or modified hereby tender their respective resignations as members of the Board.

[No further text on this page; signature page follows.]

[NTD: signature blocks to be inserted]

_____

_____

_____

EXHIBIT M

Example Calculations of Right-Size Payment and Minimum Payment

Right-Size Example Calculations		
Trailing 12-Month NOI		**Notes**
Gross Income	$75,000,000	Residential, Retail, Commercial and Misc. Revenue
Operating Expenses & RE Tax	($50,000,000)	
Trailing 12-Month NOI	**$25,000,000**	Gross Income - Operating Expenses & RE Taxes
Right-Size Base Rent		**Notes**
Trailing 12-Month NOI	$25,000,000	
divided by	3.65x	Applied to Year 6 Scheduled Base Rent ($7,040,000)
Adjusted Base Rent (Year 6)	$6,849,315	Trailing 12-Month NOI / 3.65
divided by	110%	
Right-Size Base Rent	**$6,226,650**	Trailing 12-Month NOI / Right-Size Coverage / 110%
Minimum Payment		**Notes**
(i) Then Applicable Annual Base Rent	$6,400,000	per Lease
less		
(ii) Right-Size Base Rent	$6,226,650	per Lease
Year 5 Base Rent - Right Size Base Rent	**$173,350**	
30 Year Treasury	2.91%	
Spread	0.75%	
Index Yield	3.66%	30 Year Treasury + Spread
Origination Yield	3.53%	
(y) Right-Size Yield	**3.53%**	Minimum of Origination Yield and Index Yield
Minimum Payment	**$4,910,763**	[(i) - (ii)] / (y)
Right-Size Payment		**Notes**
(a) Year 5 Base Rent - Right Size Base Rent	$173,350	
(b) cap	$2,000,000	per Lease
Minimum of (a) and (b)	$173,350	
Right Size Yield	3.53%	
Right-Size Payment	**$4,910,763**	

SUMMARY		Notes
Right-Size Payment	**$4,910,763**	
Right-Size Base Rent (Year 5)	**$6,226,650**	
Right-Size Base Rent (Year 6)	**$6,849,315**	Year 5 Rent x 110% (per Lease)

EXHIBIT B

CLOSING AGREEMENT

THIS CLOSING AGREEMENT (this "**Agreement**") is dated as of the 3rd day of May, 2022 (the "**Effective Date**"), by and among **CSC HUDSON, LLC**, a Delaware limited liability company ("**CSC Purchaser**"), **HUDSON 1702, LLC**, a Delaware limited liability company ("**CSC Unit 2 Tenant**"), **HUDSON 1701/1706, LLC**, a Delaware limited liability company ("**CSC Unit 1 Tenant**"; and together with CSC Unit 2 Tenant, collectively, "**Ground Tenant**") and **356W58 GROUND LESSOR LLC**, a Delaware limited liability company ("**MSP**"). CSC Purchaser and Ground Tenant are referred to herein, collectively, as "**CSC**".

WITNESSETH:

WHEREAS, CSC Purchaser is a party to that certain Purchase and Sale Agreement by and between EC 58th Street LLC, a Delaware limited liability company ("**Seller**"), as seller, and CSC Purchaser, as purchaser, dated February 3, 2022, as amended by that First Amendment to Agreement of Purchase and Sale dated April 19, 2022 (the "**Original PSA**"), a true, correct and complete copy of which is attached hereto as Exhibit A-1, with respect to the real property known as the Hudson Hotel, having the street address of 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York, as more particularly described in the PSA (the "**Building**");

WHEREAS, on the Effective Date, CSC Purchaser assigned all of its right, title and interest in and to the Original PSA to MSP (excluding the Store Unit), and further amended the Original PSA pursuant to that certain Assignment, Assumption and Modification to Purchase and Sale Agreement (the "**PSA Assumption and Amendment**"; and together with the Original PSA, collectively, the "**PSA**"), dated as of the Effective Date, by and among Seller, CSC Purchaser, 353W57 1704, LLC, a Delaware limited liability company ("**CSC Store Purchaser**") and MSP, a true, correct and complete copy of which is attached hereto as Exhibit A-2;

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the PSA;

WHEREAS, as a condition to the Closing, (i) Ground Tenant and MSP shall enter into a 99-year ground lease in a form to be mutually agreed upon by Ground Tenant and MSP, each in their sole and absolute discretion (the "**Ground Lease**") pursuant to which MSP, as ground landlord (in such capacity, "**Ground Landlord**") shall lease the Owned Units of the Building to Ground Tenant, (ii) Seller shall assign its leasehold interest in the Tenth Floor Unit to MSP and MSP, as sublandlord (in such capacity, "**Sublandlord**"), shall sublease the Tenth Floor Unit to CSC Unit 1 Tenant, as subtenant (in such capacity, "**Subtenant**"), pursuant to a sublease in the form attached hereto as Exhibit C (the "**Sublease**"), (iii) pursuant to the Ground Lease and Sublease, Ground Tenant shall commence renovation of the Building into an approximately 400-unit market rate multifamily development (subject to the SRO Tenants), as further described in the Ground Lease (the "**Project**") and cause Alberto Smeke Saba, an individual, and Salomon Smeke Saba, an individual (collectively, "**Guarantor**") to execute and deliver the Project Guaranties (hereinafter defined) and the Indemnity Agreement (hereinafter defined), each in a form mutually agreed upon by MSP and Guarantor, each in their sole and absolute discretion, and (iv) Ground Tenant shall enter into the Construction Loan (hereinafter defined); and

WHEREAS, the Closing under the PSA shall occur on the Closing Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. **Defined Terms.** All initially capitalized terms used herein and not otherwise expressly defined herein shall have the meanings given to such terms in the PSA. The parties acknowledge that the recitals set forth above are true and correct and are incorporated into this Agreement. In addition, as used herein, the following terms shall have the following meanings:

"**Affiliate**" means, as to any Person, any other Person that (i) directly or indirectly owns twenty-five percent (25%) or more of all equity interests in such Person and/or (ii) directly or indirectly Controls, is Controlled by or is under common Control with, such Person.

"**Business Day**" shall mean a day on which banks are required to be open for business within the State of New York, and shall not include (i) any Saturday or Sunday, (ii) any national holiday, or (iii) any holiday within the State of New York.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended.

"**CONH**" means a Certificate of No Harassment, issued by HPD in accordance with the CONH Regulations.

"**CONH Application**" means the application for a CONH to be filed with HPD in order to satisfy the CONH Requirement.

"**CONH Exemption Application**" shall have the meaning to be set forth in the Ground Lease.

"**CONH Exemption Denial**" shall have the meaning to be set forth in the Ground Lease.

"**CONH Requirement**" means the requirement of HPD that an applicant must obtain either a CONH or CONH Exemption with respect to the subject building prior to commencing certain categories of work at a building if such building is (i) an SRO or contains SRO units, (ii) located in one of the specified geographic anti-harassment areas identified by HPD (including, without limitation, due to the building's location within a Special Zoning District), or (iii) on HPD's Pilot Program List.

"**CONH Regulations**" means, collectively, any and all Legal Requirements governing the CONH Requirement with respect to buildings located in New York City, including, without limitation, the Multiple Dwelling Law, the New York Administrative Code, and HPD internal procedures, as the same may be modified from time to time.

"**Construction Lender**" shall mean Parkview Financial REIT, LP, a Delaware limited partnership.

"**Construction Loan**" shall mean that certain leasehold construction loan, in the aggregate principal amount of $207,000,000.00, made by Construction Lender to Ground Tenant pursuant to the Construction Loan Documents, which Construction Loan will (i) fund the construction and development of the Project and (ii) be secured by a mortgage on each of Ground Tenant's ground leasehold interest in the Owned Units and Subtenant's subleasehold interest in the Tenth Floor Unit.

"**Construction Loan Documents**" shall mean any and all documents, instruments, and agreements evidencing or securing the Construction Loan entered into concurrently with the Closing Date.

"**Control**" means, with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through voting securities, contract or otherwise. "Controlled", "Controlling" and "under common Control with" shall have correlative meanings.

"**Draw Request**" means a draw request for an advance of the Construction Loan in the form required by the Construction Loan Documents.

"**Ground Landlord REIT**" shall mean The Ground Lease REIT, Inc., a Maryland corporation.

"**HPD**" means the New York City Department of Housing Preservation and Development.

"**Indemnified Parties**" means (i) MSP, The Ground Lease REIT, LP, a Delaware limited partnership, and GLP REIT Advisors, LLC, a Delaware limited liability company and (ii) each of their respective directors, officers, shareholders, partners, members, employees, agents, servants, representatives, lenders, Affiliates, subsidiaries, participants, managers, successors and assigns of any and all of the foregoing, including, without limitation, any successors by merger, consolidation or acquisition of all or a substantial portion of MSP's (or any Affiliate of MSP's) assets and business.

"**Indemnity Agreement**" means an indemnity agreement with respect to certain of Ground Tenant's indemnification obligations under the Ground Lease with respect to operation of the Condominium and compliance with the Alternative Agreement, made by Ground Tenant and Guarantor in favor of Landlord.

"**Leasehold Financing Agreement**" means an agreement between MSP and Construction Lender in a form mutually agreed upon by MSP and Construction Lender with respect to priority and enforcement of the Project Guaranties, and such other matters as MSP and Construction Lender shall mutually agree.

"**Losses**" means any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, diminutions in value, fines, taxes, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement and damages of whatever kind or nature (including, without limitation, reasonable attorneys' fees, court costs and other costs of defense).

"**Person**" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust (including a business trust), non-incorporated organization or government or any agency or political subdivision thereof or any other entity.

"**Project**" means the renovation and conversion of the Property into a multifamily residential building in accordance with and subject to the terms of the Ground Lease and the Construction Loan Documents.

"**Project Guaranties**" means, collectively, (i) a completion guaranty with respect to completion of the Project, made by Guarantor in favor of MSP, (ii) a carry guaranty with respect to rent and operating costs with respect to the Property, made by Guarantor in favor of MSP, and (iii) an environmental indemnity agreement with respect to the Property, made by Ground Tenant and Guarantor in favor of MSP.

"**Qualified Institutional Lender**" shall have the meaning to be set forth in the Ground Lease.

"**REIT**" means a real estate investment trust within the meaning of Section 856 of the Code and the regulations promulgated thereunder.

"**SRO**" means a Single Room Occupancy multiple dwelling, as defined in the New York Multiple Dwelling Law.

2. **Purchase Price**.

(a) Pursuant to and subject to the terms and conditions set forth in the PSA Assumption and Amendment, MSP has agreed to assume certain obligations of the Purchaser under the PSA, including the obligation to pay the Purchase Price on the Closing Date. In settlement of this Purchase Price, MSP shall be responsible for and shall fund $170,000,000 (the "**Purchase Proceeds**") to Escrow Agent at Closing, and the remaining $37,500,000 of the Purchase Price shall be paid by CSC, of which $36,850,000.00 is attributable to Tenant's acquisition of the Personal Property from Seller and a contribution to the consideration paid by Purchaser for the Owned Units and the Tenth Floor Lease (it being agreed that $650,000 is attributable solely to CSC Store Purchaser's acquisition of the Store Unit Lease). Any Deposit funded by CSC prior to the Closing in accordance with the PSA shall be credited towards CSC's funding of its portion of the Purchase Price.

3. **Closing; Closing Costs**.

(a) The consummation of the transactions contemplated hereunder and the consummation of the purchase of the Property pursuant to the PSA shall take place simultaneously, at the location specified for the Closing in the PSA on the Closing Date, with TIME BEING OF THE ESSENCE as to MSP and CSC. MSP and CSC agree that (i) MSP shall timely deliver to the Escrow Agent the Purchase Proceeds and (ii) each of MSP and CSC shall deliver to the Escrow Agent all documentation necessary to consummate the transactions contemplated by this Agreement and the PSA.

(b) Notwithstanding anything to the contrary set forth in the PSA, any and all closing costs due from Purchaser under the PSA in connection with the Closing shall be paid by CSC.

(c) In addition, CSC shall be responsible for the following: (i) any applicable state, county, municipal and/or local conveyance taxes with respect to the transactions contemplated by this Agreement and the Ground Lease (but excluding any transfer taxes required to be paid by Seller under the PSA), (ii) all title insurance premiums (including, without limitation, any and all premiums charged by the Title Company for endorsements and affirmative coverages to MSP's title policy), (iii) any escrow fees charged by Escrow Agent to the extent such escrow fees are not required to be paid by Seller under the PSA, (iv) all recording fees and charges for the Memorandum of Ground Lease and Memorandum of Sublease, or otherwise related to the Ground Lease or Sublease, (v) all mortgage taxes and recording fees and other costs, related to the recording and/or filing of the Construction Loan Documents, (vi) any other costs or expenses incurred by MSP in connection with the Closing or the signing of this Agreement (including, without limitation, third party due diligence costs and construction consultant fees incurred by MSP), not to exceed Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00) and (vii) Five Hundred and Ninety-Five Thousand and 00/100 Dollars ($595,000.00) on the Closing Date to GLR REIT Advisors, LLC as consideration for advisory and management services rendered to CSC by GLR REIT Advisors, LLC in connection with the execution of this Agreement and consummation of the transactions contemplated herein.

4. **Violations**. Notwithstanding anything to the contrary set forth in the PSA, following the

Closing, Ground Tenant shall be responsible for curing any current or future Violations on the Property in accordance with and pursuant to the terms and conditions set forth in the Ground Lease and Sublease.

5. **Conveyance of Title**. Notwithstanding anything to the contrary set forth in the PSA, the following shall apply with respect to the conveyance of Seller's fee interest in the Owned Units and leasehold interest in the Tenth Floor Unit to MSP:

(a) From and after Closing, pursuant to the Ground Lease and Sublease, MSP shall not be responsible for performing and shall have no liability under any of the Warranties, Permits, or Service Contracts conveyed by Seller pursuant to the PSA and all Personal Property shall be the property of Ground Tenant; and

(b) MSP shall have no right, title or interest in and to the Store Unit or the Store Unit Lease (it being agreed that CSC Store Purchaser shall take assignment of the Store Unit Lease directly from Seller at Closing in accordance with the PSA Assumption and Modification) and any and all continuing liabilities or obligations with respect to the Store Unit or the Store Unit Lease under the PSA shall be the responsibility of CSC Store Purchaser.

6. **Conditions Precedent**. CSC hereby acknowledges and agrees that the obligation of MSP to consummate the transactions contemplated by this Agreement and the PSA are subject to the satisfaction of the following conditions precedent:

(a) the representations and warranties of CSC contained in this Agreement shall be true, correct and accurate on the Closing Date in all material respects;

(b) Construction Lender shall have (i) approved of and consented to the Ground Lease (in the form mutually agreed upon by MSP and CSC) and the transactions contemplated thereby, (ii) executed and delivered the Ground Lease Assignments and Leasehold Financing Agreement, and (iii) irrevocably committed to fund the Construction Loan to Ground Tenant pursuant to the Construction Loan Documents, including, without limitation an amount equal to $34,228,632.15 (the "**Enhanced Severance Escrow Amount**"), which amount shall be deposited with First American Title Insurance Company, as escrow agent ("**Enhanced Severance Escrow Agent**") to be distributed in accordance with the Enhanced Severance Escrow Agreement; and

(c) MSP shall have approved (such approval not to be unreasonably withheld, conditioned or delayed) each of the following with respect to the Project: (1) preliminary plans and specifications, (2) project budget, (3) construction contract(s) (including, without limitation, any general contractor's agreement, construction management agreement or guaranteed maximum price contract), (4) construction schedule, and (5) such other key matters regarding the Project as determined in MSP's reasonable discretion.

7. **Closing Deliveries**.

(a) At the Closing, CSC (on behalf of itself and any other Affiliates of CSC), at its sole cost and expense, shall deliver to MSP (through escrow with Escrow Agent, as applicable), the following:

(i) the Ground Lease, executed by CSC;

(ii) the Memorandum of Ground Lease in the form attached to the Ground Lease, executed by CSC;

(iii) the Sublease, executed by CSC Unit 1 Tenant;

(iv) the Memorandum of Sublease in the form attached to the Sublease, executed by CSC;

(v) the Project Guaranties, each executed by Guarantor;

(vi) the Indemnity Agreement, executed by Guarantor;

(vii) such other documents, instruments and agreements as MSP shall reasonably require (which documents shall be in substantially similar forms to those required by Construction Lender) with respect to the assignment and subordination of any construction contracts, including any construction contract with Tenant's general contractor with respect to the Project (collectively, the "**Ground Lease Assignments**"), executed by Ground Tenant and any applicable contractors;

(viii) a memorandum from Tang Studio Architect, LLC in the form attached hereto as Exhibit B that demonstrates the Project is permitted as-of-right under the zoning classification and regulations applicable to the Building;

(ix) a memorandum from Kucker Marino Winiarsky & Bittens, LLP in the form attached hereto as Exhibit F that sets forth the procedure by which Ground Tenant intends to pursue satisfaction of the CONH Requirement in accordance with the Ground Lease, together with (A) the completed CONH Exemption Application to be submitted to HPD, in the form attached hereto as Exhibit D-1 (which form may be thereafter amended, which amendment shall be subject to approval by MSP) and (B) the completed CONH Application to be submitted to HPD if the Ground Tenant receives a CONH Exemption Denial, in the form attached hereto as Exhibit D-2 (which form may be thereafter amended, which amendment shall be subject to approval by MSP);

(x) true, correct and complete copies of all the Construction Loan Documents, which Construction Loan Documents shall be acceptable to MSP in its reasonable discretion;

(xi) evidence of insurance with respect to the Property required by the terms of the Ground Lease;

(xii) a copy of the completed Draw Request and such other documents, instruments and agreements as are required pursuant to the Construction Loan Documents for CSC to obtain the initial advance of the Construction Loan; and

(xiii) the Leasehold Financing Agreement, executed by Construction Lender and Tenant;

(xiv) the Assignment and Assumption of the Alternative Agreement, executed by CSC;

(xv) that certain Enhanced Severance Escrow Agreement, in the form attached

hereto as Exhibit H (the "**Enhanced Severance Escrow Agreement**"), executed by Tenant, Construction Lender, Enhanced Severance Escrow Agent and acknowledged by Jackson Lewis, P.C.;

(xvi) such other documents, instruments and/or deliveries as are required to be delivered by CSC or Guarantor pursuant to the terms of this Agreement, the Ground Lease, the Sublease or the PSA Assignment and Assumption Agreement.

(b) At Closing, in addition to all items required to be delivered by the Purchaser under the PSA which shall be delivered by MSP to Escrow Agent in accordance with the terms of the PSA, MSP is delivering to the CSC or Escrow Agent, as applicable:

(i) the Ground Lease, executed by MSP;

(ii) the Memorandum of Ground Lease in the form attached to the Ground Lease, executed by MSP;

(iii) the Sublease, executed by MSP;

(iv) the Memorandum of Sublease in the form attached to the Sublease, executed by MSP;

(v) the Leasehold Financing Agreement, executed by MSP;

(vi) the Ground Lease Assignments, executed by MSP;

(vii) the Assignment and Assumption of the Alternative Agreement, executed by MSP;

(viii) the Enhanced Severance Escrow Agreement, executed by Landlord; and

(ix) such other documents, instruments and/or deliveries as are required to be delivered by MSP pursuant to the terms of this Agreement or the PSA.

8. **CSC's Representations and Warranties**. CSC represents and warrants to MSP that the following are true and correct as of the Effective Date:

(a) CSC Purchaser is a limited liability company, duly established and validly existing and is, or shall be at the Closing, in good standing under the laws of the State of Delaware and, has the full power and authority to execute and deliver this Agreement, the PSA Assumption and Modification, and all documents executed and delivered by it pursuant to this Agreement (collectively, the "**CSC Purchaser Documents**") and to perform all obligations arising under this Agreement and CSC Purchaser Documents. The execution, delivery and performance of this Agreement and all of the CSC Purchaser Documents at Closing by CSC Purchaser (i) are within CSC Purchaser's limited liability company powers, (ii) have been or will be duly authorized by all necessary limited liability company action, and (iii) do not violate the organizational documents of CSC Purchaser, or, any order, judgment or decree to which CSC Purchaser is a party or by which it is bound.

(b) CSC Unit 1 Tenant is a limited liability company, duly established and validly existing and is, or shall be at the Closing, in good standing under the laws of the State of Delaware and, has

the full power and authority to execute and deliver this Agreement, the Ground Lease, the Sublease and all documents executed and delivered by it pursuant to this Agreement (collectively, the "**CSC Unit 1 Tenant Documents**") and to perform all obligations arising under this Agreement and CSC Unit 1 Tenant Documents. The execution, delivery and performance of this Agreement and all of the CSC Unit 1 Tenant Documents at Closing by CSC Unit 1 Tenant (i) are within CSC Unit 1 Tenant's limited liability company powers, (ii) have been or will be duly authorized by all necessary limited liability company action, and (iii) do not violate the organizational documents of CSC Unit 1 Tenant, or, any order, judgment or decree to which CSC Unit 1 Tenant is a party or by which it is bound.

(c) CSC Unit 2 Tenant is a limited liability company, duly established and validly existing and is, or shall be at the Closing, in good standing under the laws of the State of Delaware and, has the full power and authority to execute and deliver this Agreement, the Ground Lease and all documents executed and delivered by it pursuant to this Agreement (collectively, the "**CSC Unit 2 Tenant Documents**") and to perform all obligations arising under this Agreement and CSC Unit 2 Tenant Documents. The execution, delivery and performance of this Agreement and all of the CSC Unit 2 Tenant Documents at Closing by CSC Unit 2 Tenant (i) are within CSC Unit 2 Tenant's limited liability company powers, (ii) have been or will be duly authorized by all necessary limited liability company action, and (iii) do not violate the organizational documents of CSC Unit 2 Tenant, or, any order, judgment or decree to which CSC Unit 2 Tenant is a party or by which it is bound.

(d) The copy of the Original PSA and PSA Assumption and Amendment attached hereto as Exhibit A-1 and A-2, respectively, is a true, correct and complete copy of the PSA, and the PSA has not been modified, amended or terminated except as attached hereto, and, to CSC's knowledge, is in full force and effect. To CSC's actual knowledge, there is no default, event of default, or breach under the PSA by CSC, or to CSC's knowledge, by Seller and no event has occurred that with the notice and the expiration of applicable cure or grace period would constitute a default under the PSA.

(e) CSC is the "Purchaser" and sole holder of the PSA, and has not heretofore assigned, sold, mortgaged, encumbered, pledged or transferred, in whole or in part, its interest in the PSA other than its interest in the Store Unit to CSC Store Purchaser and, except with respect to this Agreement, has not entered into any contract, binding understanding, binding agreement or binding arrangement with any Person to sell, transfer or convey, all or any portion of the PSA or any participation interest therein, other than its interest in the Store Unit to CSC Store Purchaser. There are no rights of first offer to purchase, rights of first refusal to purchase, purchase options or similar rights entered into by CSC pertaining to the PSA.

(f) The execution and delivery of this Agreement and the performance by CSC of its obligations hereunder do not require any consent of or filing with or notification to any Governmental Authority by CSC, or violate any foreign, federal, state or local laws, common laws, regulations, rules, ordinances, orders, codes, licenses, permits, decrees and judgments of or by any Governmental Authority to CSC.

(g) CSC is not a "foreign person" within the meaning of Section 1445 of the Code.

(h) CSC has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, admitted in writing its inability to pay its debts as they come due, made an offer of settlement, extension or composition to its creditors generally or, to CSC's knowledge, suffered (i) the filing of any involuntary petition in bankruptcy, (ii) the filing of any involuntary petition by any of its creditors, (iii) the appointment of a receiver to take possession of all, or substantially all, of its assets, (iv) the attachment or other judicial seizure of all, or substantially all, of its assets.

(i) Neither CSC nor any of CSC's affiliates, nor, to CSC's knowledge, any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Agreement, is or will be (i) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department's OFAC list of prohibited countries, territories, "specifically designated nationals" or "blocked person" (each a "**Prohibited Person**") (which lists can be accessed at the following web address: http://www.ustreas.gov/offices/enforcement/ofac/), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Person; (ii) engaging in certain dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (iii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; (iv) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (v) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (A) any U.S. anti-money laundering law, (B) the Foreign Corrupt Practices Act, (C) the U.S. mail and wire fraud statutes, (D) the Travel Act, (E) any similar or successor statutes or (F) any regulations promulgated under the foregoing statutes.

(j) Neither CSC nor any affiliate of CSC is or is acting on behalf of: (i) an "employee benefit plan" within the meaning of Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), (ii) a "plan" within the meaning of Section 4975 of the Code, or (iii) an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. §2510.3-101, as modified by Section 3(42) of ERISA, of any such employee benefit plan or plan.

(k) The organizational chart of CSC and Ground Tenant attached hereto as Exhibit E is true, complete and correct. CSC has provided to MSP all such financial and other information as is reasonably necessary for MSP to determine the full, anticipated capitalization of the Ground Tenant and the Project.

(l) The Alternative Agreement is the only written or oral agreement that has been entered into by CSC or any affiliate of CSC with the Hotel Union, 32BJ, L94 (as such terms are defined in the Ground Lease) or any other labor union or organization with respect to the Project (or any employees to be employed at the Project). A true, correct and complete copy of the Alternative Agreement is attached to the PSA Assumption and Amendment.

(m) CSC (i) has provided to MSP all documents and related information in its possession with respect to the SRO Tenants, (ii) has provided to MSP all documents and related information in its possession with respect to the history of the Building pertinent to Ground Tenant's proposed plans for satisfying the CONH Requirement in accordance with the Ground Lease, and (iii) does not, to its knowledge, know of any material fact or circumstances that would be reasonably likely to result in a CONH Application Denial or finding of harassment with respect to the SRO Tenants.

(n) CSC acknowledges, understands, warrants and agrees to comply with its continuing obligation to advise MSP of any and all changes in information pertaining to the Building which must be disclosed in the CONH Application and/or CONH Exemption Application. CSC shall update any CONH Application and/or CONH Exemption Application to adjust for any such information prior to Closing (any such changes, modifications or supplements to be approved by MSP in its reasonable discretion) and, after Closing, in accordance with the Ground Lease.

Each of the representations set forth in this Section 8 shall be deemed to have been remade by CSC at and as of the Closing Date with the same force and effect as it first made on and as of the Effective Date.

9. **MSP's Representations and Warranties.** MSP represents and warrants to CSC that the following are true and correct as of the Effective Date:

(a) this Agreement, the Ground Lease, the Sublease and each Closing Document to be executed and delivered by MSP hereunder (collectively, "**MSP's Documents**") constitutes the legal, valid and binding obligation of MSP, enforceable against MSP in accordance with its terms. MSP has taken all necessary limited liability company action to authorize and approve the execution and delivery of this Agreement and all of MSP's Documents and the consummation of the transactions contemplated thereby.

(b) the execution and delivery of this Agreement and MSP's Documents and the performance by MSP of its obligations hereunder do not and will not (a) conflict with or violate any judgment, order, writ, injunction or decree of any Governmental Authority with jurisdiction over MSP, or (b) violate or constitute a default under any material document or instrument to which MSP is a party or is bound or any of MSP's limited liability company formation or governing documents.

(c) MSP is a limited liability company validly existing, and is, or shall be at the Closing, in good standing under the laws of the State of Delaware and, has the full power and authority to execute and deliver this Agreement, the Ground Lease, the Sublease and all documents executed and delivered by it pursuant to this Agreement

(d) MSP is not and is not acting on behalf of: (i) an "employee benefit plan" within the meaning of ERISA, (ii) a "plan" within the meaning of Section 4975 of the Code, or (iii) an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. §2510.3-101, as modified by Section 3(42) of ERISA, of any such employee benefit plan or plan.

(e) Neither MSP nor any of MSP's affiliates, nor, to MSP's knowledge, any of their respective brokers or other agents acting in any capacity in connection with the transactions contemplated by this Agreement, is or will be (i) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Person; (ii) engaging in certain dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (iii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; (iv) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (v) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (A) any U.S. anti-money laundering law, (B) the Foreign Corrupt Practices Act, (C) the U.S. mail and wire fraud statutes, (D) the Travel Act, (E) any similar or successor statutes or (F) any regulations promulgated under the foregoing statutes.

Each of the representations set forth in this Section 8 shall be deemed to have been remade by MSP at and as of the Closing Date with the same force and effect as it first made on and as of the Effective Date.

10. **10th Floor Sublease.** Each of CSC and MSP acknowledge and agree that (i) pursuant to the terms of the 10th Floor Lease, 10th Floor Lessor is entitled to ten (10) days' prior written notice of any sublease of the 10th Floor Lease, and (ii) in order to accommodate such obligations, the Sublease shall not

be deemed to be in full force and effect until ten (10) days after the Closing Date. Notwithstanding the foregoing or anything else to the contrary set forth in this Agreement or the Sublease, Subtenant shall be liable for all obligations, indemnities and liabilities under the Sublease immediately upon the Closing Date (including, without limitation, the payment of rent thereunder), but shall not take possession of the 10th Floor Unit until the Sublease becomes effective in accordance with its terms.

11. **Apportionments.** Any and all amounts apportioned as of the Closing Date in accordance with Section 11 of the PSA to which the Purchaser is entitled with respect to the Owned Units and the 10th Floor Unit shall be retained by CSC in accordance with the Ground Lease and Sublease, as applicable. Any and all amounts apportioned as of the Closing Date in accordance with Section 11 of the PSA to which Seller is entitled with respect to the Owned Units and the 10th Floor Unit, if received by MSP or CSC after the Closing, shall be delivered to Seller in accordance with the terms of the PSA. For the avoidance of doubt, CSC Store Unit Purchaser shall be solely responsible for any and all such amounts (whether due to Seller or CSC Store Unit Purchaser under the PSA) with respect to the Store Unit and MSP shall have no liability therefor.

12. **Employee Matters**. MSP and CSC hereby acknowledge and agree that, notwithstanding MSP's execution and delivery of the Alternative Agreement Assignment, CSC shall be solely responsible for and shall indemnify and hold harmless MSP and any Indemnified Parties against any Losses resulting from or in any way relating to the performance of all obligations under the Alternative Agreement, as further set forth in the Ground Lease and Indemnity Agreement. The provisions of this Section 12 shall survive Closing and any termination of this Agreement.

13. **Local Law 11 Work.**

(a) Pursuant to the terms of the PSA Assumption and Amendment, from and after Closing, CSC shall be solely responsible for overseeing and completing any remaining Cycle 8 Local Law 11 Work pursuant to Section 13.9 of the PSA and the PSA Assumption and Amendment. Notwithstanding the foregoing or anything else to the contrary set forth in the PSA, CSC shall keep MSP informed of the progress of CSC's completion of any remaining Cycle 8 Local Law 11 Work.

(b) If Ground Tenant or Subtenant shall default in any of its obligations under the Ground Lease or Sublease, respectively, and such default shall be continuing beyond any applicable notice and cure period, CSC shall assign all of its rights under the Cycle 8 Local Law 11 Contracts with respect to the remaining Cycle 8 Local Law 11 Work to MSP and, thereafter, MSP shall have sole discretion to make any and all decisions with respect to same. Any out-of-pocket costs and reasonable expenses incurred by MSP in connection with any such assignment of CSC's rights with respect to the Cycle 8 Local Law 11 Work shall be paid by Ground Tenant as Additional Rent under the Ground Lease. MSP may proceed in its own name or in the name of CSC in connection with the enforcement of such agreements, and CSC agrees to execute any and all powers, authorizations, consents and other documents reasonably required by MSP in connection therewith.

(c) The provisions of this Section 12 shall survive Closing.

14. **Holdback Escrow Agreement; Surviving Seller Representations.**

(a) Pursuant to the PSA Assumption and Amendment, (i) Seller shall be deemed to remake the Surviving Seller Representations on the Closing Date for the benefit of CSC only, (ii) Seller shall have no liability to MSP for any breach of the Surviving Seller Representations and (iii) any rights of

Purchaser under the PSA with respect to the Holdback Escrow Agreement shall be exercised by CSC (and Seller shall only be responsible to CSC with respect to its obligations under the Holdback Escrow Agreement and Section 8.2 of the PSA). Notwithstanding the foregoing, each of CSC and MSP acknowledge and agree that, in the event of a breach of any Surviving Seller Representation, depending on the nature of the breach and the circumstances at the time, such breach may result in and each of MSP and CSC may have reasonable claims for Damages as a result of such breach and, therefore, CSC shall not be permitted to commence a Proceeding with respect to any Damages under Section 8.2 of the PSA or otherwise seek a claim for Damages in accordance with Section 8.2 of the PSA or the Holdback Escrow Agreement without the consent of MSP, which consent shall not be unreasonably withheld.

(b) Accordingly, if, prior to the termination of the Survival Period, either MSP or CSC receives notice or obtains any other information which indicates that any Surviving Seller Representation set forth in the PSA was not true in any material respect as of the Closing Date (any such notice or information, "Seller Breach Information"), the following shall apply:

i. Each party shall promptly notify the other of any Seller Breach Information obtained by it (but in no event later than five (5) Business Days following such party's receipt thereof).

ii. If, after receipt of such Seller Breach Information, either party believes that CSC is entitled to (and should) commence a Proceeding against Seller for Damages with respect to any such Seller Breach Information in accordance with Section 8.2 of the PSA, such party (in such capacity, the "Electing Party") shall notify the other (in such capacity, the "Evaluating Party") of such fact, which notice (the "Proceeding Notice"), shall specify in reasonable detail (i) the nature and scope of the Damages to be claimed in the Proceeding and (ii) any backup documentation, evidence or other information reasonably necessary to demonstrate the validity of such claim.

iii. For a period of fifteen (15) Business Days following the Evaluating Party's receipt of a Proceeding Notice from the Electing Party (or such shorter period as is reasonably necessary to ensure that any potential Proceeding may be brought prior to termination of the Survival Period in accordance with the PSA), the parties shall negotiate, in good faith, as to (A) whether to commence a Proceeding under the PSA, (B) the amount of the Damages to be sought by CSC (on behalf of CSC and MSP, as applicable) in the Proceeding, and (C) if the parties mutually agree to commence the Proceeding and are successful such that CSC is entitled to a release of any funds from Escrow Agent in accordance with the Holdback Escrow Agreement, how such funds should be allocated as between MSP and CSC in accordance with their respective claims for Damages.

iv. If the parties mutually agree that CSC should commence a Proceeding in accordance with Section 8.2 of the PSA, CSC shall select legal counsel (which legal counsel shall be reasonably acceptable to MSP) to commence the Proceeding and represent the Purchaser under the PSA. MSP shall have the right to select its own co-counsel to assist in the Proceeding at its sole cost and expense. Any and all strategy discussions, communications or work product prepared by or for CSC or its counsel with respect to any such Proceeding shall be simultaneously shared with MSP and its co-counsel, if applicable, and the parties shall mutually agree on all decisions with respect to such Proceeding and any resulting claim for Damages to be brought in accordance with the Holdback Escrow Agreement.

v. Any and all out-of-pocket costs and expenses incurred by CSC and MSP

with respect to the commencement of any Proceeding, the administration and oversight of such Proceeding, and any coordination with Escrow Agent in obtaining any release of funds pursuant to the Holdback Escrow Agreement (including, without limitation, reasonable attorneys' fees and court costs and escrow fees) shall be borne equally by CSC and MSP (and each party shall provide to the other such backup documentation as is reasonably necessary to confirm such costs and expenses).

(c) If Ground Tenant or Subtenant shall default in any of its obligations under the Ground Lease or Sublease, respectively, and such default shall be continuing beyond any applicable notice and cure period set forth in the Ground Lease or Sublease (unless the survival period under the Holdback Escrow Agreement will terminate in less than thirty (30) days from the end of such notice and cure period), CSC shall assign all of its rights under the Holdback Escrow Agreement to MSP and, thereafter, MSP shall have sole discretion to make any and all decisions with respect to same. Any out-of-pocket costs and expenses incurred by MSP in connection with any such assignment of CSC's rights with respect to the Holdback Escrow Agreement shall be paid by Ground Tenant as Additional Rent under the Ground Lease. MSP may proceed in its own name or in the name of CSC in connection with any such Proceeding, and CSC agrees to execute any and all powers, authorizations, consents and other documents required by MSP in connection therewith.

(d) Notwithstanding the foregoing if any claim for Damages relates solely to the Store Unit and does not have any proximate impact on the 10th Floor Unit or any of the Owned Units, the parties acknowledge and agree that the provision of this Section 14 shall not apply to the CSC Store Purchaser solely as to any Damages claim with respect to the Store Unit, provided CSC shall provide MSP with prior written notice of any such claim.

(e) Any dispute between the Electing Party and the Evaluating Party over whether to pursue a Proceeding under this Section 14, the nature and scope of such Proceeding (including the amount Damages to be claimed), or any of the other matters set forth in this Section 14 shall be resolved by arbitration in accordance with the provisions set forth on Exhibit G attached hereto and made a part hereof.

(f) The provisions of this Section 14 shall survive Closing.

15. **Casualty and Condemnation.** If MSP receives a Casualty/Condemnation Notice from Seller with respect to any part of the Property, MSP shall promptly deliver a copy of such Casualty/Condemnation Notice to CSC. In the event that MSP, as the purchaser under the PSA, has the right to terminate the PSA due to damage, destruction or taking of a Significant Portion of the Premises, any such election shall be made in MSP's sole but good faith discretion, following reasonable discussion with CSC (provided that the ultimate election shall be made by MSP and MSP shall have the right to unilaterally send any notice of such election to Seller within the five (5) Business Day timeframe required by the PSA).

16. **Failure to Close.**

(a) Pursuant to the PSA Assumption and Amendment, if for any reason (other than by reason of Seller's default in accordance with the PSA, which shall be governed by clauses (c) and (d) below) the Closing does not occur on the Closing Date, Seller is entitled to terminate the PSA and retain the Deposit. In such event, the following shall apply: (i) CSC shall forfeit the Deposit being held by Escrow Agent in accordance with the PSA and MSP shall have no obligation to refund CSC for any portion thereof, (ii) CSC shall pay to MSP all out-of-pocket costs and expenses incurred by MSP in connection with the evaluation, negotiation, diligence and preparation of any documentation of the transactions contemplated

by this Agreement, the PSA and the Ground Lease, including, without limitation, reasonable attorney's and consultant's fees, not to exceed Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00) and (iii) each of MSP and CSC shall have no further obligations under this Agreement and the PSA.

(b) In the event that the Closing does not occur due to Purchaser's election to terminate the PSA in accordance with Section 12 thereof (following a material casualty or condemnation), the Deposit will be refunded to CSC and CSC shall pay to MSP all out-of-pocket costs and expenses incurred by MSP in connection with the evaluation, negotiation, diligence and preparation of any documentation of the transactions contemplated by this Agreement and the PSA, including, without limitation, reasonable attorney's and consultant's fees, not to exceed Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00).

(c) In the event that the Closing does not occur due to a default by Seller under the PSA, CSC and MSP shall mutually agree to which remedy CSC shall elect to pursue under Section 15.2 of the PSA (it being acknowledged by MSP and CSC that the PSA Assumption and Amendment provides CSC Purchaser the sole right to pursue a claim against Seller under such circumstance) and the following shall apply: (A) if MSP and CSC collectively elect to pursue the remedy set forth in clause (i) of Section 15.2 of the PSA, the Deposit will be refunded to CSC and CSC shall pay to MSP all out-of-pocket costs and expenses incurred by MSP in connection with the evaluation, negotiation, diligence and preparation of any documentation of the transactions contemplated by this Agreement and the PSA, including, without limitation, reasonable attorney's and consultant's fees, not to exceed Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00); and (B) if MSP and CSC collectively elect to pursue the remedy in clause (ii) of Section 15.2 of the PSA, but specific performance is unavailable, CSC and MSP shall negotiate, in good faith, as to (x) whether to commence a proceeding for monetary damages under the PSA, (y) the amount of the damages to be sought by CSC Purchaser (on behalf of CSC and/or MSP, as applicable) in such proceeding, and (z) the nature and scope of the claims to be brought in such proceeding.

(d) In the event that CSC and MSP mutually agree to bring a proceeding for monetary damages against Seller in accordance with Section 15.2 of the PSA (and, in such proceeding, CSC Purchaser is only entitled to bring an action for damages on behalf of CSC Purchaser and its Affiliates): (i) CSC's obligations to reimburse MSP for all out-of-pocket costs and expenses incurred by MSP in connection with the evaluation, negotiation, diligence and preparation of any documentation of the transactions contemplated by this Agreement and the PSA, including, without limitation, reasonable attorney's and consultant's fees, shall not be subject to any cap except as follows: (1) the foregoing reimbursement shall be limited to the final amounts, if any, that CSC actually obtains from Seller pursuant to the final resolution of such proceeding for monetary damages against Seller, whether pursuant to a final and non-contingent settlement agreement or final and non-appealable order or judgment, and (2) before MSP is entitled to the foregoing reimbursement, CSC shall first have been refunded the full Deposit amount under the PSA and, further, MSP's reimbursement shall be limited to is equitable share of such final amounts that CSC actually obtains from Seller after CSC has been refunded the full Deposit amount under the PSA and taking into consideration the allocation of such final amounts to be equitably distributed to CSC (collectively, "**MSP Damages Limitations**"); and (ii) MSP shall be entitled to seek from CSC any and all monetary damages, including, without limitation, any special, consequential or punitive damages to which MSP would have been entitled to pursue against Seller under the PSA, also subject to the foregoing MSP Damages Limitations; however, provided that the failure to close under the PSA was due solely to Seller's default, MSP shall not bring a separate, direct action against CSC for such damages unless CSC is awarded such damages in the applicable proceeding and fails to pay same to MSP within ten (10) Business Days of receipt of such award.

(e) If the parties mutually agree that CSC Purchaser should commence a proceeding in accordance with Section 15.2 of the PSA, CSC shall select legal counsel (which legal counsel shall be

reasonably acceptable to MSP) to commence the proceeding and represent CSC Purchaser under the PSA. MSP shall have the right to select its own co-counsel to assist in the proceeding at its sole cost and expense. Any and all strategy discussions, communications or work product prepared by or for CSC Purchaser or its counsel with respect to any such proceeding shall be simultaneously shared with MSP and its co-counsel, if applicable, and the parties shall mutually agree on all decisions with respect to such proceeding and any resulting claim for damages to be brought in accordance with Section 15.2 of the PSA.

(f) Any and all out-of-pocket costs and expenses incurred by CSC and MSP with respect to the commencement of any such proceeding and the administration and oversight of such proceeding shall be borne equally by CSC and MSP (and each party shall provide to the other such backup documentation as is reasonably necessary to confirm such costs and expenses).

(g) Any dispute between the MSP and the CSC over which remedy to elect under clause (a) above, whether to commence a proceeding under the PSA or any other matters set forth in this Section 14 shall be resolved by arbitration in accordance with the provisions set forth on Exhibit G attached hereto and made a part hereof.

(h) The provisions of this Section 16 shall survive termination of this Agreement.

17. **Notices.** All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and sent to the party to which the notice, demand or request is being made by (i) certified or registered mail, return receipt requested, (ii) by nationally recognized overnight courier delivery, (iii) by hand delivery, or (iv) by email transmission as follows:

To CSC:

c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013
Attention: Sal Smeke and Alberto Smeke
Email: ss@csc-coliving.com
as@csc-coliving.com

with copy to:

Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attn: Jordan J. Metzger, Esq.
E-mail: jmetzger@coleschotz.com

To MSP:

c/o MSP Capital Investments, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Ave., Suite 350
Dallas, Texas 75219
Attn: Luke Pak
Telephone: 214-545-5576
E-mail: pak@mspcm.com

c/o MSP Capital Investments, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Ave., Suite 350
Dallas, Texas 75219
Attn: Max Lamont
Telephone: 214-545-5576
E-mail: Lamont@mspcm.com

and an additional copy to:

Duval & Stachenfeld LLP
555 Madison Avenue, 6th Floor
New York, New York 10022
Attention: Danielle Ash, Esq. and File Manager
File No.: 4308.0014
Email: Dash@dsllp.com

or to such other address as is specified by a party by notice to the other party given in accordance with the provisions of this Section 14. Any notice given in accordance with the provisions of this Section 14 shall be deemed given (i) three (3) Business Days after mailing (if sent by certified mail), (ii) one (1) Business Day after deposit of same with a nationally recognized overnight courier service (if delivered by nationally recognized overnight courier service), (iii) on the date delivery is made (if delivered by hand), or (iv) on the date delivery is made (if delivered by email) provided that notice is also sent by option (i), (ii), or (iii) above simultaneously.

18. **Entire Agreement.** This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

19. **Amendments.** This Agreement may not be changed, modified or terminated, except by an instrument executed by the parties hereto who are or will be affected by the terms of such instrument.

20. **Successors and Assigns.** The stipulations aforesaid shall inure to the benefit of, and shall bind, the heirs, executors, administrators, successors and assigns of the respective parties.

21. **Section Headings.** The headings of the various paragraphs of this Agreement have been inserted only for the purposes of convenience, and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of laws principles.

23. **Submission to Jurisdiction.** CSC AND MSP HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT SITTING IN NEW YORK COUNTY, NEW YORK OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND AGREE THAT VENUE FOR ANY SUCH ACTION OR PROCEEDING SHALL BE IN NEW YORK COUNTY, NEW YORK. MSP AND SELLER EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO SUCH VENUE AS BEING AN

INCONVENIENT FORUM.

24. **Waiver of Jury Trial.** CSC AND MSP EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY CSC AND MSP, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. CSC OR MSP, AS APPLICABLE, IS HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY CSC OR MSP, AS APPLICABLE.

25. **Enforceability.** In the event that any portion of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

26. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, and notwithstanding any other limitations on liability set forth in this Agreement, the prevailing party shall be entitled to receive from the losing party an amount equal to the prevailing party's costs incurred in such litigation, including, without limitation, the prevailing party's reasonable attorneys' fees, costs and disbursements. The provisions of this Section 26 shall survive the Closing or earlier termination of this Agreement.

27. **Counterparts; Execution by Facsimile Transmission/.PDF/Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which, when taken together, shall constitute the same instrument and one original. This Agreement may be executed by facsimile transmission or by email via .pdf format, or by other electronic means (including, without limitation, DocuSign and AdobeSign), in each case, with the same force and effect as originals.

28. **Broker.** Each of CSC and MSP represent to each other that, other than Meridian Capital Group ("**Broker**"), no broker, finder or other person brought about this transaction. CSC and MSP shall each indemnify and hold the other free and harmless from and against any damages, costs or expenses (including, but not limited to, reasonable attorneys' fees and disbursements) the indemnified party arising out of a breach of the foregoing representation. MSP shall pay the brokerage commission due to Broker pursuant to a separate agreement. The provisions of this Section 28 shall survive the Closing.

29. **Public Statements.** Unless and until the Closing occurs hereunder and under the PSA, neither MSP nor CSC will make, or permit anyone to make on their behalf, any public statement or public comment with respect to this Agreement, the PSA, the Ground Lease, or the transactions contemplated hereby, that is intended for public distribution or made to any newspaper, trade publication, or other print or other media, without the approval by the other party as to such disclosure and the information to be disclosed, which approval shall not be unreasonably withheld or delayed.

30. **Surviving Liability**.

(a) Each of the representations and warranties set forth in Section 8 (collectively, "**CSC's Representations**") shall survive the Closing for a period of one hundred eighty (180) days. Each

of the representations and warranties set forth in Section 9 (collectively, "**MSP's Representations**") shall survive the Closing for a period of one hundred eighty (180) days. If any of MSP's Representations or CSC's Representations is discovered to be untrue in any material respect after the Effective Date, and a claim is asserted within the applicable survival period set forth above, then CSC or MSP, as the case may be, shall, subject to Section 30(b) below, have the right to pursue any and all remedies available against CSC or MSP, as the case may be, as a result of such inaccuracy.

(b) Notwithstanding anything to the contrary contained in this Agreement (i) MSP shall not pursue any claim against CSC that causes damage to MSP that is less than ONE HUNDRED AND TWENTY-FIVE THOUSAND and 00/100 Dollars ($125,000.00), (ii) the maximum amount of liability that CSC shall have under any circumstance for any surviving obligation under this Agreement (including, without limitation, any obligation arising out of any CSC's Representation that survives the Closing, any indemnification or other obligation contained herein that is specifically stated to survive the Closing and any liability under any other document or instrument delivered by CSC in connection with this Agreement and/or the PSA) shall not exceed a total aggregate amount of ONE MILLION FIVE HUNDRED THOUSAND and 00/100 Dollars ($1,500,000.00), and (iii) no director, officer, employee, shareholder, member, manager, partner or agent of CSC nor any of the directors, officers, employees, shareholders, members, managers, partners or agents of any of the directors, officers, employees, shareholders, members, managers, partners or agents of CSC nor any other person, partnership, corporation or trust, as principal of CSC (collectively, the "**CSC Exculpated Parties**") shall have any personal obligation or liability hereunder, and MSP shall not seek to assert any claim or enforce any of its rights hereunder against any CSC Exculpated Party. Any damages to which MSP is entitled pursuant to a final non-applicable judgment obtained by MSP from a court of competent jurisdiction in accordance with this Section 30, at MSP's option, may be charged to Ground Tenant as Additional Rent (as such term is defined in the Ground Lease) due under the Ground Lease. The provisions of this Section 30 shall constitute the sole and exclusive remedy after Closing for breaches of CSC's Representations under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year set forth above.

CSC:

CSC HUDSON, LLC,
a Delaware limited liability company

By: _____
Name: Alberto Smeke Saba
Title: Authorized Signatory

By: _____
Name: Salomon Smeke Saba
Title: Authorized Signatory

HUDSON 1702, LLC,
a Delaware limited liability company

By: _____
Name: Alberto Smeke Saba
Title: Authorized Signatory

By: _____
Name: Salomon Smeke Saba
Title: Authorized Signatory

HUDSON 1701/1706, LLC,
a Delaware limited liability company

By: _____
Name: Alberto Smeke Saba
Title: Authorized Signatory

By: _____
Name: Salomon Smeke Saba
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year set forth above.

MSP:

356W58 GROUND LESSOR LLC,
a Delaware limited liability company

By: _____
Name: Mike Pan
Title: Authorized Signatory

Exhibit A-1

Original PSA

(Attached hereto)

EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of the 3rd day of February, 2022 (the "Effective Date"), by and between EC 58th Street LLC, a Delaware limited liability company, having an address c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022 ("Seller"), and CSC Hudson, LLC, a Delaware limited liability company, having an address c/o CSC Co-Living, 6 St. Johns Lane, New York, New York 10013 ("Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is the owner of those certain condominium units in the condominium known as 353 West 57th Street Condominium (the "Condominium") in the building (the "Building") known as and having the street address of 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York, designated and described as the "EBC Unit" (which is Unit 1 of the Condominium and which is also identified as Lot 1701) and the "Modified Hotel Unit" (which is Unit 2 of the Condominium and which is also identified as Lot 1702) (the EBC Unit and the Modified Hotel Unit, together with their respective appurtenant undivided interests in the Condominium's common elements shall be referred to herein collectively as the "Owned Units") in that certain declaration of condominium dated April 11, 1985 made by Irving Schatz (the "Original Declaration") pursuant to Article 9-B of the Real Property Law of the State of New York, as amended (the "Condominium Act") establishing a plan for condominium ownership of the Building and the land upon which the Building is situated, which Original Declaration was recorded in the New York County Office of the Register of the City of New York (the "City Register's Office") on April 24, 1985 in Reel 902 Page 1, which Original Declaration was amended by the First Amendment to Declaration made by Irving Schatz dated January 29, 1993 and recorded May 11, 1993 in Reel 1969 Page 2286 (the "First Amendment to Original Declaration"), and which Original Declaration was further amended by the Amended and Restated Declaration, dated as of February 12, 1999, made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch (the "A&R Declaration"), which A&R Declaration was recorded July 16, 1999 in Reel 2913 Page 1753 (and which A&R Declaration, by its terms, restated the Original Declaration in its entirety), and which A&R Declaration was amended by the Amendment to Amended and Restated Declaration, dated September 30, 1999, and recorded on October 27, 1999 in Reel 2979 Page 2159 (as such A&R Declaration was amended, collectively, the "Declaration", and together with the By-Laws (the "By-Laws"), Rules and Regulations (the "Rules and Regulations") and all other exhibits and schedules thereto (as amended), collectively, the "Condominium Documents"), and also designated as Tax Lots 1701 and 1702 in Block 1048 in the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York, with the Owned Units more particularly described on Exhibit A attached hereto and incorporated herein;

WHEREAS, Seller is the lessee of (i) that certain condominium unit known as the "Tenth Floor Unit" in the Condominium (which is Unit 6 of the Condominium and which is also identified as Lot 1706), pursuant to that certain Amended and Restated Lease dated as of February 11, 1999 (as amended and assigned pursuant to the following described transfers, the "10th Floor Lease") made by Irving Schatz, as lessor ("10th Floor Lessor"), and Ian Schrager Hotels LLC, as original lessee, as referenced in the memorandum of lease dated as of February 12, 1999 and

recorded March 23, 1999 in Reel 2841 Page 1872, as the 10th Floor Lease was assigned by Assignment and Assumption of Lease made by and between Ian Schrager Hotels LLC, as assignor, to Henry Hudson Holdings LLC, as assignee, dated as of February 12, 1999 and recorded March 23, 1999 in Reel 2841 Page 1882, as the 10th Floor Lease was amended by an unrecorded Amendment to Lease made by and between Irving Schatz and Henry Hudson Holdings LLC dated as of August 17, 2004, as the 10th Floor Lease was further assigned by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by and between Henry Hudson Holdings LLC, as assignor, and Seller, as assignee, dated as of November 24, 2020; and (ii) that certain condominium unit known as the "Store Unit" in the Condominium (which is Unit 4 of the Condominium and which is also identified as Lot 1704), pursuant to that certain Lease dated January 1, 1999 (as amended and assigned pursuant to the following described transfers, the "Store Unit Lease") made by Adrienne Schatz (a/k/a Adrienne Wechsler) and Cheryl Hirsch, jointly, as lessor ("Store Unit Lessor", and together with the current 10th Floor Lessor, are herein collectively referred to as the "Lessors") and Henry Hudson Holdings LLC, as original lessee, as evidenced by a memorandum of lease dated as of September 30, 1999 and recorded on October 27, 1999 in Reel 2979 Page 2172, as the Store Unit Lease was amended by unrecorded Amendment to Lease dated as of September 30, 1999, as the Store Unit Lease was further amended by the unrecorded Amendment to Lease dated as of August 13, 2004, as the Store Unit Lease was assigned by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by and between Henry Hudson Holdings LLC, as assignor, and Seller, as assignee, dated as of November 24, 2020. The 10th Floor Lease and Store Unit Lease are collectively herein referred to as the "Unit Leases". Seller acquired title to its leasehold interest in: (A) the 10th Floor Lease as the designee of Henry Hudson Holdings LLC's Leasehold Mortgagee (as that term is defined in the 10th Floor Lease) by an assignment in lieu of foreclosure dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344630; and (B) the Store Unit Lease as the designee of Henry Hudson Holdings LLC's Leasehold Mortgagee (as that term is defined in the Store Unit Lease) by an assignment in lieu of foreclosure dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344629. Seller's right, title, and leasehold interest in and to the 10th Floor Unit and the Store Unit pursuant to the Unit Leases are herein collectively referred to as the "Leased Units", with the Leased Units more particularly described on Exhibit A attached hereto. The Owned Units and the Leased Units are herein collectively referred to as the "Units";

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, Seller and Purchaser covenant and agree as follows:

Article 1. Premises.

1.1 Premises. Seller shall sell and convey to Purchaser, and Purchaser shall purchase from Seller, upon the terms, covenants and conditions hereinafter set forth all of Seller's right, title and interest in and to:

(i) the Owned Units and any and all fixtures and improvements owned by Seller erected thereon and therein;

(ii) the Leased Units and any and all fixtures and improvements owned by Seller erected thereon and therein;

(iii) any equipment, appliances, building materials, fixtures and other similar personal property attached or appurtenant to the Units, to the extent owned by Seller and not owned by the Condominium or by any occupants occupying the single resident occupancy units set forth on the SRO Schedule (as hereinafter defined) within the Units (such occupants, collectively, "Tenants"), all in their presently existing "as is" condition and state of repair on the date hereof, subject to reasonable wear and tear between the date hereof and Closing Date (as hereinafter defined) (collectively, the "Fixtures");

(iv) all easements, covenants and other rights adjoining or appurtenant to the Units (together with the Owned Units and the Leased Units, the "Real Property");

(v) to the extent assignable, all warranties, if any, issued to the Seller by any manufacturer or contractor in connection with construction or installation of equipment or any component of the improvements included as part of the Units (the "Warranties");

(vi) to the extent assignable, all governmental and public certificates, permits, licenses, entitlements, agreements, development rights, variances, waivers, estoppels, bonds, claims and rights (including those in favor of Seller from any contractor, subcontractor, manufacturer or other person relating to the construction, maintenance, operation or repair of the Real Property or any component thereof), and approvals relating to the operation, use, maintenance or occupancy of the Units, including, without limitation, any certificate(s) of occupancy (collectively, the "Permits");

(vii) items of tangible personal property including, but not limited to, all furniture, fixtures, machinery, security systems, china, glassware, silverware, kitchen and bar small goods, guest supplies, operating supplies, printing, stationary and uniforms, whether in use or held in reserve storage in connection with the former operation of the Units as a hotel, reserve stock of linens, towels, paper goods, soaps, cleaning supplies and the like with respect to the former operation of the Units as a hotel, and other tangible personal property of every kind and nature located in the Units and owned by Seller (collectively, the "Personal Property") other than the personal property listed on Schedule L attached hereto (the "Excluded Personal Property"); and

(viii) all management, service and maintenance contracts or other agreements of similar nature affecting the Premises or the operation thereof (collectively, the "Service Contracts") which Purchaser has elected in its sole and absolute discretion at least forty-five (45) days prior to the Closing Date to assume (the "Designated Service Contracts"), and which Designated Service Contracts shall remain in effect after Closing, as the same may be amended, modified or extended from time to time in accordance with the terms of this Agreement.

All of the foregoing shall collectively be referred to herein as the "Premises".

Article 2. Purchase Price.

2.1 The purchase price for the Premises is TWO HUNDRED SEVEN MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS ($207,500,000.00) (the "Purchase Price"), and is payable by Purchaser as follows:

(a) Purchaser shall deposit TEN MILLION and 00/100 DOLLARS ($10,000,000.00) (the "Deposit"), with First American Title Insurance Company ("Escrow Agent"), by wire transfer of immediately available Federal funds, on or before 5:00 P.M. (New York time) on the date that is two (2) Business Days after the execution of this Agreement by Purchaser and Seller, as a downpayment toward the Purchase Price, which Deposit shall be non-refundable (except as otherwise set forth herein) and held and disbursed by Escrow Agent pursuant to the terms and conditions of this Agreement. Upon receipt by Escrow Agent of the Deposit, Escrow Agent shall cause the Deposit to be deposited into an interest-bearing account at a national bank selected by Escrow Agent. All interest on the Deposit becomes part of the Deposit and any interest thereon will be applied to payment of the Purchase Price at Closing.

(b) The balance of the Purchase Price, in an amount equal to the difference between the Purchase Price and the Deposit, subject to adjustments and credits as provided for herein (the "Balance") shall be paid by Purchaser on the Closing Date (as hereinafter defined), by wire transfer of immediately available Federal funds to an account or accounts designated by Seller (which Closing and wire transfer shall be facilitated through Escrow Agent).

(c) Purchaser and Seller shall exercise commercially reasonable efforts to agree upon the allocation of the Purchase Price between the Real Property, on the one hand, and the Personal Property, Fixtures, Warranties, and Permits, on the other hand, prior to Closing. With respect to the remaining allocation of the Purchase Price allocable to the Real Property, Seller and Purchaser agree to allocate 10-15% to any right, title and interest in and to the land (and land-equivalents) being conveyed, and 85-90% to any right, title and interest in and to the Building being conveyed. If Purchaser and Seller cannot agree upon the allocation of the Purchase Price, each party shall file federal, state and local returns based on each party's own determination of the proper allocations of the Purchase Price, each bearing its own consequences of any discrepancies; provided, however, that Seller's allocation shall be used for all transfer tax and similar filings.

Article 3. Closing.

3.1 Closing of title to the Premises (the "Closing") shall take place on April 4, 2022, through an escrow-style closing conducted by the Escrow Agent and Title Company, whereby Purchaser and Seller and their respective attorneys consummate the Closing without being physically present at the offices of the Escrow Agent or Title Company to exchange closing documents and required funds through escrow, TIME BEING OF THE ESSENCE with respect to Purchaser's and Seller's obligation to close on or before 3:00 pm EST on such date (such date hereinafter referred to as the "Closing Date"). Notwithstanding the foregoing, Purchaser shall have a one-time right to extend the Closing Date by a period not to exceed thirty (30) days, such right exercisable by giving notice thereof to Seller at least five (5) Business Days before the then-scheduled Closing Date. Notwithstanding the notice methods provided for in Article 17, the

foregoing Closing Date extension notice may be provided solely by electronic mail delivery from counsel for Purchaser to counsel for Seller.

Article 4. Permitted Exceptions.

4.1 The Premises shall be sold and conveyed, and Purchaser shall accept title to the Premises, subject to the following matters (collectively, the "Permitted Exceptions"):

(a) The matters set forth on Schedule A hereof;

(b) The Unit Leases;

(c) All covenants, easements, reservations, restrictions and agreements of record, affecting the Premises, provided same do not prohibit or interfere in any material respect with the current use of the Premises;

(d) Any and all present and future laws, regulations, restrictions, requirements, ordinances, resolutions and orders affecting the Premises, including, without limitation, any laws relating to zoning, building, environmental protection and the use and occupancy of the Premises;

(e) Real estate taxes that are a lien, but are not yet due and payable, subject to adjustment at Closing, as provided for herein;

(f) Grants made prior to the date hereof of licenses or easements or other rights in favor of any public or private utility company or governmental entity for, or pertaining to, utilities, sewers, water mains or drainage, whether or not of record, provided same do not prohibit or interfere in any material respect with the current use of the Premises;

(g) The state of facts shown on or by the survey prepared by Montrose Surveying Co., LLP., with a survey update date of January 10, 2022 (the "Survey"), and any additional state of facts or physical condition which a current accurate survey or physical inspection of the Premises would disclose, provided same do not prohibit or interfere in any material respect with the current use of the Premises;

(h) Intentionally omitted;

(i) The lien of any water charges or sewer rents that are not yet due and payable, subject to adjustment as hereinafter provided;

(j) Rights of Tenants to occupy rooms or units within the Premises;

(k) The Condominium Documents;

(l) Any other matters that would constitute objections to title under Section 5.1 and with respect to which the Title Company (as hereinafter defined) certifies that it will insure title to the Premises free of such matters, at regular rates without the payment of additional premiums, for the Purchaser and Purchaser's successors and assigns; and

(m) The standard printed exceptions appearing on the title policy to be issued by the Title Company.

4.2 The Permitted Exceptions shall not constitute grounds for objection by Purchaser, and Seller shall have no obligation to remove any Permitted Exception as a condition to Purchaser's obligation to purchase the Premises in accordance with this Agreement. Notwithstanding anything to the contrary in this Article 4, on or prior to the Closing Date, Seller shall pay, discharge and otherwise remove of record, at Seller's sole cost and expense, all of the following: (i) any mortgages, deeds of trust or other security instruments for any financing placed by Seller on the Real Property and all of the mortgages as reflected in the Mortgage Schedule of the Commitment (defined herein) and set forth on Schedule E hereof, (ii) taxes that are then due and payable or delinquent as of Closing, (iii) liens and other encumbrances (other than Permitted Exceptions) which Seller has intentionally placed on the Real Property whether existing before or after the date hereof, (iv) any mechanic's lien except (x) those resulting from the acts or omissions of Purchaser or Purchaser's agents and (y) those which are the responsibility of any Unit Lessor under the Unit Leases, (v) all financing statements and other liens or encumbrances that secures indebtedness of Seller including those set forth on Schedule E hereof, (vi) judgment liens against the Seller, and (vii) any other title exception (which is not a Permitted Exception) that may be removed by payment of an ascertainable and liquidated amount which in the aggregate does not exceed $2,100,000.00 (collectively, the "Mandatory Removal Items"). Seller shall pay, discharge, and otherwise remove of record on or prior to Closing, at Seller's sole cost and expense, all Mandatory Removal Items regardless of whether or not Purchaser provides written notice of the requirement to pay, discharge, and otherwise remove the Mandatory Removal Items.

Article 5. State of Title; Objections.

5.1 Purchaser acknowledges receipt of (i) that certain Title Examination Report issued by Royal Abstract of New York LLC ("Title Company") as agent for Escrow Agent under Title No. 915047 with effective date of December 8, 2021 (the "Commitment"), and (ii) the Survey. At Closing, Purchaser may cause title to the Premises to be insured by the Title Company at Purchaser's sole cost and expense. Except as otherwise expressly provided in this Agreement, Seller shall have no obligation to remove any exception to title other than the Mandatory Removal Items. Purchaser unconditionally waives any right to object to any matters set forth in the Commitment and the Survey, except for the Mandatory Removal Items and those matters set forth in the Commitment and listed on Schedule E attached hereto and incorporated herein. If exceptions to title appear on any update or continuation of the Commitment (each a "Continuation") which are not Permitted Exceptions, Purchaser shall notify Seller thereof in writing within the earlier of five (5) Business Days after Purchaser receives such Continuation and the last Business Day prior to the Closing Date, **TIME BEING OF THE ESSENCE**, and Seller shall have five (5) Business Days (with any attendant extension of the Closing Date if Purchaser's written notice if delivered less than five (5) Business Days prior to the then scheduled Closing Date) to elect to attempt to eliminate such exception or not. If Seller fails to respond after such five (5) Business Day period it shall be deemed that Seller has elected not to eliminate such exceptions. If Seller is unable, or elects not to attempt, to eliminate such exceptions to title, or if Seller elects to attempt to eliminate any such exceptions to title but is unable to do so or thereafter decides not to eliminate the same, and accordingly, is unable to convey title to the Premises in accordance with the provisions of this Agreement, Seller shall so notify Purchaser and, within five (5) Business Days after receipt of such

notice from Seller, Purchaser shall elect either (i) to terminate this Agreement by notice given to Seller and Escrow Agent (**TIME BEING OF THE ESSENCE** with respect to Purchaser's notice), in which event, neither party to this Agreement shall have any further rights or obligations hereunder, except that Escrow Agent shall refund to Purchaser the Deposit (together with all interest thereon, if any) and except for the rights and obligations hereunder that expressly survive the termination of this Agreement, or (ii) to accept title to the Premises subject to such exceptions, without any abatement of the Purchase Price. If Purchaser shall not notify Seller of such election within such five (5) Business Day period, **TIME BEING OF THE ESSENCE**, Purchaser shall be deemed to have elected clause (ii) above with the same force and effect as if Purchaser had elected clause (ii) within such five (5) Business Day period. Notwithstanding the notice methods provided for in Article 17, the notices provided for in this Section 5.1 may be provided solely by electronic mail delivery by counsel for either party.

5.2 If the Commitment or any Continuation discloses judgments, bankruptcies or similar returns against persons or entities having names the same as or similar to that of Seller but which returns are not against Seller, Seller, on request, shall deliver to Purchaser and Title Company affidavits reasonably acceptable to Seller and Title Company to the effect that such judgments, bankruptcies or returns are not against Seller, in form and substance sufficient to permit removal of same as exceptions in Purchaser's title policy.

5.3 If the Commitment or any Continuation discloses exceptions (other than the Permitted Exceptions) which (i) may be removed solely by reference to Seller's existing title policy, or (ii) were created, consented to or affirmatively permitted by Seller in writing after the date hereof, then Seller shall remove such exceptions. Notwithstanding the foregoing, Seller, at its option in lieu of satisfying such exceptions, may deposit with Title Company such amount of money and provide such documentation, affidavits and indemnities as may be reasonably determined by Title Company as being sufficient to induce it to insure Purchaser against collection of such liens and/or encumbrances, including interest and penalties, out of or against the Real Property, in which event such exceptions shall not be objections to title.

5.4 Seller shall be entitled to one or more adjournments of the Closing Date, not to exceed sixty (60) days in the aggregate, to remove any exceptions to title which Seller is obligated to remove under this Agreement or elects to attempt, but is not obligated, to remove.

5.5 Notwithstanding the foregoing provisions of this Article 5, in the event that Title Company or any title company retained by Purchaser shall raise an exception to title which is not a Permitted Exception, Seller shall have no obligation to eliminate such exception and Purchaser shall have no right to terminate the Agreement by reason of such exception (and such exception shall be deemed a Permitted Exception) if Title Company or a nationally recognized title company, as applicable, shall be prepared to insure title to the Premises at regular rates without such exception.

5.6 Purchaser shall pay the costs of examination of title and any owner's or mortgagee's policy of title insurance to be issued insuring Purchaser's title to the Premises, as well as all other title charges, survey fees, recording charges (other than to remove of record or satisfy Mandatory Removal Items and the costs to remove, satisfy or cure such other exceptions and title matters

which Seller elects to cure pursuant to Section 5.1) and any and all other title and survey costs or expenses incident to the Closing or in connection therewith.

5.7 Notwithstanding anything in this Article 5 hereof to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for the documents delivered at Closing and such matters which are expressly stated in this Agreement to survive the Closing, to the limit of such survival.

5.8 At Closing, Seller shall convey, transfer, grant and set over to Purchaser, fee simple title to the Owned Units and leasehold title to the Leased Units, free and clear of encumbrances, except only the Permitted Exceptions and any other encumbrances and exceptions expressly approved by Purchaser in writing.

Article 6. Responsibility for Violations.

6.1 Purchaser shall acquire the Premises subject to all violations of building, fire, sanitary, environmental, housing and similar laws and regulations, whether or not noted or issued on the date hereof or on the Closing Date (collectively, "Violations"), including, but not limited to, those the removal of or compliance with which are the responsibility of Tenants, Unit Lessors under the Unit Leases or the Board of Managers under the Condominium Documents. Seller shall have no obligation to cure or remove any Violations on or before Closing, except that Seller shall be responsible for, and pay at Closing, any penalties or fines imposed on or before the Closing in connection with any Violations issued with respect to the Premises prior to the Closing Date (it being understood and agreed that it shall be Purchaser's responsibility, at its sole cost and expense, to pay any fines or penalties that accrue or arise after the Closing Date, even if the Violation was assessed or noted prior to the Closing Date).

Article 7. Condition of the Premises; "As-Is"; Rights of Inspection.

7.1 Purchaser shall accept the Premises at the Closing in its "as is" condition as of the date hereof and as of the Closing Date, reasonable wear and tear and any further deterioration of the condition of the Premises caused by or arising out of any casualty that may have occurred prior to the date hereof excepted, and subject to (x) the provisions of Article 12 hereof in the event of a casualty or condemnation and (y) Seller's compliance with the covenants contained in Article 13 hereof. Seller shall not be liable for any latent or patent defects in the Premises or bound in any manner whatsoever by any guarantees, promises, projections, operating expenses or other information pertaining to the Premises made, furnished or claimed to have been made or furnished, whether orally or in writing, by Seller, the Boards of Managers of the Condominium (the "Board of Managers") under the Condominium Documents, the Lessors or any other person or entity, or any partner, employee, agent, attorney or other person representing or purporting to represent Seller, except to the extent expressly set forth in this Agreement or in any document or instrument expressly required in this Agreement to be delivered at Closing (collectively, the "Closing Documents"). Purchaser acknowledges that neither Seller nor any of the employees, agents or attorneys of Seller have made or do make any oral or written representations or warranties

whatsoever to Purchaser, whether express or implied, except as expressly set forth in this Agreement or in any Closing Document, and, in particular, that no such representations and warranties have been made by Seller with respect to the physical, environmental condition or operation of the Premises, the presence, introduction or effect of hazardous materials at or affecting the Premises, the actual or projected revenue and expenses of the Premises, the zoning and other laws, regulations and rules or environmental laws applicable to the Premises or the compliance of the Premises therewith, the current or future real estate tax liability, assessment or valuation of the Premises, the availability of any financing for the alteration, rehabilitation or operation of the Premises from any source, including, without limitation, any state, city or Federal government or any institutional lender, the current or future use of the Premises, including, without limitation, the use for residential or commercial purposes, the present and future condition and operating state of any and all machinery or equipment in the Premises and the present or future structural and physical condition of the Building or its suitability for rehabilitation or renovation, the ownership or state of title of any Personal Property, the quantity, quality or condition of the Personal Property or Fixtures, the use or occupancy of the Premises or any part thereof, or any other matter or thing affecting or relating to the Premises, or the transactions contemplated hereby, except as specifically set forth in this Agreement or in any Closing Document.

7.2 Purchaser has not relied and is not relying upon any representations or warranties or upon any statements made in any informational materials with respect to the Premises provided by Seller or any other person or entity, or any shareholder, employee, agent, attorney or other person representing or purporting to represent Seller, other than the representations and warranties expressly set forth in this Agreement or in any Closing Document.

7.3 PURCHASER ACKNOWLEDGES THAT SELLER AND CERTAIN OF ITS AFFILIATES, AGENTS, ATTORNEYS, CONSULTANTS AND REPRESENTATIVES PROVIDED TO PURCHASER OR MADE AVAILABLE TO PURCHASER (IN THE DATA ROOM, DELIVERED (VIA EMAIL) DIRECTLY TO PURCHASER AND/OR PURCHASER'S AGENTS AND CONSULTANTS INCLUDING ITS ATTORNEYS, OR CONTAINED IN THE SCHEDULES AND EXHIBITS ANNEXED HERETO), CERTAIN DUE DILIGENCE MATERIALS IN SELLER'S POSSESSION RELATING TO THE PREMISES AND THE USE AND OPERATION THEREOF (WITH ALL SUCH DOCUMENTS AND MATERIALS HERETOFORE PROVIDED TO PURCHASER OR PURCHASER'S AGENTS, TOGETHER WITH ANY COPIES OR REPRODUCTIONS OF SUCH DOCUMENTS OR MATERIALS, OR ANY SUMMARIES, ABSTRACTS COMPILATIONS OR OTHER ANALYSES MADE BY OR FOR PURCHASER BASED ON THE INFORMATION IN SUCH DOCUMENTS OR MATERIALS REFERRED TO COLLECTIVELY HEREIN AS "SELLER DUE DILIGENCE MATERIALS"). PURCHASER ACKNOWLEDGES AND AGREES THAT ANY SELLER DUE DILIGENCE MATERIALS DELIVERED OR TO BE DELIVERED BY ANY SELLER RELATED PARTIES TO PURCHASER ARE BEING MADE AVAILABLE SOLELY AS AN ACCOMMODATION TO PURCHASER AND, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY SELLER RELATED PARTY AS TO THEIR ACCURACY OR COMPLETENESS OF FACTS OR OPINIONS SET FORTH THEREIN AND THAT ANY RELIANCE BY PURCHASER ON SUCH REPORTS OR OTHER DOCUMENTS IN CONNECTION WITH THE PURCHASE OF THE PREMISES IS UNDERTAKEN AT PURCHASER'S SOLE RISK. OTHER THAN AS EXPRESSLY SET FORTH IN THIS

AGREEMENT OR IN ANY CLOSING DOCUMENT, PURCHASER AGREES THAT NO SELLER RELATED PARTY HAS ANY LIABILITY OR OBLIGATION WHATSOEVER FOR ANY INACCURACY IN OR OMISSION FROM THE SELLER DUE DILIGENCE MATERIALS, OFFERING MATERIALS PREPARED IN CONNECTION WITH THE SALE OF THE PROPERTY OR ANY REPORT OR OTHER DOCUMENTS MADE AVAILABLE TO PURCHASER OR PURCHASER'S AGENTS. PURCHASER ACKNOWLEDGES THAT SELLER HAS PROVIDED THE OPPORTUNITY FOR PURCHASER TO MAKE INSPECTIONS AND THAT PURCHASER HAS CONDUCTED ITS OWN INVESTIGATION OF THE CONDITION OF THE PREMISES, TO THE EXTENT PURCHASER DEEMS SUCH AN INVESTIGATION TO BE NECESSARY OR APPROPRIATE.

7.4 Without limiting the generality of the foregoing, Purchaser acknowledges that it has had an opportunity to conduct its own investigation of the Premises with regard to Hazardous Materials and compliance of the Premises with Relevant Environmental Laws. Purchaser agrees to take title to the Premises subject to all costs and liabilities arising out of or in any way relating to Hazardous Materials and Relevant Environmental Laws, and Purchaser acknowledges that Seller shall not have any responsibility for any such costs and liabilities. Purchaser hereby releases Seller, its principals and affiliates, and their respective officers, directors, members, managers, partners, agents, employees, successors and assigns (collectively, the "Seller Related Parties"), from and against any and all claims, counterclaims and causes of action which Purchaser may now or in the future have against any of the foregoing parties arising out of the existence of Hazardous Materials affecting the Premises. For purposes of this Agreement: the term "Hazardous Materials" means any mold, solid wastes, toxic or hazardous substances, wastes or contaminants, polychlorinated biphenyls, paint or other materials containing lead, urea formaldehyde foam insulation, radon, asbestos, and asbestos containing material, petroleum product and any fraction thereof as any of these terms is defined in or for the purposes of any Relevant Environmental Laws (as hereinafter defined), and any Pathogen (as hereinafter defined); the term "Pathogen" means any pathogen, toxin or other biological agent or condition, including but not limited to, any fungus, mold, mycotoxin or microbial volatile organic compound; and the term "Relevant Environmental Laws" means any and all laws, rules, regulations, orders and directives, whether federal, state or local, applicable to the Premises or any part thereof with respect to the environmental condition of the Premises or any part thereof, and any activities conducted on or at the Premises, including by way of example and not limitation: (i) Hazardous Materials; (ii) air emissions, water discharges, and any other environmental, health or safety matter; (iii) the existence of any underground storage tanks that contained or contain Hazardous Materials; and (iv) the existence of pcb contained electrical equipment.

7.5 Intentionally omitted.

7.6 Purchaser hereby releases Seller and the Seller Related Parties, from and against any and all claims, counterclaims and causes of action which Purchaser may now or in the future have against any of the foregoing parties arising out of the existence of Hazardous Materials affecting the Premises.

7.7 Purchaser and/or Purchaser's designees, agents, advisors, representatives, employees, consultants, appraisers, engineers, contractors and prospective lenders and such prospective lenders' agents, advisors and representatives ("Purchaser's Representatives"), from

time to time before the Closing and during regular business hours, upon at least two (2) Business Days' prior written notice to Seller, may inspect the Premises, provided that (i) Purchaser shall not communicate with any employees of Seller or Seller's managers or contractors or with Tenants or occupants of the Premises without, in each instance, the prior written consent of Seller, which consent may be withheld in Seller's sole discretion, (ii) Purchaser shall not perform any tests with respect to such Premises without the prior written consent of Seller in each instance, which consent shall not be unreasonably withheld, conditioned or delayed; provided however, if such tests are invasive Seller shall have the right to withhold its consent to such tests in its sole and absolute discretion, and (iii) Purchaser shall have no additional rights or remedies under this Agreement as a result of such inspection(s) or any findings in connection therewith. Without limiting the foregoing, Purchaser agrees that it shall not have any so-called "due diligence period" and that it shall have no right to terminate this Agreement or obtain a reduction of the Purchase Price as a result of such inspection(s) or any findings in connection therewith (including relating to the physical condition of the Premises, the operation of the Premises or otherwise). Any entry upon the Premises shall be performed in a manner which is not disruptive to Tenants or the normal operation of the Premises and shall be subject to the rights of any Tenants or occupants of the Premises. Purchaser shall (i) exercise reasonable care at all times that Purchaser and/or Purchaser's Representatives shall be present in the Premises, (ii) at Purchaser's expense, observe and comply with all applicable laws and any conditions imposed by any insurance policy then in effect with respect to the Premises and (iii) not engage in any activities which would violate the provisions of any permit or license pertaining to the Premises. Seller shall have the right to have a representative of Seller accompany Purchaser during any such communication or entry into or upon the Premises.

7.8 Purchaser hereby agrees to indemnify, defend and hold Seller, its officers, shareholders, partners, members, directors, employees, attorneys and agents harmless from and against any and all liability, actual loss, cost, judgment, claim, damages or expense (including, without limitation, attorneys' fees and expenses), resulting from or arising out of the entry upon the Premises before the Closing by Purchaser or Purchaser's Representatives, other than (x) the mere discovery of pre-existing conditions, except to the extent such pre-existing conditions were exacerbated by the entry upon the Premises before the Closing by Purchaser or Purchaser's Representatives, and (y) those resulting from gross negligence or willful misconduct of Seller or its representatives. The foregoing indemnification shall survive the Closing or the termination of this Agreement.

7.9 As a condition precedent to entering the Premises in connection with any inspection, Purchaser shall maintain or cause to be maintained, at Purchaser's sole cost and expense, a policy of comprehensive general public liability and property damage insurance by an insurer or syndicate of insurers reasonably acceptable to Seller: (A) with a combined single limit of not less than One Million Dollars ($1,000,000.00) general liability and Three Million Dollars ($3,000,000.00) excess umbrella liability, (B) insuring Purchaser, Seller, Existing Manager, each of their respective affiliates, Seller's lender and any other person or entity related to Seller or involved with the transaction contemplated by this Agreement (such additional persons or entities to be designated in writing by Seller), as additional insureds, against any injuries or damages to persons or property that may result from or are related to (x) Purchaser's entry into the Premises or upon the Premises and (y) any inspection or other activity conducted thereon by Purchaser's Representatives and (C) containing a provision to the effect that insurance provided by Purchaser

hereunder shall be primary and noncontributing with any other insurance available to Seller or any other additional insured party. Purchaser shall deliver evidence of such insurance coverage to Seller before the commencement of the first inspection and proof of continued coverage before any subsequent inspection.

7.10 Notwithstanding any provision in this Agreement to the contrary, neither Purchaser nor any of Purchaser's Representatives shall contact any federal, state, county, municipal or other department or governmental agency regarding the Premises without Seller's prior written consent thereto, in each instance; provided, however, that the foregoing shall not prohibit Purchaser from accessing publicly accessible governmental records and databases from time to time or from contacting governmental authorities to obtain zoning verification letters and similar documentation necessary to complete a zoning report. In addition, if Seller's consent is obtained by Purchaser, Seller shall be entitled to receive at least five (5) Business Days prior written notice of the intended contact and shall be entitled to have a representative present when Purchaser and/or Purchaser's Representatives has any such contact with any governmental official or representative. Notwithstanding the foregoing, Purchaser shall be permitted, at its sole cost and expense, to file applications for permits for the matters described on Schedule J attached hereto (collectively, the "Allowed Applications") prior to the Closing Date as a "contract vendee" (and not as the owner of the Premises), provided that, at least five (5) Business Days prior to the date on which Purchaser anticipates submitting any such Allowed Application, Purchaser provides Seller with a complete copy of the subject Allowed Application, together with all submission materials attendant thereto, for Seller's review. Purchaser agrees to make such modifications, clarification or corrections reasonably requested by Seller to confirm that the application is being submitted as a "contract vendee" and imposing no obligations or liabilities upon Seller, as the owner of the Premises, provided that Seller provides written notice of such reasonably requested modifications, clarification or corrections to Purchaser within five (5) Business Days after receipt of Purchaser's Allowed Application, together with all submission materials attendant thereto (and failure of Seller to provide written notice of any reasonably requested modifications, clarification or corrections within that five (5) Business Day period shall be deemed Seller's confirmation of the corresponding Allowed Application, together with all submission materials attendant thereto, it being understood that Seller's posing of questions regarding such documentation during the five (5) Business Day period shall mean that the Allowed Application is not deemed confirmed). Upon satisfying the foregoing, Purchaser shall be permitted to submit such Allowed Application to the appropriate governmental authority. Except for the Allowed Applications, in no event shall Purchaser be permitted to file any applications, requests, certifications or permits (including, without limitation, any application for a Certificate of No Harassment) with the NYS Department of Housing and Community Renewal, the NYC Department of Housing Preservation and Development, the NYC Department of City Planning, or other governmental agencies, without the prior written consent of Seller, which may be granted or withheld in its sole discretion. If the Closing does not occur for any reason hereunder, Purchaser agrees to take such steps as are necessary to rescind or otherwise terminate the Allowed Applications submitted and/or the evaluation processes engaged by the applicable governmental agencies associated with the submission of such Allowed Applications. Any breach of the foregoing covenants shall constitute a default by Purchaser hereunder. Purchaser agrees to indemnify and hold harmless Seller and the Seller Related Parties for any loss, cost, expense, or damage suffered by Seller as a result of or arising out of (x) any breach or violation of the foregoing covenants and (y) claims made by Tenants or other Persons who become aware of the filing of the Allowed Applications. The

foregoing provisions of this Section 7.10 shall survive the Closing or earlier termination of this Agreement.

7.11 The provisions of this Article 7 shall survive the Closing.

Article 8. Representations and Warranties.

8.1 Seller hereby represents and warrants to Purchaser that the following are true and correct in all material respects as of the Effective Date:

(a) This Agreement constitutes, and each document and instrument to be executed and delivered by Seller hereunder (collectively, the "Seller's Documents"), when so executed and delivered, shall constitute, the legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms, covenants and conditions.

(b) Seller (i) is a limited liability company duly organized in the State of Delaware and licensed and/or qualified to conduct business in the State of New York; (ii) has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; (iii) has full power and authority to enter into and perform this Agreement and to enter into the documents to be executed and delivered in accordance with the terms hereof; and (iv) has full power and authority to consummate the transactions as contemplated herein.

(c) Neither the entering into of this Agreement, nor the consummation of the transactions contemplated hereunder, will constitute a violation or breach by Seller of any contract, writ, order, judgment, or other instrument or agreement to which Seller is a party, or to which it is subject to by which any of its assets or properties may be affected, or of any judgment, order, writ, injunction or decree issued against or imposed upon it, or result in a violation of any applicable law, ordinance, rule or regulation of any governmental authority affecting Seller. The execution, delivery and performance of this Agreement by Seller, and the consummation of the transactions contemplated hereby, do not require Seller to obtain any consent, authorization, or approval which has not already been obtained.

(d) Seller is not subject to any pending voluntary or involuntary reorganization, liquidation, receivership, or other proceedings under any federal, state or local insolvency, liquidation, reorganization or similar type laws. Seller has not applied for, consented to, or is subject to the appointment of a receiver, trustee, custodian, liquidator or other similar official for itself or for all or a substantial part of its assets, and has not made an assignment for the benefit of creditors.

(e) To Seller's knowledge, Seller has made available to Purchaser true and complete copies of the Unit Leases. To Seller's knowledge, the Unit Leases are in full force and effect and there are no monetary defaults or material non-monetary defaults of Seller, as lessee, or of Lessors, under the Unit Leases.

(f) The list of single resident occupancy units set forth on Schedule C (the "SRO Schedule") sets forth the units occupied by Tenants affecting the Premises on the date of this Agreement and is the SRO Schedule relied on by Seller in the ordinary course operation of its business. There are no written lease, license or occupancy agreements evidencing such rights held

by Tenants. There are no security deposits held by Seller on account of the Tenants. Seller has disclosed to Purchaser that possession of unit number 2253 is in dispute. Other than the list of units set forth on Schedule C, to Seller's knowledge, the other units within the Real Property are vacant. To Seller's knowledge, there are no pending or threatened in writing claims of harassment from any occupants of the single resident occupancy units in the Real Property against Seller or the Real Property.

(g) Seller is not a party to, nor does Seller have actual knowledge of the existence of any, written leases, subleases or licenses affecting the Premises in which Seller holds the lessor's, sublessor's, licensor's or grantor's interest. The August 28, 2000 Lease between Henry Hudson Holdings LLC (as landlord) and Hudson Leaseco LLC (as tenant) affecting the Real Property has been terminated, and the August 12, 2011 Lease between Henry Hudson Holdings LLC (as landlord) and 58th Street Bar Company, LLC (as tenant) has been terminated.

(h) There are no tax certiorari proceedings pending with respect to the Premises or any part thereof other than as set forth on Schedule B annexed hereto.

(i) Seller is not a Prohibited Person (as defined below). The assets Seller will transfer to Purchaser under this Agreement are not the property of, and are not beneficially owned, directly or indirectly, by a Prohibited Person. The assets Seller will transfer to Purchaser under this Agreement are not the proceeds of specified unlawful activity as defined by 18 U.S.C. §1956(c)(7). For purposes hereof, a "Prohibited Person" means any of the following: (i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "Executive Order"); (ii) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at its official website, http://www.treas.gov/offices/enforcement/ofac; (iv) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (v) a person or entity that is affiliated with any person or entity identified in any of clauses (i), (ii), (iii) and/or (iv) above.

(j) Seller is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended (the "Code") Withholding Section.

(k) To Seller's knowledge, Seller has made available to Purchaser true and complete copies of the Condominium Documents. A list of each of the Condominium Documents is included on Schedule D annexed hereto. To Seller's knowledge, the Condominium Documents are in full force and effect and Seller has not delivered a notice of default to the Board of Managers. There have been no Common Charges (as defined in the Condominium Documents) under the Condominium Documents charged by the Board of Managers for the calendar year period preceding the Effective Date and, accordingly, there are no Common Charges under the Condominium Documents due and payable as of the Effective Date.

(l) There are no judgments of any kind against Seller unpaid or unsatisfied of record, which would be expected to have a material adverse effect on Seller's ability to perform

hereunder or, except as may be set forth in the Commitment, which would be binding on the Premises. There is no material action, suit or proceeding to which Seller is a party, pending or, to Seller's actual knowledge, threatened in writing against or affecting Seller or the Premises, which, if adversely determined, would (i) have a material adverse effect upon title to the Premises, (ii) prohibit or impair Seller from consummating the transactions contemplated hereby, or (iii) materially adversely affect the use or operation of the Premises.

(m) Except as set forth on Schedule H, there are no pending, or to Seller's knowledge, threatened in writing, lawsuits, actions, complaints, claims, charges, arbitrations, investigations, grievances, administrative charges or proceedings before any governmental entity under the Labor and Employment Laws (as hereinafter defined), regarding employment discrimination, harassment, retaliation, safety, violations or any other employment-related charges or complaints, wage and hour claims, claims not covered by insurance for workers' compensation or other benefits in connection with or related to the Hotel Employees (as defined in Article 16).

(n) Seller is not a party to any service, maintenance or similar contracts or agreements with respect to the Premises other than the Service Contracts set forth on Schedule I attached hereto. Seller has made copies of the Service Contracts available to Purchaser, and to Seller's knowledge, such copies are true, correct and complete in all material respects. With respect to any Designated Service Contract that Purchaser elects to assume, neither Seller nor, to Seller's knowledge, any other party is in material default under any Service Contract. Seller is not a party to any property management agreement binding upon the Premises, other than the Existing PMA, of which Seller has made available to Purchaser a true and correct copy and which Existing PMA shall be terminated as of the Closing Date.

(o) There are no pending or, to Seller's actual knowledge, threatened condemnation or eminent domain proceedings against the Premises.

(p) Intentionally omitted.

(q) Seller has not granted to any other person or entity, except Purchaser, any options, rights of first refusal or other purchase rights with respect to the Premises. Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer, provide rights of first refusal, option rights or any other similar rights relating to the disposition of the Premises or any portion thereof.

(r) Seller has not received any written notice of any existing or proposed special assessments against the Premises.

(s) Except as disclosed by Seller to Purchaser prior to the date hereof and/or as set forth in the Seller Due Diligence Materials, Seller has not received written notice from any governmental authority of the presence of Hazardous Materials on, under or at the Premises in violation of Relevant Environmental Laws.

(t) Except as set forth on Schedule K, Seller has not received written notice of any Violations.

(u) Other than the Collective Bargaining Agreement (as defined in Article 16), Seller is not a party to or bound by, and the Premises are not subject to or bound by, any collective bargaining, labor or employment, or development, card check, or neutrality agreement with respect to any employees currently employed to provide services to the Premises or that may in the future be employed to provide services to the Premises, or with respect to the Premises itself.

(v) Seller has not experienced any strikes, committed any unfair labor practices, and is not aware of any allegations it has committed any unfair labor practice within the period of six months prior to the execution of this Agreement related to the employees represented by the Union.

(w) Other than the New York Hotel Trades Council and Hotel Association of New York City, Inc., Pension Fund, neither Seller nor any ERISA Affiliate of Seller has contributed or been obligated to contribute to any multiemployer pension plan with respect to the Premises. For purposes of this Agreement, "ERISA Affiliate" means any entity, trade or business (whether or not incorporated) that is, or has ever been, a member of a "controlled group of corporations" with, or is under "common control" with, or is a member of the same "affiliated service group" with Seller or any of its affiliates, in each case, as defined in Sections 414(b), (c), (m) or (o) of the Code or is, or within the last six years, has been, treated as a single employer for purposes of Section 4001(b)(1) of ERISA. To Seller's knowledge, Existing Manager has paid all employee benefit contributions due to date required under the Collective Bargaining Agreement to the Union Employee Benefit Funds, and there are no pending or unresolved claims by the Union Employee Benefit Funds or any other multiemployer benefit plan for outstanding or owed contributions, arrears, delinquencies, or for compliance with any audit. To Seller's knowledge, no complete or partial withdrawal liability under Title IV of ERISA has occurred or been triggered with respect to the Premises during Seller's period of ownership.

(x) Seller has not received any written notice claiming a breach of the Collective Bargaining Agreement or any violation of any applicable Labor and Employment Laws.

8.2 The representations and warranties of Seller set forth in Section 8.1 (the "Surviving Seller Representations") shall be deemed remade on, and shall be true and accurate in all material respects as of, the Closing Date. The Surviving Seller Representations shall survive for one hundred fifty (150) days after the Closing Date (the "Survival Period"), provided, however, that if Purchaser makes a claim for a breach of any Surviving Seller Representation on or before the expiration of the Survival Period, the Survival Period shall be extended for those claims timely made until such claims are resolved by binding agreement of the parties or final judgment and expiration of applicable appeal periods. Each Surviving Seller Representation shall automatically be null and void and of no further force and effect after the expiration of the Survival Period unless, prior to the end of the Survival Period, Purchaser shall have asserted in writing a specific claim with respect to the particular Surviving Seller Representation and commenced a legal proceeding (a "Proceeding") within thirty (30) days thereafter against Seller alleging that Seller is in breach of such Surviving Seller Representation and that Purchaser has suffered actual damages ("Damages") as a result thereof. In no event shall Purchaser be entitled to assert any consequential, special or punitive damages with respect to any claims for a breach of Seller Representations pursuant to this Section 8.2, nor shall it be entitled to any award or payment based on such damages. If Purchaser timely commences a Proceeding, and a court of competent jurisdiction,

pursuant to a final, non-appealable order in connection with such Proceeding, determines that (1) the applicable Surviving Seller Representation was breached as of the date of this Agreement or the Closing Date and (2) Purchaser suffered Damages by reason of such breach and (3) Purchaser did not have knowledge or was not deemed to have knowledge of such breach prior to the Closing, then Purchaser shall be entitled to receive an amount equal to the Damages, but in no event in an amount greater than the Ceiling (as hereinafter defined); provided, however, Purchaser shall not be entitled to pursue any claim against Seller for damage to Purchaser that, when combined with all other claims against Seller for breaches of Surviving Seller Representations, is less than the Floor (as hereinafter defined) in the aggregate. If Purchaser has claim(s) against Seller, in excess of the Floor, then Purchaser shall be entitled to pursue the actual loss suffered by Purchaser in connection with such claim(s) against Seller (including, without limitation, recovery of all amounts below and above the Floor), but in no event shall Seller's liability for any and all claims exceed the Ceiling. For purposes of this Section 8.2, Purchaser shall be deemed to have knowledge of: (i) any matter disclosed in any exhibit or schedule to this Agreement, (ii) any matters disclosed in any document or written materials provided by Seller to Purchaser prior to the Closing (including, without limitation, those materials posted in the electronic data room located at https://app.box.com/folder/152329405383?s=r3cxvlnntp4q8hh46fl0bi6kgzljxtuf), (iii) any other matter disclosed in due diligence reports or inspections obtained by Purchaser in connection with the transactions contemplated by this Agreement, and (iv) any matter disclosed by Seller pursuant to a written update to Seller's representations or warranties in accordance with this Agreement. As used herein, "Floor" shall mean with respect to any claim or claims against Seller for breach of any Surviving Seller Representation, FIFTY THOUSAND AND NO/100 Dollars ($50,000.00), and "Ceiling" shall mean TWO MILLION ONE HUNDRED THOUSAND AND NO/100 Dollars ($2,100,000.00), provided, however, that the Ceiling shall not apply with respect to: (x) all of the credits and prorations Purchaser is entitled to pursuant to this Agreement; and (y) Seller's indemnification obligations of Purchaser pursuant to Section 14.1(b) and Article 16 of this Agreement. The provisions of this Section 8.2 shall constitute the sole and exclusive remedy after Closing for breaches of the Surviving Seller Representations and shall survive the Closing. Seller agrees that at Closing, to secure payment of any claims by Purchaser against Seller for a breach of a representation or warranty in accordance with this Section 8.2, a portion of the Purchase Price in an amount equal to the Ceiling shall be deposited in an escrow account with Title Company, to be held and disbursed by Title Company pursuant to an escrow agreement in the form of Exhibit L attached hereto (the "Holdback Escrow Agreement").

8.3 If, prior to Closing, Purchaser has knowledge of any matter which would constitute a material breach of Seller's representations and warranties, Purchaser shall notify Seller of such material breach within the earlier of five (5) Business Days of learning of same and the Closing Date, failing which Purchaser shall be deemed to waive any such corresponding material breach of Seller's representations and warranties. Seller shall have the right to contest Purchaser's determination as to a pre-Closing material breach of Seller's representations and warranties, and shall have the right to attempt to cure such breach without being obligated to complete such cure. In addition, Seller shall have until the date that is the later of the originally scheduled Closing Date and sixty (60) days from the date of Purchaser's notice to cure any such material breach of Seller's representations and warranties and, at Seller's sole option, the Closing Date shall be extended to such sixtieth (60) day (or any earlier Business Day) after Purchaser's notice of breach, in order to permit such cure by Seller. If Seller fails to cure any such material breach of Seller's representations and warranties, then Purchaser, as its sole and exclusive remedy, shall have the

right to terminate this Agreement by written notice to Seller, in which case Escrow Agent shall return the Deposit (together with all interest thereon, if any) to Purchaser, Purchaser shall be entitled to reimbursement by Seller of Purchaser's Reimbursement Costs, subject to the limitations set forth in Section 15.2, and neither party to this Agreement shall thereafter have any further right or obligation hereunder, except for the rights and obligations hereunder that expressly survive the termination of this Agreement.

8.4 The terms "to Seller's actual knowledge," "to the best of Seller's actual knowledge" and phrases of similar import shall mean the actual present knowledge (and not constructive knowledge) of Eric Poretsky, without independent inquiry or investigation, and shall not conclusively mean that Seller or such individual is charged with knowledge of the acts, omissions and/or knowledge of Seller's property manager (or any employee thereof), Seller's other agents or employees or Seller's predecessors in title to the Premises. The foregoing individual is named solely for the purpose of establishing the scope of knowledge and Seller represents that such person is the representative of Seller who is charged with day-to-day administration of information relating to and asset management of the Premises. Such individual is not a party to this Agreement and shall have no personal liability for any of the representations or warranties hereunder.

8.5 As of the Effective Date, Purchaser hereby represents and warrants as follows:

(i) Purchaser is familiar with the source of funds for the Purchase Price of the Premises and represents that all such funds will be derived from legitimate business activities and/or from loans from a banking or financial institution.

(ii) None of Purchaser, any direct or indirect interest holder in Purchaser (collectively, the "Purchaser Parties"), or any affiliate of Purchaser is (a) subject to sanctions of the United States government, (b) in violation of any provision of OFAC or (c) a Prohibited Person similarly designated under any Executive Orders or OFAC.

(iii) None of the Purchaser, the Purchaser Parties or any affiliate of Purchaser is listed on the Specially Designated Nationals List maintained by the OFAC, and/or on any other similar lists as a Prohibited Person.

(iv) Purchaser has, and its Purchaser Parties have, required and shall require, and has/have taken and shall take all reasonable measures to ensure compliance with the requirement that no Purchaser Parties or affiliates of Purchaser is or shall be listed on any lists, be a Prohibited Person, or be in violation of any laws, including any OFAC laws.

(v) None of Purchaser, the Purchaser Parties or any affiliate of Purchaser is or will (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in, or otherwise engage in, any transaction relating to any property or interest in property blocked pursuant to OFAC or the Patriot Act, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in OFAC or the Patriot Act.

(vi) This Agreement constitutes, and each document and instrument to be executed and delivered by Purchaser hereunder (collectively, the "Purchaser's Documents"),

when so executed and delivered, shall constitute, the legal, valid and binding obligations of Purchaser, enforceable in accordance with their respective terms, covenants and conditions.

(vii) Purchaser (i) is a limited liability company duly organized in the State of Delaware and as of the Closing Date shall be licensed and/or qualified to conduct business in the State of New York; (ii) has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; (iii) has full power and authority to enter into and perform this Agreement and to enter into the documents to be executed and delivered in accordance with the terms hereof; and (iv) has full power and authority to consummate the transactions as contemplated herein.

(viii) Neither the entering into of this Agreement, nor the consummation of the transactions contemplated hereunder, will constitute a violation or breach by Purchaser of any contract, writ, order, judgment, or other instrument or agreement to which Purchaser is a party, or to which it is subject to by which any of its assets or properties may be affected, or of any judgment, order, writ, injunction or decree issued against or imposed upon it, or result in a violation of any applicable law, ordinance, rule or regulation of any governmental authority affecting Purchaser. The execution, delivery and performance of this Agreement by Purchaser, and the consummation of the transactions contemplated hereby, do not require Purchaser to obtain any consent, authorization, or approval which has not already been obtained.

(ix) Purchaser is not subject to any pending voluntary or involuntary reorganization, liquidation, receivership, or other proceedings under any federal, state or local insolvency, liquidation, reorganization or similar type laws.

8.6 All of the foregoing representations and warranties of Purchaser will be and remain true on and as of the Closing Date and shall survive the Closing.

Article 9. Closing Obligations.

9.1 At or prior to the Closing, Seller shall execute and/or deliver to Title Company the following:

(a) Two (2) condominium unit deeds in substantially the form attached hereto as Exhibit B and made a part hereof, and properly executed in the form for recording so as to convey title to each of the Owned Units (each, respectively, the "Deed");

(b) At least fifteen (15) days prior to Closing, two (2) written agreements pursuant to which Seller shall assign to two (2) separate and distinct Permitted Designees of Purchaser (as designated by Purchaser in its sole and absolute discretion), and such Permitted Designees shall assume and agree to be bound by, all obligations and liabilities of Seller under the 10th Floor Lease and Store Unit Lease, respectively, and otherwise with respect to the Leased Units, in substantially the form of Exhibit C attached hereto (each, respectively, the "Assignment and Assumption of Lease");

(c) a bill of sale, conveying and transferring to Purchaser all right, title and interest of Seller, if any, in and to all Personal Property, Fixtures, Warranties and Permits, in substantially the form attached hereto as Exhibit D and made a part hereof;

(d) A Real Property Transfer Tax Return with respect to the New York City Real Property Transfer Tax (the "RPT Form");

(e) A New York State Real Estate Transfer Tax Return and Credit Line Mortgage Certificate with respect to the New York State Real Estate Transfer Tax (the "Form TP-584");

(f) A New York State Real Property Transfer Report Form RP-5217 NYC (the "RP-5217");

(g) Intentionally omitted;

(h) a written notice in substantially form of Exhibit E attached hereto, executed by Seller or by its agent, advising the Tenants of the sale of the Units to Purchaser and directing that rents and other payments thereafter be sent to Purchaser or as Purchaser may direct;

(i) if the Alternative Agreement (as defined in Article 16, and attached hereto as Exhibit I-2), has been executed by the Seller, Purchaser and the Union, and a fully executed copy is delivered to Seller at least ten (10) days prior to Closing, then Seller shall deliver the fully executed Alternative Agreement to the Union at least ten (10) days prior to the Closing;

(j) Confirming Estoppels from each Lessor and the Board of Managers;

(k) Letters of resignation from all Seller appointed members of the Board of Managers with respect to the Owned Units, effective immediately upon the consummation of the Closing. The parties will cooperate to have Seller's appointed members of the Board of Managers resign and Purchaser's replacement members appointed in accordance with the Condominium Documents;

(l) an affidavit of Seller pursuant to Section 1445(b)(2) of the Code in the form attached hereto as Exhibit F and made a part hereof, stating that Seller is not a foreign person within the meaning of such Section;

(m) evidence reasonably satisfactory to the Title Company that (i) Seller is authorized to consummate the transaction contemplated herein, and (ii) the individual(s) executing the documents on behalf of Seller is/are authorized to do so;

(n) A certificate with respect to Seller's representations and warranties under Section 8.1 being true and correct in all material respects, subject to changes permitted by Section 9.4(b), in the form of Exhibit J (the "Seller's Bring Down Certificate");

(o) An assignment and assumption, in substantially the form of Exhibit K, which provides for, as more particularly set forth therein, the assignment by Seller of all of Seller's right, title and interest in and to the Designated Service Contracts and the assumption by Purchaser of all of Seller's obligations under the Designated Service Contracts arising from and after the Closing Date (the "Assignment of Contracts");

(p) The Holdback Escrow Agreement;

(q) The Labor Severance Escrow Agreement;

(r) A closing statement prepared by Title Company and approved by Seller and Purchaser, consistent with the terms of this Agreement;

(s) To the extent in Seller's possession, all keys, combinations and access devices to any portion of the Premises;

(t) To the extent in the possession of Seller, all books and records relating to the Premises (other than Seller's internal memoranda, financial projections, appraisals, proposals for work not actually undertaken, accounting and tax records and similar elective or confidential information), including, without limitation, (a) Permits relating to the operation of the Premises and/or issued by any governmental authority, (b) certifications verifying elevator and boiler inspections, (c) survey, architectural plans, building plans or specifications pertaining to the Premises, and (d) rent ledgers pertaining to the SRO units;

(u) Such affidavits, certificates, agreements and instruments as shall be reasonably required by the Title Company for Seller to comply with its obligations to deliver title to the Premises in accordance with this Agreement;

(v) An updated SRO Schedule, dated no more than five (5) days prior to the Closing Date;

(w) Evidence of termination of all Service Contracts that Purchaser has not agreed to assume at Closing (including evidence that Seller has paid all termination and/or cancellation fees, costs, penalties, charges and/or expenses that may result from such terminations which Seller expressly acknowledges and agrees shall be paid by Seller at its sole cost and expense at or prior to the Closing Date); and

(x) any other documents, instruments or agreements reasonably necessary to effectuate the transactions contemplated hereunder, in accordance with the express terms, covenants and conditions hereof.

9.2 At or prior to the Closing, Purchaser (or the Permitted Designees, as applicable) shall execute and/or deliver to Title Company the following:

(a) The RPT Form;

(b) The RP-5217;

(c) The Form TP-584;

(d) a Power of Attorney executed by Purchaser and acknowledged by a notary public, in the form required by Exhibit E to the Declaration, in favor of the Board of Managers, as required by Section 16(B) of the Declaration;

(e) At least fifteen (15) days prior to Closing, two (2) Assignments and Assumptions of Lease, with respect to the Leased Units;

(f) an assignment and assumption of the Collective Bargaining Agreement in the form attached hereto as Exhibit I-1 (the "CBA Assumption Agreement"), executed by Purchaser, unless the Alternative Agreement (as defined in Article 16 and attached hereto as Exhibit I-2) has been signed by the Purchaser and the Union and delivered to the Seller at least ten (10) days prior to Closing, in which case Seller shall sign and deliver the Alternative Agreement to the Union;

(g) the Assignment of Contracts;

(h) a certificate with respect to Purchaser's representations and warranties set forth in Section 8.5 being true and correct as required by Section 9.3(c);

(i) all consents and resolutions required to consummate the transactions contemplated hereby, certified to be true and complete by an authorized officer of Purchaser;

(j) such affidavits, certificates, agreements and instruments as shall be reasonably required by the Title Company;

(k) a closing statement prepared by Title Company and approved by Seller and Purchaser consistent with the terms of this Agreement;

(l) all other documents and instruments required by this Agreement and/or the Condominium Documents to be delivered by Purchaser at Closing;

(m) The Holdback Escrow Agreement;

(n) The Labor Severance Escrow Agreement;

(o) An assumption of the Retainer Agreement with the written consent of the Tax Cert Attorneys; and

(p) A Department of Housing Preservation and Development Registration Statement (the "Multiple Dwelling Registration Statement") required upon change in ownership, containing Purchaser or Purchaser's agent's information to be delivered to the Department of Housing Preservation and Development;

(q) any other documents, instruments or agreements reasonably necessary to effectuate the transactions contemplated hereunder, in accordance with the express terms, covenants and conditions hereof.

9.3 Seller's obligation to consummate the Closing under this Agreement is subject to satisfaction of the following conditions precedent, which may be waived in whole or in part by Seller, provided such waiver is in writing and signed by Seller on or before the Closing Date:

(a) Purchaser shall have paid or tendered payment of the Balance to Escrow Agent on or before the Closing Date as provided in Article 2 hereof, subject to adjustment as provided in Article 11 hereof;

(b) Purchaser shall have delivered to or for the benefit of Seller, on or before the Closing Date, all of the documents and items required to be delivered by Purchaser pursuant to Section 9.2 of this Agreement, and Purchaser shall have performed in all material respects all of its obligations hereunder to be performed on or before the Closing Date;

(c) All of Purchaser's representations and warranties made in this Agreement shall be true and correct as of the Effective Date and true and correct as of the Closing Date as if then made; and

(d) Purchaser shall have complied (or shall be deemed to have complied, upon execution of delivery of the documents set forth in Section 9.2 of this Agreement) with the requirements imposed upon the grantee of a Unit under Article XII of the Declaration.

9.4 Purchaser's obligation to consummate the Closing under this Agreement is subject to the satisfaction of the following conditions precedent, which may be waived in whole or in part by Purchaser, provided such waiver is in writing and signed by Purchaser on or before the Closing Date:

(a) Seller shall have delivered to or for the benefit of Purchaser, on or before the Closing Date, all of the documents and items required to be delivered by Seller pursuant to Section 9.1 of this Agreement, and Seller shall have performed in all material respects all of its obligations hereunder to be performed on or before the Closing Date;

(b) Subject to the other provisions of this Agreement, all of Seller's representations and warranties made in this Agreement shall be true and correct in all material respects as of the Effective Date and true and correct in all material respects as of the Closing Date as if then made, other than those representations or warranties made as of a specific date, or with reference to previously dated materials, in which event such representations and warranties shall be true and correct in all material respects as of the date thereof or as of the date of such materials, as applicable. For purposes hereof, a representation or warranty shall not be deemed to have been breached if the representation or warranty is not true and correct as of the Closing Date by reason of (a) changed facts or circumstances arising after the date hereof, the occurrence of which is not the result of an action by Seller which is prohibited by this Agreement or (b) any matter, including any alleged default, default, claim or proceeding, with respect to the Premises that relates to the Cycle 8 Local Law 11 Work to the extent such alleged default, default, claim or proceeding would be rendered moot upon or will be remedied by the Seller's performance and completion of the Cycle 8 Local Law 11 Work in accordance with this Agreement; and

(c) Seller shall have complied (or shall be deemed to have complied, upon execution of delivery of the documents set forth in Section 9.1 of this Agreement) with the requirements regarding the conveyance of a Unit under Article XII of the Declaration.

Article 10. Transfer Taxes, Title Insurance and Other Expenses.

10.1 At Closing, Seller shall pay the New York State Real Estate Transfer Tax imposed pursuant to Article 31 and Section 1402 of the New York Tax Law (the "State Transfer Tax") and the New York City Real Property Transfer Tax imposed pursuant to Title 11, Chapter 21 of the New York City Administrative Code (the "City Transfer Tax"), upon or payable in connection

with the transfer of title to the Units and the recordation of each Deed and execution of each Assignment and Assumption of Lease, as applicable. Seller shall also pay 100% of any escrow fees or charges of Escrow Agent.

10.2 Purchaser shall pay for the following prior to or at the Closing:

(a) all State, City, County and municipal recording charges with respect to the deed;

(b) all costs and expenses in connection with Purchaser's financing (if any), and costs for the filing of all documents necessary to complete such financing and related mortgage recording tax (as the same may be applicable), provided, however, nothing herein contained shall be deemed to create a financing contingency or to condition Purchaser's obligations hereunder on Purchaser's ability to obtain financing, and this shall be deemed to be an "all cash" transaction;

(c) the cost of Purchaser's own survey, survey re-date, engineering studies, environmental studies and other due diligence investigations;

(d) the cost of obtaining its owner's and/or loan policies of title insurance, including any and all premiums, endorsements and coverage issued in connection with such policies.

10.3 Each party shall pay its own legal fees incidental to the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

10.4 The provisions of this Article 10 shall survive the Closing.

Article 11. Apportionments.

11.1 The following shall be apportioned between the parties as of 11:59 P.M. on the day immediately preceding the Closing Date:

(a) Rents, as and when collected;

(b) real property taxes and assessments, sewer rents and taxes, water rates and charges, vault charges and taxes, business improvement district taxes and assessments and any other governmental taxes, charges or assessments levied or assessed against the Premises, if any, on the basis of the fiscal year for which assessed;

(c) charges for water, sewer, electricity, gas, fuel and other utility charges, all of which shall be read as soon as practicable before Closing, unless Seller elects to close its own applicable account, in which event Purchaser shall open its own account and the respective charges shall not be prorated;

(d) charges for all utility services supplied to the Units (including, without limitation, water, gas, steam and electricity);

(e) amounts prepaid and amounts accrued but unpaid under the Designated Service Contracts;

(f) accrued wages, salaries, compensation (including but not limited to payroll expenses and taxes, but excluding any severance pay pursuant to the Collective Bargaining Agreement or enhanced severance pay pursuant to the Alternative Agreement, if applicable), benefits, including without limitation, contributions to the Union Employee Benefit Funds (other than the additional health insurance contributions pursuant to the Alternative Agreement, if applicable), vacation pay, holiday pay, sick pay, personal days or other paid time off and salaries of each Bargaining Unit Employee; provided that Purchaser shall pay when due the Seller's portion of the foregoing but receive a closing adjustment therefor, and further provided that any severance pay pursuant to the Collective Bargaining Agreement or enhanced severance pay pursuant to the Alternative Agreement, if applicable (including the additional health insurance contributions pursuant to the Alternative Agreement, if applicable) shall be the responsibility of, and paid by, Purchaser;

(g) prepaid fees for Permits assigned to Purchaser at the Closing, if any;

(h) if and to the extent that either or both lessors under the Unit Leases confirm, prior to Closing, that they are holding any amount of "Security Deposit", "Security" or other form of deposit securing the lessees' performance under either or both Unit Leases, all right, title and other beneficial interests in such deposits shall be assigned within the corresponding Assignment and Assumption of Lease and Seller shall receive a credit at Closing corresponding with such confirmed deposited amounts; and

(i) all other items customarily apportioned in connection with the sale of similar properties similarly located.

11.2 Except as expressly provided to the contrary herein, all apportionments and adjustments shall be made in accordance with the customs and practice of the Real Estate Board of New York. Any taxes due and payable under Section 11.1(b) in the year in which the Closing occurs shall be apportioned based on the portion of the fiscal year which has elapsed prior to the Closing Date. If the Closing Date shall occur before the amount of such taxes for the fiscal year in which Closing occurs has been determined, the apportionment of such taxes shall be made at the Closing Date based on the most recent ascertainable full-year taxes (e.g. the prior year's full-year, second installment tax bill). If any utility apportionment is not based on an actual current reading, then upon the taking of a subsequent actual reading, the parties shall, within ten (10) Business Days following notice of the determination of such actual reading, readjust such apportionment and Seller shall promptly deliver to Purchaser, or Purchaser shall promptly deliver to Seller, as the case may be, the amount determined to be due upon such adjustment.

11.3 If any past due rents shall be owing by any Tenants on the Closing Date, Seller waives all rights to collect any such past due or delinquent rents from Tenants following the Closing Date and Purchaser shall be entitled to collect and receive all payments for past due rentals.

11.4 Seller is hereby authorized, but is not obligated, to continue any tax certiorari proceedings for reduction of the assessed valuation of the Units that are pending on the Closing

Date and (with respect to any such proceedings for tax years prior to the tax year in which the Closing Date shall occur) to settle or compromise the same in Seller's sole discretion. Any settlement or compromise in connection with such proceedings brought with respect to the tax year in which the Closing Date shall occur shall be made by Seller in consultation with, and with the prior written consent of, Purchaser (which consent may be withheld in Purchaser's sole discretion). If a tax refund shall be obtained by reason of an adjustment of the assessed valuation of the Units attributable to a period that ends prior to the Closing Date, the same shall be the property of Seller (less the reasonable costs of collection, including attorneys and accounting fees). If any such refund shall be obtained for a period that includes the Closing Date, the amount of such refund (less the cost of obtaining the same, including, without limitation, reasonable attorneys' and accounting fees) shall be apportioned according to length of the respective portions of such period during which each party owned the Unit and subject to adjustment and apportionment pursuant to the Lease. If any such refund or portion thereof to which Purchaser shall be entitled as hereinbefore provided shall be paid to Seller, Seller shall receive the same for the benefit of Purchaser and shall forthwith remit the same thereto. Purchaser shall, with the consent of the Tax Cert Attorneys, assume the retainer agreement (the "Retainer Agreement") with Ditchik & Ditchik, PLLC (the "Tax Cert Attorneys") and shall be obligated to make any payments due to the Tax Cert Attorneys pursuant to the Retainer Agreement with respect to tax savings realized by Purchaser as a result of any reduction in the transitional assessed valuation and/or the actual assessed valuation of the Real Property, which reduction is implemented over the five year period following the Closing from which Purchaser benefits. As of the Closing Date, Seller shall be released from any obligations to make payments under the Retainer Agreement with the Tax Cert Attorneys, other than payments to the Tax Cert Attorneys related to the tax years prior to the Closing Date.

11.5 The terms, covenants and conditions of this Article 11 shall survive the Closing.

Article 12. Risk of Loss; Condemnation.

12.1 If, between the date of this Agreement and the Closing Date, the Premises are damaged by fire or other casualty, the provisions of Section 5-1311 of the New York General Obligations Law, or any statute enacted in substitution therefor or in addition thereto, shall not apply. Such provisions are hereby waived, and the provisions of the following Section 12.2 shall apply instead.

12.2 Upon the occurrence of a casualty, condemnation or taking with respect to any Premises between the date of this Agreement and the Closing Date, Seller shall notify Purchaser in writing of same (a "Casualty/Condemnation Notice"). For purposes of this Article 12 hereof, a "Significant Portion of the Premises" shall mean a portion of the Premises, of which the cost to repair is equal to or greater than ten percent (10%) of the Purchase Price, as determined by an architect or engineer selected by Seller and reasonably acceptable to Purchaser. In the event that a Significant Portion of the Premises is damaged or destroyed in any casualty, or a Significant Portion of the Premises is condemned or taken (or notice of any condemnation or taking is issued), then Purchaser may elect to terminate this Agreement by providing written notice of such termination to Seller within five (5) Business Days after Purchaser's receipt of the Casualty/Condemnation Notice, upon which termination, the Deposit shall be immediately returned to Purchaser without objection from Seller and neither party hereto shall have any further rights, obligations or liabilities under this Agreement with respect to the Premises, except as

otherwise expressly set forth herein. If (a) Purchaser does not elect to terminate this Agreement (provided that Purchaser's failure to timely elect to terminate shall be deemed an election to close), or (b) the portion of the Premises which is (x) taken, or (y) damaged or destroyed is, in either case, not a Significant Portion of the Premises, then there shall be no abatement of the Purchase Price and (x) in the case of a condemnation or taking, Seller shall assign to Purchaser at the Closing the rights of Seller to the claims or awards and Purchaser shall be entitled to receive and keep all such awards; and (y) in the case of a casualty, Seller shall assign to Purchaser at the Closing the rights of Seller to the proceeds under Seller's insurance policies covering such Premises with respect to such damage or destruction (or pay to Purchaser any such proceeds received prior to Closing, less amounts actually paid by Seller for any emergency repairs) and credit to Purchaser the amount of any deductible with respect thereto, and Purchaser shall be entitled to receive and keep any monies received from such insurance policies.

Article 13. Covenants of Seller. Between the date hereof and Closing:

13.1 Seller covenants and agrees that, except as otherwise provided in the Agreement, between the date of this Agreement and the Closing Date, Seller (either itself or through an agent) shall continue to manage and operate the Premises in substantially the same manner as Seller has heretofore managed and operated the Premises and in compliance in all material respects with all applicable laws, ordinances, rules and regulations of any governmental authority governing the Real Property, perform in all material respects all of Seller's obligations under the Unit Leases, and to keep (or request the Condominium to keep, to the extent the Condominium is so required) the Units in substantially and materially its same condition and state of repair, subject to reasonable wear and tear and the terms, conditions and requirements of the Condominium Documents and the Unit Leases.

13.2 Seller shall not enter into any new service contract unless the same shall be terminable by Seller prior to Closing.

13.3 Seller shall maintain in full force and effect until the Closing the insurance policies presently in effect or other commercially reasonable policies of insurance affording similar levels of coverage and shall, subject to the provisions of Article 11, continue to pay all utility and service charges accrued through the date of Closing.

13.4 Seller shall notify or, in the case of written notice received by Seller, deliver a copy to, Purchaser of any default under the Condominium Documents or the Unit Leases or from any Tenants, or the receipt of any notice of default received by Seller under the Condominium Documents or the Unit Leases or from any Tenants.

13.5 From and after the date of this Agreement, Seller shall not amend, modify, or terminate the Unit Leases or the Condominium Documents without the prior written consent of Purchaser, which consent may be granted or withheld in Purchaser's sole and absolute discretion, nor enter into any new lease, license or other form of occupancy agreement affecting the Premises without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole and absolute discretion.

13.6 Seller shall promptly advise Purchaser of any litigation, arbitration or other judicial or administrative proceeding with respect to the Premises which materially and adversely affects Purchaser's interests under this Agreement.

13.7 Seller shall deliver to (x) Lessors an estoppel certificate substantially in the form attached hereto as Exhibit G, and (y) the Board of Managers an estoppel certificate substantially in the form attached hereto as Exhibit H (each, an "Estoppel" and collectively, the "Estoppels"). Seller shall obtain Confirming Estoppels from each Lessor and the Board of Managers. For purposes of this Agreement, the term "Confirming Estoppels" shall mean Estoppels that so confirm the applicable matters set forth therein, provided, however, (x) inclusion of qualifications as to knowledge shall not cause the Estoppel to be non-compliant; (y) if the applicable Unit Lease or the Condominium Documents specifies the form or content of an estoppel certificate, then the Estoppel may be in such form or contain only those matters as specified thereby, without giving effect to any requirement regarding "additional information reasonably requested" or words of similar import and (z) an Estoppel shall fail to be a Confirming Estoppel only if they fail to confirm the applicable matters in all material respects and the aggregate adverse economic impact as a result of such failures is equal to or exceeds the Floor (as defined in Section 8.2).

13.8 At or prior to Closing, Seller shall terminate Newmark Knight Frank (the "Existing Manager") the existing property management agreement for the Premises (the "Existing PMA").

13.9 Seller shall oversee the completion, prior to Closing, at Seller's sole cost and expense, of the work (the "Cycle 8 Local Law 11 Work") under the contracts set forth on Schedule G (such contracts, collectively, the "Cycle 8 Local Law 11 Contracts"). Seller shall be obligated to pay all amounts due under the Cycle 8 Local Law 11 Contracts and file (or cause to be filed) a "Safe" report with the NYC Department of Buildings (the "DOB LL 11 Report"). If, at the time of Closing, the Cycle 8 Local Law 11 Work has not been finally completed, the DOB LL 11 Report has not been filed with the NYC Department of Buildings, and/or the NYC Department of Buildings has not issued a Certificate of Compliance with respect to completion of the Cycle 8 Local Law 11 Work, Seller shall assign the Cycle 8 Local Law 11 Contracts, if applicable, to Purchaser at Closing and Purchaser shall assume all obligations thereunder or otherwise oversee and cause completion of the Cycle 8 Local Law 11 Work, provided, however, that Seller shall escrow with Escrow Agent the aggregate sum necessary to address any remaining Cycle 8 Local Law 11 Work, not to exceed Thirty Thousand and NO/100 Dollars ($30,000.00), to which escrow Purchaser shall have access for purposes of requesting disbursements to pay for any remaining costs to complete the Cycle 8 Local Law 11 Work. Seller makes no representation or warranty regarding the Cycle 8 Local Law 11 Work. Seller shall not be obligated to perform or pay for any work relating to "Cycle 9" under Local Law 11 and Purchaser assumes all obligations under applicable law (including, without limitation, pursuant to NYC Façade Inspection Safety Program) to perform and pay for any work required to be performed in connection with "Cycle 9". The provisions of this Section 13.9 shall survive the Closing.

13.10 Seller shall promptly after receipt thereof deliver to Purchaser copies of all written notices from any governmental authority regarding (i) the violation or alleged violation of Relevant Environmental Laws regarding Hazardous Materials affecting the Premises or (ii) any actual or threatened condemnation of the Premises or any portion thereof.

13.11 Seller shall promptly notify Purchaser of the filing of any litigation, arbitration, or administrative hearing before any court or governmental agency naming Seller and/or affecting the Premises.

13.12 Other than with respect to the Cycle 8 Local Law 11 Work, Seller shall not make any structural modifications or additions to the Premises, without first obtaining the consent of Purchaser, which consent shall not be unreasonably withheld or delayed by Purchaser, other than with respect to life/safety repairs or in response to an emergency at the Premises.

13.13 At all times from the Effective Date to the Closing Date, Seller will not sell or otherwise transfer title to all or any portion of the Premises, or encumber the Premises with indebtedness secured by the Premises, in each case, without the prior written consent of Purchaser, which may be withheld in Purchaser's sole and absolute discretion. Notwithstanding the foregoing, Seller shall be permitted to remove the Excluded Personal Property, without the consent of Purchaser.

13.14 Subject to Article 12 hereof, Seller shall not settle or compromise or agree to any settlement or compromise of any insurance or condemnation claim or award without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

13.15 Seller shall not, without the Purchaser's prior written consent in each instance, (i) enter into, renew, or amend the Collective Bargaining Agreement or any collective bargaining agreement with the Union or any labor union or labor organization except for collective bargaining agreements, renewals thereof, or amendments thereto that in any case do not apply specifically and uniquely to the Premises (as distinguished, for example, from city-wide agreements, renewals or amendments), or (ii) except in the ordinary course of business, fill currently open positions (after notice to and approval from the Purchaser which approval will not be unreasonably denied), or increase or decrease the number of Hotel Employees.

Article 14. Brokerage.

14.1 (a) Purchaser and Seller hereby represent and warrant that they have not hired, retained or dealt with any broker, finder, consultant, person, firm or corporation in connection with the negotiation, execution or delivery of this Agreement or the transactions contemplated hereunder. Purchaser covenants and agrees that should any claim be made against Seller for any commission or other compensation by any broker, finder, person, firm or corporation, based upon or alleging negotiations, dealings or communications with Purchaser or Purchaser's representative(s) in connection with this transaction or the Premises, Purchaser shall indemnify and hold Seller harmless from and against any and all damages, expenses (including attorneys' fees and disbursements) and liability arising from such claim.

(b) Seller covenants that should any claim be made against Purchaser for any commission or other compensation by any broker, finder, person, firm or corporation, based upon or alleging negotiations, dealings or communications with Seller or Seller's representative(s) in connection with this transaction or the Premises, Seller shall indemnify and hold Purchaser

harmless from any and all damages, expenses (including attorneys' fees and disbursements) and liability arising from such claim.

(c) The provisions of this Article 14 shall survive the Closing or earlier termination of this Agreement.

Article 15. Remedies.

15.1 If (i) Purchaser defaults in its obligation to pay the Balance on the Closing Date or in the performance of any of its other obligations to be performed on the Closing Date, and Seller is ready, willing and able to Close in accordance with the terms, provisions and conditions of this Agreement, or (ii) Purchaser defaults in any of its other obligations to perform under this Agreement prior to the Closing Date and, with respect to any default under this clause (ii) only, such default shall continue for ten (10) Business Days after written notice of default to Purchaser, Seller's sole and exclusive remedy by reason thereof shall be to terminate this Agreement and, upon such termination, Seller shall be entitled to receive and retain the Deposit, and any interest thereon, as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be difficult or impossible to ascertain, and that the Deposit, and the interest thereon (if any), constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty. Upon such termination, neither party shall thereafter have any further right or obligation hereunder, except for the rights and obligations hereunder that expressly survive the termination of this Agreement.

15.2 If Seller defaults in any of its material obligations under this Agreement and such default is not cured within twenty (20) Business Days of receiving written notice from Purchaser of such alleged default (except with respect to any material obligations that Seller is required to perform on the Closing Date in which case no notice and cure period shall be provided, provided that on such date, Purchaser has satisfied all conditions required to be satisfied by it under this Agreement, is not otherwise in default under this Agreement and is ready, willing and able to perform all of its obligations under this Agreement on the Closing Date and to deliver the Balance due Seller under this Agreement), Purchaser's sole and exclusive remedies shall be: (i) to terminate this Agreement and to receive a refund of the Deposit (together with any interest thereon) as well as reimbursement from Seller to Purchaser for Purchaser's documented, verifiable out-of-pocket costs and expenses and reasonable attorney's fees and costs incurred in connection with this transaction and the due diligence conducted not to exceed Four Hundred Thousand and No/100 Dollars ($400,000) (collectively, and subject to the foregoing limitation on amount, "Purchaser's Reimbursement Costs"), with such reimbursement obligation expressly surviving the termination of this Agreement and which reimbursement shall occur within twenty (20) Business Days after demand by Purchaser therefor, and neither party shall thereafter have any further right or obligation hereunder, except for the rights and obligations hereunder that expressly survive the termination of this Agreement, or (ii) within forty-five (45) days after Seller's failure to perform its obligation to convey the Premises on the Closing Date or failure to otherwise comply with Seller's obligations it is required to perform on the Closing Date (provided that on such date, Purchaser has satisfied all conditions required to be satisfied by it under this Agreement, is not otherwise in default under this Agreement and is ready, willing and able to perform all of its obligations under this Agreement on the Closing Date and to deliver the Balance due Seller under this Agreement), bring an action in equity against Seller for specific performance; it being understood that if Purchaser fails to

commence an action for specific performance within such forty-five (45) day period, Purchaser's sole remedy shall be to terminate this Agreement and receive a return of the Deposit and reimbursement of Purchaser's Reimbursement Costs. Notwithstanding anything to the contrary in this Agreement, in the event that specific performance is not available as a remedy as a result of Seller conveying the Premises to a party other than Purchaser, Purchaser shall have the right to seek monetary damages against Seller to the fullest extent permitted by law.

Article 16. Employees.

16.1 For purposes of this Agreement, (i) "Hotel Employees" means, collectively, all individuals employed at the Premises by Existing Manager as of the Closing Date, irrespective of whether such individuals are active, on leaves of absence, on layoff or otherwise inactive but still employed at the Premises, and (ii) "Bargaining Unit Employees" shall mean those Hotel Employees employed at the Premises by Existing Manager as of the Closing Date, irrespective of whether such individuals are active, on leaves of absence, on layoff or otherwise inactive but still employed at the Premises, who are represented by the Union and whose employment is subject to the Collective Bargaining Agreement (as hereinafter defined).

16.2 Seller shall cause Existing Manager to deliver to Purchaser at least five (5) Business days prior to Closing (i) a list of all Hotel Employees including position, union status, date of hire, applicable rate of pay (or salary), together with (x) a schedule of those employees that are on any sick leave or leave of absence and those that are on layoff or inactive, and (y) a schedule of accrued and unused vacation, holidays, personal days and sick leave for such employees, and (ii) a list of all layoffs or involuntary terminations (other than terminations for cause or other performance-related reasons) and other losses of employment (other than due to resignations, retirement and other voluntary departures) experienced at the Premises during the ninety (90) day period preceding the Closing. Seller shall be responsible for accrued compensation and benefits, including without limitation, contributions to any multi-employer benefit plan pursuant to the Collective Bargaining Agreement, vacation pay, holidays, personal days, sick leave or other paid time off and wages and/or salaries (but not including any severance pay pursuant to the Collective Bargaining Agreement or enhanced severance pay under the Alternative Agreement, if applicable) of each Hotel Employee accruing prior to the Closing Date, as required under applicable law or the Collective Bargaining Agreement. Seller shall cause Existing Manager to make reasonable efforts to provide Purchaser or its manager or operator, information necessary to comply with the successorship obligations under the Collective Bargaining Agreement, including but not limited to I-9 forms (unless otherwise provided by applicable law) and information necessary to provide for uninterrupted employment without loss of seniority, compensation, benefits or fringe benefits and no adverse effect on other terms and conditions of employment.

16.3 From and after the Closing, Purchaser (i) shall be solely responsible for complying or causing compliance with the Collective Bargaining Agreement and the Alternative Agreement, if applicable, all applicable provisions of federal, state and municipal laws and regulations relating to those Hotel Employees remaining in employment at the Hotel upon Closing ("the Rehired Employees"), and any other individuals hired as employees at the Hotel after Closing, including Purchaser's covenants set forth in this Section 16.3, including without limitation compliance with any applicable provisions of the Federal WARN Act, the New York WARN Act or the New York City Hotel Service Workers, Section 4980B of the Internal Revenue Code (COBRA), the Hotel

Service Disruption Notification Act ("HSW Act"), and any rules or regulations as have been issued in connection with any of the foregoing and any benefit continuation and/or severance payments pursuant to the Collective Bargaining Agreement and relating to Rehired Employees that may be payable upon any termination of employment of any such Rehired Employees accruing and arising after the Closing, and (ii) hereby agrees to indemnify, defend, protect and hold Seller and its affiliates harmless from and against any and all claims, liabilities, debts, costs, expenses, damages, attorneys' fees and disbursements arising out of any violation of the Collective Bargaining Agreement, and all applicable Labor and Employment Laws, accruing and arising on or after Closing, including but not limited to any violation of the Federal WARN Act, the New York WARN Act, COBRA or the HSW Act and any rules or regulations as have been issued in connection with any of the foregoing in connection with the transaction contemplated by this Agreement, relating to the Hotel Employees or any individuals hired as employees at the Hotel on or after the Closing. In addition, Purchaser shall be solely responsible for, and shall indemnify and hold Seller harmless from, any claims or payments required to be made to or on behalf of any Bargaining Unit Employees or any former bargaining unit employees of the Hotel, as a result of either this transaction or the Alternative Agreement, including but not limited to any severance pay pursuant to the Collective Bargaining Agreement, Enhanced Severance pursuant to the Alternative Agreement, if applicable, contributions to the Union Employee Benefit Funds under both the Collective Bargaining Agreement and the Alternative Agreement, if applicable. Seller agrees to indemnify, defend, protect and hold Purchaser and its respective affiliates harmless from and against any and all claims, liabilities, debts, costs, expenses, damages, attorneys' fees and disbursements arising out of any violation of the Collective Bargaining Agreement, and all applicable Labor and Employment Laws, relating to the Hotel Employees, including, but not limited to, Federal WARN Act, the New York WARN Act, COBRA or the HSW Act and any rules or regulations as have been issued in connection with any of the foregoing accruing or arising prior to the Closing and any benefit continuation and/or severance payments pursuant to the Collective Bargaining Agreement relating to Hotel Employees that may be payable upon any termination of employment of any such Hotel Employee accruing or arising prior to the Closing. Notwithstanding anything to the contrary herein, any additional severance due under NYC Local Law Int 2397-2021 (Severance Pay for Hotel Service Employees) ("the NYC Severance") will be the responsibility of Seller. At Closing, Seller and Purchaser shall establish an escrow with Title Company pursuant to an escrow agreement in substantially the form attached hereto as Exhibit M (the "Labor Severance Escrow Agreement"), whereby Seller shall deposit with Title Company a gross sum equal to the balance of the 30 weeks due under the NYC Severance at $500.00 per week for each employee eligible for the NYC Severance (the "Labor Severance Escrow Account"); said amount shall, in accordance with the Labor Severance Escrow Agreement, be paid by Purchaser or its manager or operator from the Labor Severance Escrow Account to each eligible employee, subject to the terms of the Labor Severance Escrow Agreement. In the event Purchaser enters into the Alternative Agreement (as hereinafter defined) which requires Purchaser to pay enhanced severance and contributions to the Union Employee Benefit Funds in excess of the amounts accrued up to Closing, Purchaser shall indemnify and hold Seller harmless for said amounts.

16.4 During the period prior to Closing, the parties agree to reasonably cooperate and also to consult on a regular basis and coordinate their activities relating to employee matters so as to facilitate a smooth transition of Premises operations and the continued proper performance by the Hotel Employees of their respective duties up to Closing. Seller shall promptly deliver to Purchaser copies of any written materials delivered or received relating to Union representation of

Bargaining Unit Employees including but not limited to any grievances filed against the Hotel and Seller shall keep Purchaser substantially informed with respect to the status of any discussions with the Union with respect to the Hotel.

16.5 Without limiting any other provision of this Article 16, (i) Seller has informed Purchaser that Seller is a party to and is bound by the terms of that certain Industry Wide Agreement between Hotel Association of New York, Inc. and New York Hotel and Motel Trades Council, AFL-CIO ("Union") which is in effect from July 1, 2012 through June 30, 2026 ("IWA"), including any related written memorandum of understanding and other related agreements, as provided by their terms (collectively, the "Collective Bargaining Agreement"), (ii) a copy of the Collective Bargaining Agreement has previously been delivered or made available to Purchaser for its review, and (iii) Purchaser or Purchaser's property manager, operator or agent shall offer to retain all Bargaining Unit Employees and, if they accept such offers, their employment will continue uninterrupted without loss of seniority, compensation, benefits or fringe benefits and with no adverse effect on other terms and conditions of employment subject to the Collective Bargaining Agreement and applicable law, and (iv) Purchaser will, and shall cause its property manager, operator or agent to, recognize the Union and assume, adopt and be bound by all of the terms, both economic and non-economic, of the Collective Bargaining Agreement from and after the Closing Date. Purchaser further agrees to execute, and shall cause its property manager, operator or agent to execute, at least ten (10) days prior to Closing an assumption agreement acceptable to the Union, which shall be substantially in the form of the IWA Assumption Agreement attached hereto as Exhibit I-1 and made a part hereof to effectuate an assumption of the Collective Bargaining Agreement in its name (without modification or amendment) as of the Closing. Notwithstanding the foregoing obligation to assume the Collective Bargaining Agreement and execute Exhibit I-1, Purchaser will be relieved of said obligation if Purchaser and the Union execute, and deliver to Seller, at least ten (10) days prior to Closing, the agreement attached hereto as Exhibit I-2 ("Alternative Agreement"). The parties acknowledge the enactment of the Displaced Hotel Service Workers and Hotel Service Disruption Notifications Act, section 22-510 of the Administrative Code of New York (the "DHSWNA") and the Displaced Building Service Workers Protection Act, §22-505 of the Administrative Code of the City of New York ("BSWPA"). By this Agreement, including, without limitation, Purchaser's assumption of the Collective Bargaining Agreement, or providing a fully executed copy of the Alternative Agreement, the parties agree that the DHSWNA and the BSWPA do not apply to the transaction contemplated by this Agreement under §22-510(d)(1) and §22-505(f)(1) of the New York City Administrative Code.

16.6 Under the Collective Bargaining Agreement, Seller's Existing Manager currently contributes, on a monthly basis, various amounts under the (i) New York Hotel Trades Council and Hotel Association of New York City, Inc., Health Benefits Fund, (ii) New York Hotel Trades Council and Hotel Association of New York City, Inc., Pension Fund, (iii) New York Hotel Trades Council and Hotel Association of New York City, Inc. Prepaid Legal Services Fund, and (iv) New York Hotel Trades Council and Hotel Association of New York City, Inc., Industry Training and Scholarship Fund (collectively, the "Union Employee Benefit Funds"). At Closing, regular contributions paid or payable with respect to the Union Employee Benefit Funds shall be prorated, with the appropriate party receiving a credit or debit to the Purchase Price, on a pro rata basis based on the Closing Date. In addition, at Closing Purchaser agrees to assume Seller's responsibility to

pay any and all vacation and sick pay for the Bargaining Unit Employees, when payable, for which amounts Purchaser shall receive a credit at Closing.

16.7 Retirement Plan.

(a) The parties intend to comply with section 4204(a)(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and to take any other action required or desirable, so that no withdrawal liability is imposed upon Seller as a result of the consummation of this transaction.

(b) To that end, at Closing Purchaser shall (or shall cause its property manager, operator or agent to) assume an obligation to make contributions to the New York Hotel Trades Council and Hotel Association of New York City, Inc. Pension Fund (hereafter, the "Retirement Plan") in accordance with the Collective Bargaining Agreement, for substantially the same number of contribution base units, within the meaning of Section 4001(a)(11) of ERISA, for which Seller or Existing Manager had an obligation to contribute with respect to the Premises prior to the Closing.

(c) Purchaser agrees to reasonably cooperate with Seller and/or Retirement Plan representatives with respect to any inquiry or reasonable request for information and assistance in order to facilitate the transfer of the contribution obligation with respect to the Retirement Plan from Seller (or the Existing Manager of the Premises) to Purchaser (or the Existing Manager of the Premises). The parties agree that they will notify the Retirement Plan of their intention that this transaction comply with Section 4204 of ERISA.

(d) Subject to Section 16.7(g), during the period commencing on the first day of the plan year following the Closing Date and ending on the expiration of the fifth (5th) such plan year (the "Contribution Period"), Purchaser shall provide to the Retirement Plan either a bond, letter of credit, or an escrow in an amount and manner meeting the requirements of Section 4204 of ERISA. The cost of any bond, letter of credit, or escrow provided under this Section 16.8 (d) shall be paid by Purchaser.

(e) To the extent required by Section 4204(a)(3) of ERISA, Seller or Existing Manager shall provide to the Retirement Plan a bond or escrow equal to the present value of the withdrawal liability Seller would have had to the Retirement Plan with respect to the assets acquired by Purchaser pursuant to this Agreement (but for the provisions of Section 4204 of ERISA), reduced to the extent provided under Section 4204(a)(3) of ERISA in the event only a portion of Seller' assets are distributed during the Contribution Period.

(f) If Purchaser at any time withdraws from the Retirement Plan in a complete or partial withdrawal with respect to the assets acquired by Purchaser pursuant to this Agreement during the Contribution Period, Seller shall be secondarily liable for any withdrawal liability Seller would have had to the Retirement Plan with respect to the Premises (but for the provisions of Section 4204 of ERISA) if any withdrawal liability of Purchaser with respect to such Retirement Plan is not paid. Purchaser agrees to provide Seller with a copy of any notice and demand for

payment of withdrawal liability that Purchaser receives from the Retirement Plan with respect to the Premises.

(g) Notwithstanding anything contained in Section 16.7(d) to the contrary, Purchaser shall not be obligated to provide any bond, letter of credit, or escrow in the event and to the extent Purchaser obtains from the Retirement Plan or the Pension Benefit Guaranty Corporation a variance or exemption under Section 4204(c) of ERISA and the applicable regulations thereunder.

(h) In the event that, notwithstanding the terms of this Section 16.7, the Retirement Plan assesses withdrawal liability based on this transaction or any event subsequent to the Closing against Seller, Existing Manager and/or any Seller Related Parties, including the assertion of secondary liability pursuant to section (f) above, Purchaser shall indemnify Seller, Existing Manager and any other Seller Related Parties from and against such withdrawal liability.

16.8 Purchaser agrees to indemnify, defend and hold harmless Seller, Existing Manager and any other Seller Related Parties from and against any claim, liability, judgment or arbitration award asserted against any of the Seller Related Parties on account of or with respect to any of the following: (i) any causes of action, damages, complaints, judgments, orders and/or claims, whatsoever, and all costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred in connection therewith, which accrue and arise (or, in the case of omissions, failed to occur) on or after the Closing and may be asserted against any of the Seller Related Parties on account of any violation of the Collective Bargaining Agreement and/or Labor and Employment Laws occurring (or, in the case of omissions, failed to occur) on or after the Closing by Purchaser, or any designee or management company engaged by Purchaser to employ Premises personnel, except to the extent such are based solely on the acts of any Seller Related Parties, and (ii) any claims or liabilities arising (A) under ERISA, as amended and/or any other applicable federal or state law or regulation concerning employee benefit plans with respect to the employment of employees by Purchaser or such designee or management company on or after the Closing, or (B) from or under any employee benefit plan applicable to any Rehired Employee or any other employee hired by Purchaser or such designee or management company to perform services at or for the Premises, to the extent that any such claim or liability accrued or arose during any period of employment on or after the Closing.

16.9 Seller agrees to indemnify, defend and hold harmless Purchaser and its affiliates, or any designee or management company engaged by Purchaser to employ Premises personnel, and their respective officers, directors, members, managers, partners, agents, employees, successors and assigns (herein, the "Purchaser Related Parties") from and against any claim, liability, judgment or arbitration award asserted against any of the Purchaser Related Parties on account of or with respect to any of the following: (i) any causes of action, damages, complaints, judgments, orders and/or claims, whatsoever, and all costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred in connection therewith, which may be asserted against any of the Purchaser Related Parties on account of any violation of the Collective Bargaining Agreement and/or Labor and Employment Laws occurring (or, in the case of omissions, failed to occur) prior to the Closing by Seller or Existing Manager, except to the extent such are based solely on the acts of any Purchaser Related Parties, or for which a closing adjustment credit has been issued hereunder, and (ii) any claims or liabilities arising (A) under

ERISA, as amended, and/or any other applicable federal or state law or regulation concerning employee benefit plans with respect to the employment of employees by Seller or Existing Manager up to the Closing, or (B) from or under any employee benefit plan applicable to any Rehired Employee or any other employee hired by Purchaser or such designee or management company to perform services at or for the Premises, to the extent that any such claim or liability accrued or arose during any period of employment prior to the Closing.

16.10 For purposes of this Agreement, the term "Labor and Employment Laws" shall mean all federal, state or local labor and employment statutes, rules, and regulations, including, without limitation, National Labor Relations Act, 29 U.S.C. §§151, et seq., the Families First Coronavirus Response Act, the Fair Labor Standards Act, 29 U.S.C. §§201, et seq., the New York State Labor Law §§650, et seq. and applicable regulations, 12 NYCRR 142-2.2, et seq., the Code, ERISA, Multi-Employer Pension Plan Amendments Act of 1980, Section 1981 through 1988 of Title 42 of the United States Code, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866, 1871, and 1991, 42 U.S.C. §§2000(e), et seq., the Equal Pay Act, the Americans With Disabilities Act of 1990, 42 U.S.C. §§12101, et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. §§2601, et seq., Genetic Information Nondiscrimination Act of 2008, the Rehabilitation Act, the Immigration Reform Control Act, Uniformed Services Employment and Reemployment Rights Act, New York State Executive Law §§290, et seq., the New York City Human Rights Code, Administrative Code of the City of New York, §8-101, et seq., the Rehabilitation Act of 1973, 29 U.S.C. §§701, et seq., the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§1161, et seq., the Occupational Safety and Health Act, 29 U.S.C. §§651, et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., the Older Workers' Benefit Protection Act, the Fair Credit Reporting Act, the Sarbanes-Oxley Act, the New York State Human Rights Law, the New York Executive Law, the New York Civil Rights Law, the New York Equal Pay Law, the New York Legal Activities Law, the New York State Wage and Hour and Wage Payment Laws, the New York Minimum Wage Law, the New York Whistleblower Law, the New York Worker Health and Safety Act, the Retaliation/Discrimination Provisions of the New York Workers' Compensation Law and the New York State Disabilities Benefits Law, the New York State Paid Family Leave Benefits Law, the federal and New York State Worker Adjustment and Retraining Notification Acts (collectively, the "WARN Acts"), the Coronavirus Aid, Relief, and Economic Security Act, the American Rescue Plan of 2021, the DBSWPA, N.Y. Real Property Tax Law § 421-a, New York State Sick Leave Law, New York City Earned Safe and Sick Time Act, the New York Quarantine Leave Law, New York City Fair Chance Act, the New York City Administrative Code and Charter or any other federal, state or local human rights, civil rights, wage-and-hour, wage-payment, pension, labor or employment-related laws, or their respective implementing laws, rules and/or regulation(s) with respect to the Premises and all other statutes, laws, regulations, ordinance or rules regulating the terms and conditions of employment (as amended from time to time, and together with any similar laws now or hereafter enacted), under the common law or in equity (including any claims for wrongful discharge or otherwise), each as amended, or under any policy, agreement, understanding or promise, written or oral, formal or informal.

16.11 Seller and Purchaser (on their own behalf and/or through their respective property managers) agree to cooperate reasonably with each other to the extent legally permissible in the defense of any claims, grievances, lawsuits or other charges brought by or on behalf of any Hotel Employees or former Hotel Employees. Such cooperation shall include providing: (i) workers'

compensation claims processing; (ii) access to and copying of personnel records and other documents that either party has in its possession which related to any such claims, lawsuits or charges to the extent legally permissible regardless of whether such materials are proprietary material (provided that, upon the request of the other party, such accessing party shall execute a customary form of non-disclosure agreement with respect to such access); and (iii) availability of employees of the aforementioned entities for such matters as interviews, depositions and to testify. No party shall have the duty to cooperate with the others if the dispute is between the parties themselves.

16.12 Purchaser's and Seller's obligations under this Article 16 shall survive Closing

Article 17. Notices.

17.1 Any notice or other communication given by either party hereto to the other relating to this Agreement (a "notice") shall be in writing and sent to the party to which the notice is being made by nationally recognized overnight courier or delivered by hand with receipt acknowledged (provided that in either case a copy of such notice is also delivered on the same day (or earlier) by electronic mail) in writing as follows:

If to Seller, to:

EC 58th Street LLC
c/o Cain International US Services LP
350 Park Avenue, 14th Floor
New York, New York 10022
Attention: Cain Legal
Email: legal@cainint.com

with a copy to Seller's attorney:

Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, New York 10017
Attention: Farah S. Ahmed, Esq.
Email: ahmedf@gtlaw.com

If to Purchaser, to:

CSC Hudson, LLC
c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013
Attention: Sal Smeke and Alberto Smeke
Email: ss@csc-coliving.com
as@csc-coliving.com

with a copy to Purchaser's attorney:

Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attn: Jordan J. Metzger, Esq.
E-mail: jmetzger@coleschotz.com

If to Escrow Agent:

First American Title Insurance Company
666 Third Avenue, 5th Floor
New York, New York 10017
Attention: Patricia A. LaPorta, Esq.
Email: plaporta@firstam.com

17.2 Notices or other communications (including agreements) signed by the attorneys for the respective parties shall be deemed binding upon the parties. Either party may by notice to the other change the person or address for receipt of notices. Notices sent by hand delivery or recognized overnight courier service shall be effective when received or rejected by the recipient or the recipient's office or firm.

Article 18. Intentionally omitted.

Article 19. Assignment.

19.1 Neither this Agreement nor any of the rights of Purchaser hereunder may be assigned or transferred by Purchaser without Seller's prior written consent, which consent may be granted or withheld in Seller's sole and absolute discretion, and any purported assignment or encumbrance without Seller's prior written consent shall be null and void, and shall constitute a default hereunder, which default is not capable of being cured. Notwithstanding the foregoing, Purchaser shall have the right to assign its rights under this Agreement to one or more Permitted Designees of Purchaser without the consent of Seller so long as Purchaser delivers to Seller a fully executed and effective assignment and assumption agreement conveying to such designee(s) all of Purchaser's right, title and interest in, to and under this Agreement and the Deposit at least fifteen (15) days prior to Closing. No such assignment to a Permitted Designee shall relieve Purchaser of its obligations under this Agreement. For the avoidance of doubt: (a) Purchaser shall have the right, without Seller's prior written consent, to designate separate Permitted Designees to take fee simple title and leasehold title, as applicable, to each Unit at Closing; and (b) Seller acknowledges and agrees that at Closing, Purchaser intends to take leasehold title to the Leased Units in the names of two (2) separate and distinct Permitted Designees and, further, that Purchaser intends to take fee title to the Owned Units in one (1) or two (2) additional Permitted Designees, separate and distinct from the Permitted Designees taking leasehold title to the Leased Units. A "Permitted

Designee" shall mean: (i) any other entity that is directly or indirectly (through one or more intermediaries) controlled by Sal Smeke and/or Alberto Smeke, or (ii) any other entity in which Sal Smeke and/or Alberto Smeke has a direct or indirect equity interest in the controlling entity (e.g. the managing member of an entity) of such entity. For purposes of this definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies or the power to veto major policy decisions whether through the ownership of voting securities, by contract or otherwise.

Article 20. Escrow.

20.1 Escrow Agent shall hold the Deposit, together with all interest earned thereon, in its interest-bearing escrow account, in accordance with the following:

(a) Escrow Agent shall hold the Deposit, together with all interest earned thereon, in Escrow Agent's escrow account at a national bank selected by Escrow Agent in its reasonable discretion. All interest will accrue to and be reported to applicable taxing authorities, including the Internal Revenue Service, for the account of Seller. Such party shall supply the Escrow Agent with a completed Form W-9, concurrently with the execution of this Agreement. Escrow Agent shall have no liability for any fluctuations in the interest rate paid on the Deposit, and is not a guarantor thereof. Failure of the parties to provide the W-9 will result in the Deposit being placed in a non-interest bearing account.

(b) At Closing, the Deposit, together with any interest accrued thereon, shall be credited to the Purchase Price and shall be paid by Escrow Agent to Seller. At Closing, interest on the Deposit shall be paid to Seller as payment towards the Balance of the Purchase Price. If Escrow Agent receives a written notice signed by both Seller and Purchaser that this Agreement has been terminated or canceled, Escrow Agent shall deliver the Deposit, together with the interest thereon, as directed therein.

(c) If Escrow Agent receives a written request signed by Purchaser or Seller (the "Noticing Party") stating that this Agreement has been canceled or terminated and that the Noticing Party is entitled to the Deposit, or that the other party hereto (the "Non-Noticing Party") has defaulted in the performance of its obligations hereunder, Escrow Agent shall overnight by nationally recognized courier and e-mail a copy of such request to the Non-Noticing Party. The Non-Noticing Party shall have the right to object to such request for the Deposit by written notice of objection delivered to and received by Escrow Agent within ten (10) Business Days after the Non-Noticing Party's receipt of such copy, but not thereafter. If Escrow Agent shall not have so received a timely written notice of objection from the Non-Noticing Party, Escrow Agent shall deliver the Deposit, together with the interest earned thereon, to the Noticing Party. If Escrow Agent shall have received a written notice of objection within the time herein prescribed, Escrow Agent shall refuse to comply with any requests or demands from either party and shall continue to hold the Deposit, together with any interest earned thereon, until Escrow Agent receives either (a) a written notice signed by both Seller and Purchaser stating who is entitled to the Deposit (and interest) or (b) a final order of a court of competent jurisdiction directing disbursement of the Deposit (and interest) in a specific manner, in either of which events Escrow Agent shall then disburse the Deposit, together with the interest earned thereon, in accordance with such notice or order. Escrow Agent shall not be or become liable in any way or to any person for its refusal to

comply with any such requests or demands until and unless it has received a direction of the nature described in subdivision (a) or (b) above.

20.2 Any notice to Escrow Agent shall be sufficient only if received by Escrow Agent within the applicable time period set forth herein. All mailings and notices from Escrow Agent to Seller and/or Purchaser, or from Seller and/or Purchaser to Escrow Agent, provided for in this Article 20 shall be addressed to the party to receive such notice at its notice address set forth in Article 17 above (with copies to be similarly sent to the additional persons therein indicated), but the provisions of Article 17 relating to the manner of giving notices and the effective dates thereof shall have no application to the provisions of this Article 20.

20.3 Notwithstanding the foregoing, if Escrow Agent shall have received a written notice of objection as provided for in Section 20.1(c) above within the time therein prescribed, or shall have received at any time before actual disbursement of the Deposit a written notice signed by either Seller or Purchaser disputing entitlement to the Deposit or shall otherwise believe in good faith at any time that a disagreement or dispute has arisen between the parties hereto over entitlement to the Deposit (whether or not litigation has been instituted), Escrow Agent shall have the right, upon written notice to both Seller and Purchaser, (a) to deposit the Deposit, together with the interest earned thereon with the Clerk of the Court in which any litigation is pending and/or (b) to take such reasonable affirmative steps as it may, at its option, elect in order to terminate its duties as Escrow Agent, including, without limitation, the depositing of the Deposit, together with the interest earned thereon, with a court of competent jurisdiction and the commencement of an action for interpleader, the costs thereof to be borne by whichever of Seller or Purchaser is the losing party, and thereupon Escrow Agent shall be released of and from all liability hereunder, except for any previous gross negligence or willful misconduct.

20.4 Escrow Agent is acting hereunder without charge as an accommodation to Purchaser and Seller, it being understood and agreed that Escrow Agent shall not be liable for any error in judgment or any act done or omitted by it in good faith or pursuant to court order, or for any mistake of fact or law. Escrow Agent shall not incur any liability in acting upon any document or instrument believed thereby to be genuine. Escrow Agent is hereby released and exculpated from all liability hereunder, except only for willful misconduct or gross negligence. Escrow Agent may assume that any person purporting to give it any notice on behalf of any party has been authorized to do so. Escrow Agent shall not be liable for, and Purchaser and Seller hereby jointly and severally agree to indemnify Escrow Agent against, any loss, liability or expense, including reasonable attorney's fees, arising out of any dispute under this Agreement, including the cost and expense of defending itself against any claim arising hereunder.

20.5 Seller and Purchaser agree that Escrow Agent shall not be liable for any loss or impairment of the Deposit while the Deposit is in the course of collection or of the escrow if such loss or impairment results from the failure, insolvency or suspension of the financial institution in which the Deposit is deposited.

20.6 Escrow Agent shall be entitled to select any and all counsel who may be retained to defend or prosecute any action on behalf of Escrow Agent under or arising out of this Agreement.

20.7 If either Purchaser or Seller becomes subject to a voluntary or involuntary proceeding under the United States Bankruptcy Code, or if Escrow Agent is otherwise served with legal process which directs Escrow Agent to not disburse the funds deposited with Escrow Agent, Escrow Agent shall have the right to place a hold on funds deposited with Escrow Agent until such time as Escrow Agent receives an appropriate court order or other assurances satisfactory to Escrow Agent (in Escrow Agent's reasonable discretion) establishing that the funds may continue to be held or disbursed, as the case may be, according to the instructions contained in this Agreement.

Article 21. Intentionally omitted.

Article 22. Miscellaneous.

22.1 Seller and Purchaser each reserve the right to include this transaction as part of one (1) or more Code Section 1031 tax deferred exchange transactions, at no out-of-pocket cost, expense or liability to the other party hereto (other than de minimis legal fees to review the documentation required to effectuate such transactions), including, without limitation, one (1) or more reverse exchange transactions. Seller and Purchaser agree to cooperate with the other party hereto, and to execute any and all documents as are reasonably necessary in connection therewith, provided that the closing of the transaction for the conveyance of the Premises shall not be contingent upon, and shall not be subject to, the completion of such exchange, nor shall such affect the Closing Date hereunder. Purchaser and/or Seller, as applicable, shall be obligated to close title to the Premises on or before the Closing Date whether or not Purchaser and/or Seller, as applicable, shall have consummated a 1031 exchange transaction. Nothing set forth herein shall require Purchaser to take title to any property other than the Premises described herein.

22.2 All understandings and agreements heretofore had between Seller and Purchaser are merged in this Agreement, which alone completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation made by the other and not embodied in this Agreement.

22.3 Purchaser's acceptance of the Deeds and the Assignment and Assumption of Leases to the Units shall be deemed an acknowledgment by Purchaser that Seller has fully complied with all of its obligations hereunder and under any supplements, side letters, modifications, or amendments to this Agreement; that Seller is discharged therefrom (or Purchaser has waived compliance therewith); and that Seller shall have no further obligation or liability with respect to any of the agreements, representations and/or warranties made by Seller in this Agreement, which shall be merged with the Deeds and the Assignment and Assumption of Leases to the Units; except for those provisions of this Agreement and of any supplements, side letters, modifications, or amendments to this Agreement, which, in any case, expressly provide that certain obligations of Seller shall survive the Closing and except as otherwise set forth in the Closing Documents.

22.4 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

22.5 This Agreement does not constitute an offer to sell and shall not bind Seller unless and until Seller elects to be bound hereby by duly executing and delivering to Purchaser an executed original counterpart hereof.

22.6 This Agreement may only be amended, modified, altered, supplemented or, except as otherwise expressly provided herein, terminated, by a written instrument signed by Seller and Purchaser.

22.7 If any provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.

22.8 This Agreement, and the rights, obligations and relations of the parties hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the conflict-of-law rules and principles of that state.

22.9 Purchaser shall not be permitted to record this Agreement and all recordation offices are specifically instructed not to record the same. Any recordation or attempted recordation shall constitute an immediate default hereunder and shall entitle Seller to terminate this Agreement and retain the Deposit. Supplementing the other liabilities and indemnities of Purchaser to Seller under this Agreement, and notwithstanding any other provision of this Agreement (including any provision purporting to create a sole and exclusive remedy for the benefit of Seller), Purchaser agrees to indemnify, defend and hold Seller harmless from and against any and all actual losses, costs, actual damages, liens, claims, counterclaims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) incurred by Seller arising from or by reason of the recording of this Agreement, any memorandum hereof, or any notice of pendency or any other instrument against the Premises in any case, by Purchaser. Notwithstanding the foregoing, Purchaser may file a lis pendens or other instrument against all or a portion of the Premises in connection with Purchaser's filing of an action for specific performance in accordance with Section 15.2.

22.10 Purchaser and Seller acknowledge and agree that the sale of the Premises contemplated hereunder shall be made in accordance with the terms and conditions of the Condominium Documents.

22.11 Whenever the time for performance of a covenant or condition required to be performed pursuant to the terms of this Agreement falls upon a Saturday, Sunday or Federal or State of New York holiday, such time for performance shall be extended to the next Business Day. Otherwise, all references herein to "days" shall mean calendar days. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included.

22.12 A facsimile, "pdf" and/or electronic copy of a signed original counterpart of this Agreement shall be deemed sufficient to bind the parties, and shall be deemed an original for all

purposes. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when combined, shall constitute one (1) fully executed original document.

22.13 THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH ANY AND ALL MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER.

22.14 IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER, THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN NEW YORK COUNTY AND AGREE NOT TO RAISE ANY OBJECTION TO SUCH JURISDICTION OR TO THE LAYING OR MAINTAINING OF THE VENUE OF ANY SUCH PROCEEDING IN SUCH COURT.

22.15 The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

22.16 Purchaser agrees that, except as otherwise set forth in this Agreement or provided by law, or unless compelled by an order of a court of competent jurisdiction, it shall keep the contents of this Agreement, Seller's Due Diligence Materials, and any information related to the transactions contemplated hereunder, confidential, unless and until the Closing Date shall occur. Seller and Purchaser further agree to refrain from participating in any publicity statement, press release or other public notice regarding this transaction prior to the Closing Date, without the prior written consent of the other party hereto, unless required under applicable law or by a court order. Following the Closing Date, neither party shall disclose the name or identity of the other party or the material terms of the transaction contemplated hereby in any publicity statement, press release or other public notice, without the prior written consent of the other party hereto, unless required under applicable law or by a court order. Notwithstanding the foregoing, the parties hereto shall be permitted to disclose the terms and conditions of this Agreement to their and their affiliates' respective attorneys, employees, agents, representatives, accountants, lenders and prospective lenders, partners and prospective partners, joint venture partners, consultants, financial analysts, bankers, auditors and other similar persons who reasonably require such information, all of whom shall be advised, in writing, of the confidential nature of this Agreement, as well as in connection with the enforcement of this Agreement. The provisions of this Section 22.16 shall survive Closing or termination of this Agreement.

22.17 If a suit, action, arbitration, mediation or other action is instituted to interpret or enforce this Agreement, or otherwise concerning this Agreement or the transactions contemplated hereby, the prevailing party (regardless of whether such party prevails on substantive or procedural grounds) pursuant to a final and non-appealable order or judgment shall be entitled to recover from the other party all actual and reasonable costs and expenses of any such action, including, but not limited to, attorneys' fees and expenses, including all such costs and expenses incurred in any trial, on any appeal, in any bankruptcy proceeding (including the adjudication of issues peculiar to bankruptcy law) and in any petition for review. Each party also shall have the right to recover its

costs and attorneys' fees incurred in collecting any sum or debt owed to it by the other party, with or without litigation, if such sum or debt is not paid within fifteen (15) days after written demand following the issuance of the final and non-appealable order or judgment in favor of the prevailing party. The provisions of this Section 22.17 shall survive Closing or termination of this Agreement.

22.18 Seller and Purchaser will do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, assignments, notices, transfers and assurances as may be reasonably required by the other party for carrying out the intentions or facilitating the consummation of this Agreement. The provisions of this Section 22.18 shall survive the Closing.

22.19 Notwithstanding anything to the contrary herein, Purchaser on its own behalf and on behalf of Purchaser Related Parties, hereby agrees that in no event or circumstance shall any of the Seller Related Parties have any personal liability under this Agreement. Seller on its own behalf and on behalf of the Seller Related Parties hereby agrees that in no event shall any of the Purchaser Related Parties have any personal liability under this Agreement. The provisions of this Section 22.19 shall survive the termination of this Agreement and the Closing.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Seller and Purchaser have each duly executed this Agreement as of the date first above written.

PURCHASER:

CSC HUDSON, LLC,
a Delaware limited liability company

By: _____
Name: Sal Smeke
Title: Authorized Signatory

[Signatures Continue on Following Page]

SELLER:

EC 58TH STREET LLC,
a Delaware limited liability company

By: _____
Name: Anthony D. Minella
Title: President

[Signatures Continue on Following Page]

The undersigned has executed this Agreement solely to confirm its acceptance of the duties of Escrow Agent as set forth in Article 20 hereof:

ESCROW AGENT:

First American Title Insurance Company

By: _____
Name:
Title:

EXHIBIT A

LEGAL DESCRIPTION OF THE UNITS

THE CONDOMINIUM UNITS (hereinafter referred to as the "Units") in the building (hereinafter referred to as the "Building") known as **353 West 57th Street Condominium** and by the street number **353-361 West 57th Street a/k/a 358-366 West 58th Street**, County of New York, State of New York, said Units being designated and described as **Units Nos. 1, 2 ,4 and 6** in a Declaration **dated 4/11/1985** made by **Irving Schatz**, pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a Plan for condominium ownership of the Building and the Land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which Declaration was recorded in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 in Reel 902 Page 1** as amended by **First Amendment to Declaration** dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, as amended by **Amended and Restated Declaration** made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2159 (which Declaration and Amendments thereto are hereinafter collectively referred to as the "Declaration"). These Units are also designated as **Tax Lots 1701, 1702, 1704 and 1706 in Block 1048** of the County of New York on the Tax Map of the Real Property Assessment Department and on the Floor Plans of the Building, certified by **Butler Rogers Baskett Architects**, and filed with the Real Property Assessment Department **as Condominium Plan No. 208** and also filed in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 as Condominium Map No. 4326** and recorded 4/24/1985 as Reel 8500 Page 4326, as amended by **Amended Condominium Plan No. 208-A** filed 5/11/1993 as **Amended Condominium Map No. 5192** and recorded 5/11/1993 as Reel 9300 Page 5192.

TOGETHER with an undivided **44.05105 %** interest (as to Unit 1, Lot 1701), **46.94011 %** interest (as to Unit 2, Lot 1702), **0.34577 %** interest (as to Unit 4, Lot 1704) and **3.89067 %** interest (as to Unit 6, Lot 1706) in the Common Elements (as such term is defined in the Declaration).

The Land on which the Building and Units are located is situated in the County of New York and State of New York and is more fully described in the Declaration.

As to Unit 1704, the premises hereby insured is the leasehold interest originally demised by that certain Lease dated as of 1/1/1999 made by and between Adrienne Schatz (a/k/a Adrianne Wachsler) and Cheryl Hirsch, as landlord and Henry Hudson Holdings LLC, as tenant, a Memorandum of which was dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2172 (as subsequently amended and assigned).

As to Unit 1706, the premises hereby insured is the leasehold interest originally demised by that Lease dated as of 2/11/1999 made by and between Irving Schatz, as landlord and Ian Schrager Hotels LLC, as tenant, (as subsequently amended and assigned).

EXHIBIT A

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of West 57th Street, distant 20 feet easterly from the corner formed by the intersection of the easterly side of Ninth Avenue with the northerly side of West 57th Street;

RUNNING THENCE easterly along the said northerly side of West 57th Street, 155 feet;

THENCE northerly parallel with Ninth Avenue, 200 feet 10 inches to the southerly side of West 58th Street;

THENCE westerly along the said southerly side of West 58th Street, 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of West 58th Street with the easterly side of Ninth Avenue;

THENCE southerly parallel with Ninth Avenue and part of the distance through a party wall, 100 feet 10 inches;

THENCE westerly parallel, more or less, with West 58th Street, 20 feet;

THENCE southerly and part of the way through a party wall, 100 feet to the northerly side of West 57th Street, the point or place of BEGINNING.

For Information Only: Said premises are known as 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 358-366 West 58th Street, Units 1, 2, 4 and 6, New York, NY and designated as Block 1048 Lots 1701, 1702, 1704 and 1706 as shown on the Tax Map of the City of New York, County of New York

EXHIBIT B

FORM OF CONDOMINIUM UNIT DEED

Attached

FORM OF CONDOMINIUM UNIT DEED

EC 58TH STREET LLC, GRANTOR

TO

[_____], GRANTEE

CONDOMINIUM UNIT[S] DEED[1]

353-361 West 57th Street a/k/a 356 West 58th Street
Unit[s] 1 [and 2]
New York, New York 10019

County:	**New York**
Block:	**1048**
Lots:	**1701 [and 1702]**

Record and Return To:

Cole Schotz P.C.
1325 Avenue of the Americas
19th Floor
New York, NY 10019
Attn: Jordan Metzger

[1] Purchaser reserves the right to bifurcate this Deed into separate deeds for each Unit, potentially with different Purchaser entities taking title to each Unit.

CONDOMINIUM UNIT[S] DEED

THIS INDENTURE, made as of the ___ day of _____, 2022, by EC 58th Street LLC, a Delaware limited liability company, having an address at c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022, (hereinafter referred to as the "**Grantor**") to [_____], a Delaware limited liability company having an address at c/o CSC Co-Living, 6 St. Johns Lane, New York, New York 10013 (hereinafter referred to as the "**Grantee**").

W I T N E S S E T H:

That the Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration, paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit[s] (the "**Unit[s]**") in the premises known as 353 West 57th Street Condominium in the Building (the "**Building**") located and known as and by street address 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, (the "**Property**"), designated and described as Unit No. 1 [and Unit No. 2] in that certain declaration of condominium (the "**Declaration**") establishing a plan for condominium ownership of the Building and the land upon which it is situate (the "**Land**") under Article 9-B of the Real Property Law of the State of New York, dated April 11, 1985 and recorded on April 24, 1985 in Reel 902 Page 1, which Declaration was amended by the First Amendment to Declaration made by Irving Schatz dated January 29, 1993 and recorded May 11, 1993 in Reel 1969 Page 2286 and was further amended by the Amended and Restated Declaration, dated as of February 12, 1999 and recorded July 16, 1999 in Reel 2913 Page 1753 and further amended by Amendment to Amended and Restated Declaration dated as of September 30, 1999 and recorded October 27, 1999 in Reel 2979 Page 2159 (which Declaration as amended is hereinafter referred to as the "**Declaration**"). The Unit[s] [is/are] also designated as Tax Lot[s] 1701 [and 1702] in Block 1048 Section 4 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by Butler Rogers Baskett Architects on March 27, 1985 and also filed with the Real Property Assessment Department of the City of New York on April 22, 1985 as Condominium Plan No. 208, and also filed in the New York County Register's Office on April 24, 1985 as Condominium Map No. 4326, as amended by amended Floor Plans Certified by Butler Rogers Baskett Architects on December 14, 1992, which amended Floor Plans were filed in the Real Property Assessment Department of the City of New York on May 5, 1993 as Condominium Plan No. 208A and also filed in the New York County Register's Office on May 11, 1993 as Condominium Map No. 5192.

The Unit[s] together with their undivided percentage interests in common elements and the premises within which the Unit[s] [is/are] located [is/are] more particularly described in Exhibit A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the by-laws of 353 West 57th Street Condominium (said by-laws, as the same may be amended from time to time, are hereinafter referred to as the "**By-Laws**").

Being the same premises conveyed to Grantor from Henry Hudson Holdings, LLC by Deed in Lieu of Foreclosure dated 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344628.

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit[s]; and

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land shall bind any person having at any time any interest or estate in the Unit[s], as though recited and stipulated at length herein.

Subject to such other liens, agreements, covenants, easements, restrictions and other matters of record as pertain to the Unit[s] and/or the Property.

TO HAVE AND TO HOLD the premises herein granted unto Grantee, the heirs or successors and assigns of the Grantee, forever.

If any provisions of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the New York Condominium Act, or if any provision· that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the New York Condominium Act, the applicable provisions of Article 26 of the Declaration shall control.

Except as otherwise provided in the Declaration or the By-Laws, the Unit[s] are intended for any lawful use.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purposes of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense ofthis indenture so require.

[SIGNATURES PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has duly executed this deed on the date first above written.

EC 58TH STREET LLC,
a Delaware limited liability company

By: _____
Name:
Title:

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the ___ day of _____ 2022 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 individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public (SEAL)

EXHIBIT A

Premises

PARCEL I (Unit 1 a/k/a EBC Unit, Lot 1701):

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit 1, also known as EBC Unit, in the building (hereinafter referred to as the "Building") known as 353 West 57th Street Condominium and by the street number 353 West 57th Street, New York, New York, said Unit being designated and described in a certain Declaration dated 4/11/1985 made by Irving Schatz pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the building is situated (which land is mor'< particularly described below), and which Declaration was recorded in the Office of the City Register New York County on 4/24/1985 in Reel 902 Page 1 and amended by First Amendment to Declaration dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, further amended by Amended and Restated Declaration made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999, recorded 10/27/1999 in Reel 2979 Page 2159 (which declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated as Tax Lot 1701 in Block 1048 of Section 4 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City Of New York and on the Floor Plans of the Building, Certified by Butler Rogers Baskett Architects, on 3/2711985 and filed in the Real Property Assessment Department of the City of New York on 4/22/1985 as Condominium Plan No. 208 and also filed in the New York County Register's Office on 4/24/1985 as Condominium Map No. 4326, as amended by amended Floor Plans Certified by Butler Rogers Baskett Architects, on 12/14/1992, which amended Floor Plans were filed in the Real Property Assessment Department of the City of New York on 5/5/1993 as Condominium Plan No.208A and also filed in the New York County Register's Office on 5/11/1993 as Condominium MapNo. 5192.

Together with an undivided 44.05105% interest in the common elements (as such term is defined in The Declaration

[PARCEL II (Unit 2 a/k/a Modified Hotel Unit, Lot 1702):

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit 2, also known as Modified Hotel Unit, in the building (hereinafter referred to as the "Building") known as 353 West57th Street Condominium and by the street number 353 West 57th Street, New York, New York, said Unit being designated and described in a certain Declaration dated 4/11/1985 made by Irving Schatz pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the building is situated (which land is more particularly described below), and which Declaration was recorded in the Office of the City Register, New York County on 4/24/1985 in Reel 902 Page 1 and amended by First Amendment to Declaration dated 1/29/1993 and

recorded 5/11/1993 in Reel 1969 Page 2286, further amended by Amended and Restated Declaration made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999, recorded 10/27/1999 in Reel 2979 Page 2159 (which declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated as Tax Lot 1702 in Block 1048 of Section 4 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City Of New York and on the Floor Plans of the Building, Certified by Butler Rogers Baskett Architects, on 3/27/1985 and filed in the Real Property Assessment Department of the City of New York on 4/22/1985 as Condominium Plan No. 208 and also filed in the 'New York County Register's Office on 4/24/1985 as Condominium Map No. 4326, as amended by amended Floor Plans Certified by Butler Rogers Baskett Architects, on 12/14/1992, which amended Floor Plans were filed in the Real Property Assessment Department of the City of New York on 5/5/1993 as Condominium Plan No. 208A and also filed in the New York County Register's Office on 5/11/1993 as Condominium Map No. 5192.

Together with an undivided 46.94011% interest in the common elements (as such term is defined in the Declaration.

Which Condominium Unit[s] [is/are] located on the land described below:

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street, distant 20 feet easterly from the comer formed by the intersection of the easterly side of Ninth Avenue with the northerly side of 57th Street;

RUNNING THENCE easterly along the said northerly side of 57th Street, 155 feet;

THENCE northerly parallel with Ninth Avenue, 200 feet 10 inches to the southerly side of 58th Street;

THENCE westerly along the said southerly side of 58th Street, 135 feet to a point distant 40 feet easterly from the comer formed by the intersection of the southerly side of 58th Street with the easterly side of Ninth Avenue;

THENCE southerly parallel with Ninth Avenue and part of the distance through a party wall, 100 feet 10 inches;

THENCE westerly parallel more or less with 58th Street, 20 feet; and

THENCE southerly and part of the way through another party wall, 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

Premises known as 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 358-366 West 58th Street, Unit[s] [1 and 2] New York, NY and designated as Block 1048 Lot[s] [1701 and 1702] as shown on the Tax Map of the City of New York, County of New York.

EXHIBIT C

ASSIGNMENT AND ASSUMPTION OF LEASE

KNOW ALL MEN BY THESE PRESENTS that **[_____]** ("**Assignor**"), in consideration of Ten ($10.00) Dollars and other good and valuable consideration in hand paid by [_____], a [_____] ("**Assignee**"), the receipt and sufficiency of which is hereby acknowledged, hereby assigns unto the Assignee all of Assignor's right, title and interest in and to the following:

That certain Lease agreement more fully described on Exhibit A attached hereto and made a part hereof (the "**Unit Lease**") on the land described on Exhibit B attached hereto and made a part hereof, being the same leasehold premises conveyed to Assignor by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as [CRFN 2020000344629] [CRFN 2020000344630]. This Assignment shall include, without limitation, an assignment of Assignor's right, title and interest in and to the "Security" and/or the "Security Deposit" under the Unit Lease (only if and to the extent that the lessor under the Unit Lease ("**Unit Lessor**") is holding any such "**Security**" and/or the "**Security Deposit**"), as well as all options, rights of first refusal, deposits, pre-paid rentals, privileges and other rights of Assignor thereunder.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, from and after the date hereof, subject to the terms, covenants, conditions and provisions contained in the Unit Lease.

1. Assignee on behalf of itself and its legal representatives, successors and assigns, hereby expressly assumes the performance of all of the terms, covenants and conditions of the Unit Lease herein assigned by Assignor to Assignee from and after the date hereof and hereby agrees to be bound by all of the terms, covenants, conditions and provisions contained in the Unit Lease from and after the date hereof.

2. None of the covenants or agreements set forth in this Assignment are for the benefit of, and none of the same shall be enforceable by, any person or entity other than the parties hereto and Unit Lessor, their respective successors and assigns, it being the intention of the parties hereto that no third party is intended to be a beneficiary of or with respect to such covenants and agreements, other than the parties hereto, their respective successors and assigns.

3. Assignor, in compliance with Section 13 of the Lien Law, covenants that Assignor will receive the consideration for this assignment and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any purpose.

4. This Assignment has been made, executed and delivered in and is to be governed, interpreted and construed in accordance with the laws of the State of New York.

5. Except as may be expressly set forth in that certain Purchase and Sale Agreement dated _____, 2022 between Assignor, as seller, and Assignee as buyer (the "Agreement"), this assignment is made without warranty or representation, express or implied, by or recourse against Assignor of any kind or nature whatever.

6. No shareholder, member, officer, director, manager or representative of Assignor or Assignee or any other person or entity other than Assignor and Assignee shall have any personal liability or obligation of any kind or nature whatsoever under this Assignment.

This Assignment may be signed in any number of counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Assignment may be executed by facsimile, electronic communications in portable document format (.pdf) or duplicate originals, and the parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands of the ____ day of _____, 2022.

ASSIGNOR:

By:_____

ASSIGNEE:

By:_____

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the ___ day of _____ 2022 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 individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public (SEAL)

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the ___ day of _____ 2022 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 individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public (SEAL)

Exhibit A

Exhibit B

Premises known as 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 358-366 West 58th Street, Unit [4] [6] New York, NY and designated as Block 1048 Lot [1704] [1706] as shown on the Tax Map of the City of New York, County of New York.

EXHIBIT D

FORM OF BILL OF SALE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS,

That, subject to the terms and conditions hereinafter set forth, **[_____]**, a Delaware limited liability company having an address c/o **[_____]** (collectively, "**Seller**") for and in consideration of the sum of Ten Dollars ($10.00), lawful money of the United States, to it in hand paid at or before delivery of these presents by [_____], a Delaware limited liability company having an address at _____ ("**Purchaser**"), the receipt and sufficiency of which Seller hereby acknowledges, has bargained and sold, and by these presents does grant and convey unto Purchaser, its successors and assigns, all right, title and interest of Seller in and to all of the Personal Property, Fixtures, Warranties, and Permits (as such terms are defined in that certain Purchase and Sale Agreement, dated _____, 2022, between Seller and Purchaser (the "**Agreement**")).

Seller grants and conveys the Personal Property, Fixtures, Warranties, and Permits unto Purchaser without recourse and without representation or warranty of any kind, express or implied (except to the extent of and only for so long as any applicable representation and warranty, as is set forth in the Agreement shall survive the closing of title thereafter, and subject to the limitations contained therein).

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever.

SELLER HAS MADE NO WARRANTY THAT THE PROPERTY COVERED BY THIS BILL OF SALE IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE AND THE SAME IS SOLD IN AN "AS IS" "WHERE IS" CONDITION. BY ACCEPTANCE HEREOF, PURCHASER AFFIRMS THAT IT HAS NOT RELIED ON ANY WARRANTY OF SELLER WITH RESPECT TO THE PERSONAL PROPERTY AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTEES, EXPRESSED, IMPLIED OR STATUTORY (EXCEPT TO THE EXTENT AND ONLY FOR SO LONG AS ANY APPLICABLE REPRESENTATION AND WARRANTY, IF ANY, IS AS SET FORTH IN THE AGREEMENT SHALL SURVIVE THE CLOSING OF TITLE THEREUNDER, AND SUBJECT TO THE LIMITATIONS CONTAINED THEREIN.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York.

This Bill of Sale shall be binding upon, enforceable by and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows immediately]

[_____]

By: _____

EXHIBIT E

EC 58th Street LLC
[_____]
[_____]
[_____]

353 West 57th Street
New York, New York 10019

Dear Tenant:

This letter is to notify you that effective _____, 2022, EC 58th Street LLC has sold its interest in [Unit #1, 4 and 6] in 353 West 57th Street, New York, New York to _____. In connection therewith EC 58th Street LLC has assigned the interest as landlord in all leases and tenancies and transferred all security deposits, if any, to _____.

Please forward all rent checks and inquiries direct to the new owner's representative at the address listed below.

New Owner: _____

Address: _____
_____

Telephone _____

Attn: _____

Very truly yours,

EC 58th Street LLC

By: _____

EXHIBIT F

FORM OF FIRPTA AFFIDAVIT

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person for U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ a _____ ("Seller"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Seller is not a disregarded entity as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii);

3. Seller's U.S. tax identification number is _____; and

4. Seller's office address is _____

Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury the undersigned declares that the undersigned has examined this certification and to the best of the undersigned's knowledge and belief it is true, correct, and complete, and the undersigned further declares that the undersigned has authority to sign this document on behalf of Seller.

Dated: _____ ___, 2022

_____ a
_____

By: _____

EXHIBIT G

FORM OF UNIT LEASE ESTOPPEL

Attached

LEASE ESTOPPEL CERTIFICATE

Landlord: A & C West 57 LLC, a New York limited liability company, with an address at c/o Schatzco V, LLC, 250 West 57th Street, Suite 901, New York, NY 10107

Tenant: EC 58th Street LLC, a Delaware limited liability company, having an address at c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022

Assignee: _____, a Delaware limited liability company, having an address of _____.

Premises: 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York, Unit No. 4

The undersigned Landlord, A & C West 57 LLC, a New York limited liability company, with an address at c/o Schatzco V, LLC, 250 West 57th Street, Suite 901, New York, NY 10107 (the "Landlord"), successor to Adrienne Schatz and Cheryl Hirsh as fee owner of the condominium unit known as Unit No. 4 (the "Store Unit") in the condominium known as 353 West 57th Street Condominium in the building known as and having the street address of 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York (the "Premises") and described on Exhibit A attached hereto, is Lessor under that certain Lease dated as of January 1, 1999 made by Adrienne Schatz and Cheryl Hirsh as original Landlord and Henry Hudson Holdings LLC, as original Tenant, as referenced in a memorandum of lease dated as of September 30, 1999 and recorded on October 27, 1999 in Reel 2979 Page 2172 ("Store Unit Lease"), as amended by an unrecorded Amendment to Lease dated as of September 30, 1999, and as further amended by an unrecorded Amendment to Lease dated as of August 13, 2004, and as assigned by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by and between Henry Hudson Holdings LLC, as assignor, and EC 58th Street LLC, as assignee, dated as of November 24, 2020, recorded on December 4, 2020 in CRFN 2020000344629, hereby certifies as follows:

1. The Store Unit Lease is now in full force and effect, and has not been further amended, modified or supplemented. There do not exist any other agreements (including subordination, non-disturbance and attornment agreements) concerning the Store Unit, whether oral or written to which Landlord and Tenant (or the predecessors or successors of either) are parties.

2. The lease term under the Store Unit Lease commenced on January 1, 1999 and expires on December 31, 2098, unless sooner terminated or extended in accordance with the terms of the Store Unit Lease. There are no options to renew.

3. The amount of Monthly Base Rent under the Store Unit Lease is currently $_____ per month.

4. The Monthly Base Rent and all other charges (if any) have been paid through _____.

5. There are no existing defaults (or events which, with the passage of time or the giving of notice, or both, would constitute a default) on the part of either Landlord or Tenant in the performance of any covenant, agreement, term, provision or condition contained in the Store Unit Lease other than _____.

6. Landlord is holding a security deposit under the Store Unit Lease in the amount of $_____. None of the security deposit has been applied by Landlord to payment of rent or any other amounts due under the Store Unit Lease, except as follows: _____.

7. There are currently no mortgages, deeds of trust or other security instruments encumbering the fee interest in the Store Unit.

8. As of the date hereof, no options, rights of first refusal, rights to terminate, renew or extend the Store Unit Lease other than as described in the Store Unit Lease exist.

9. Landlord agrees that this Estoppel Certificate may be relied upon by Tenant, any mortgagee of Tenant, Assignee, any mortgagee of Assignee, and all of their respective successors and assigns.

10. Landlord's address for notices under the Store Unit Lease is:

A & C West 57 LLC
c/o Schatzco V, LLC
250 West 57th Street
Suite 901
New York, New York 10107
Attn: _____

With a copy to:
[ ]
[ ]
[ ]

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Store Unit Lease.

[The remainder of this page is left blank intentionally.]

LANDLORD:

A & C WEST 57 LLC
a New York limited liability company

By: _____
Name:_____
Title: _____

EXHIBIT A

Legal Description of Premises and the Store Unit

The Condominium Unit (the "Unit") known as the Store Unit, also known as Unit No. 4 in the premises known as 353 West 57th Street Condominium and by the street number 353-361 West 57th Street a/k/a 356 West 58th Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as the Store Unit and also known as Unit No. 4 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 April 11, 1985 and recorded April 24, 1985 in the Office of the Register of The City of New York, County of New York, in Reel 902, Page 1, as amended by the Amendment of Declaration, dated January 29, 1993 and recorded May 11, 1993 in the Office of the Register of the City of New York, in the County of New York, in Reel 1969 and Page 2286, as further amended by the Amended and Restated Declaration, dated February 12, 1999 and recorded July 16. 1999 in the Office of the Register of the City of New York, in the County of New York, in Reel 2913 and Page 1753, and Amendment to Amended and Restated Declaration, dated September 30, 1999 and recorded October 27, 1999 in the Office of the Register of the City of New York, in the County of New York in Reel 2979 and Page 2159 (which Declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated and described as Tax Lot No. 1704 in Block 1048, Section 4, Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of said Building certified by Butler Rogers Baskett Architects, on March 27, 1985 and filed on April 22, 1985 as Condominium Plan No. 208, and on April 24, 1985 as Map No. 4326, as amended on December 14, 1992 and filed on May 5, 1993 as Plan No. 208A (Amendment to Plan No. 208), and on May 11, 1993 as Map No. 5192 in the aforesaid Register's Office.

The land upon which the Building Containing the Unit is erected is described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lyingand being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street distant 20 feet easterly from the corner formed by the intersection of the easterly side of 9th Avenue with the northerly side of 57th Street;

RUNNING THENCE easterly along the said northerly side of 57th Street, 155 feet;

THENCE northerly parallel with 9th Avenue 200 feet 10 inches to the southerly side of 58th Street;

THENCE westerly along the said southerly side of 58th Street 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of 58th Street with the easterly side of 9th Avenue;

THENCE southerly parallel with 9th Avenue and part of the distance through a party wall 100 feet 10 inches;

THENCE westerly parallel more or less with 58th Street 20 feet; and

THENCE southerly and part of the way through another party wall 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

TOGETHER with an undivided 0.34577 interest in the Common Elements (as such term is defined in the Declaration).

LEASE ESTOPPEL CERTIFICATE

Landlord: Hudson 10th Floor LLC, a Delaware limited liability company, with an address at c/o SchatzCo V, LLC, 1325 Avenue of the Americas, 28th Floor, New York, New York 10019

Tenant: EC 58th Street LLC, a Delaware limited liability company, having an address at c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022

Assignee: _____, a Delaware limited liability company, having an address of_____.

Premises: 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York, Unit No. 6

The undersigned Landlord, Hudson 10th Floor LLC, a Delaware limited liability company, with an address at c/o SchatzCo V, LLC, 1325 Avenue of the Americas, 28th Floor, New York, New York 10019 (the "Landlord"), successor to Adrienne Schatz and Cheryl Hirsh, as Executrices of the last will and testament of Irving Schatz, as fee owner of the condominium unit known as Unit No. 6 (the "Tenth Floor Unit") in the condominium known as 353 West 57th Street Condominium, in the building known as and having the street address of 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York (the "Premises") and described on Exhibit A attached hereto, is Lessor under that certain Amended and Restated Lease dated as of February 11, 1999 made by Irving Schatz, as original Lessor and Ian Schrager Hotels LLC, as original Lessee, as referenced in a memorandum of lease dated as of February 12, 1999 and recorded March 23, 1999 in Reel 2841 Page 1872 (the "Tenth Floor Unit Lease"), as assigned by Assignment and Assumption of Lease made by and between Ian Schrager Hotels LLC, as assignor, to Henry Hudson Holdings LLC, as assignee, dated as of February 12, 1999 and recorded March 23, 1999 in Reel 2841 Page 1882, and as amended by an unrecorded Amendment to Lease made by and between Irving Schatz and Henry Hudson Holdings LLC dated as of August 17, 2004, and as further assigned by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by and between Henry Hudson Holdings LLC, as assignor, and EC 58th Street LLC as assignee, dated as of November 24, 2020 and recorded December 4, 2020 in CRFN 2020000344630, hereby certifies as follows:

1. The Tenth Floor Unit Lease is now in full force and effect, and has not been further amended, modified or supplemented. There do not exist any other agreements (including subordination, non-disturbance and attornment agreements) concerning the Tenth Floor Unit, whether oral or written to which Landlord and Tenant (or the predecessors or successors of either) are parties.

2. The lease term under the Tenth Floor Unit Lease commenced on December 1, 1997 and expires on November 30, 2096, unless sooner terminated or extended in accordance with the terms of the Tenth Floor Unit Lease. There are no options to renew

3. The amount of Monthly Base Rent under the Tenth Floor Unit Lease is currently $_____ per month.

4. The Monthly Base Rent and all other charges (if any) have been paid through _____.

5. There are no existing defaults (or events which, with the passage of time or the giving of notice, or both, would constitute a default) on the part of either Landlord or Tenant in the performance of any covenant, agreement, term, provision or condition contained in the Tenth Floor Unit Lease other than _____.

6. Landlord is holding a security deposit under the Tenth Floor Unit Lease in the amount of $_____. None of the security deposit has been applied by Landlord to payment of rent or any other amounts due under the Tenth Floor Unit Lease, except as follows: _____.

7. There are currently no mortgages, deeds of trust or other security instruments encumbering the fee interest in the Tenth Floor Unit.

8. As of the date hereof, no options, rights of first refusal, rights to terminate, renew or extend the Tenth Floor Unit Lease other than as described in the Tenth Floor Unit Lease exist.

9. Landlord agrees that this Estoppel Certificate may be relied upon by Tenant, any mortgagee of Tenant, Assignee, any mortgagee of Assignee, and all of their respective successors and assigns.

10. Landlord's address for notices under the Tenth Floor Unit Lease is:

Hudson 10th Floor LLC
c/o SchatzCo V, LLC
1325 Avenue of the Americas, 28th Floor
New York, New York 10019

With a copy to:
[ ]
[ ]
[ ]

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Tenth Floor Unit Lease.

LANDLORD:

HUDSON 10TH FLOOR LLC
a Delaware limited liability company

By: _____
Name:_____
Title: _____

EXHIBIT A

Legal Description of the Premises and Tenth Floor Unit

The Condominium Unit (the "Unit") known as the Tenth Floor Unit, also known as Unit 6 in the premises known as 353 West 57th Street Condominium and by the street number 353-361 West 57th Street a/k/a 356 West 58th Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as the Tenth Floor and also known as Unit 6 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 April 11, 1985 and recorded April 24, 1985 in the Office of the Register of The City of New York, County of New York, in Reel 902, Page 1, as amended by the Amendment of Declaration, dated January 29, 1993 and recorded May 11, 1993 in the Office of the Register of the City of New York, in the County of New York, in Reel 1969 and Page 2286, as further amended by the Amended and Restated Declaration, dated February 12, 1999 and recorded July 16, 1999 in the Office of the Register of the City of New York, in the County of New York, in Reel 2913 and Page 1753, and Amendment to Amended and Restated Declaration, dated September 30, 1999 and recorded October 27, 1999 in the Office of the Register of the City of New York, in the County of New York in Reel 2979 and Page 2159 (which Declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated and described as Tax Lot No. 1706, Block 1048, Section 4, Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of said Building certified by Butler Rogers Baskett Architects, on March 27, 1985 and filed on April 22, 1985 as Condominium Plan No. 208, and on April 24, 1985 as Map No. 4326, as amended on December 14, 1992 and filed on May 5, 1993 as Plan No. 208A (Amendment to Plan No. 208), and on May 11, 1993 as Map No. 5192 in the aforesaid Register's Office.

The land upon which the Building containing the Unit is erected is described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street distant 20 feet easterly from the corner formed by theintersection of the easterly side of 9th Avenue with the northerly side of 57th Street;

RUNNING THENCE easterly along the said northerly side of 57th Street, 155 feet;

THENCE northerly parallel with 9th Avenue 200 feet 10 inches to the southerly side of 58th Street;

THENCE westerly along the said southerly side of 58th Street 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of 58th Street with the easterly side of 9th Avenue;

THENCE southerly parallel with 9th Avenue and part of the distance through a party wall 100 feet 10 inches;

THENCE westerly parallel more or less with 58th Street 20 feet; and

THENCE southerly and part of the way through another party wall 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

Together with an undivided 3.89067% interest in the Common Elements (as such term is defined in the Declaration).

EXHIBIT H

FORM OF CONDOMINIUM ESTOPPEL

Attached

CONDOMINIUM ESTOPPEL CERTIFICATE

TO:

CSC Hudson LLC ("Purchaser")
c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013

Re: The (i) declaration of condominium dated April 11, 1985 made by Irving Schatz (the "Original Declaration") pursuant to Article 9-B of the Real Property Law of the State of New York, as amended establishing a plan for condominium ownership of which Original Declaration was recorded in the New York County Office of the Register of the City of New York on April 24, 1985 in Reel 902 Page 1, which Original Declaration was amended by the First Amendment to Declaration made by Irving Schatz dated January 29, 1993 and recorded May 11, 1993 in Reel 1969 Page 2286 and which Original Declaration was further amended by the Amended and Restated Declaration, dated as of February 12, 1999, made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch (the "A&R Declaration"), which A&R Declaration was recorded July 16, 1999 in Reel 2913 Page 1753 (and which A&R Declaration, by its terms, restated the Original Declaration in its entirety), and which A&R Declaration was amended by the Amendment to Amended and Restated Declaration, dated September 30, 1999, and recorded on October 27, 1999 in Reel 2979 Page 2159 (collectively, the "Declaration"); (ii) by-laws, including the rules and regulations and all other exhibits and schedules attached thereto (the "By-Laws") of 353 West 57th Street Condominium (the "Condominium"); and (iii) Purchase and Sale Agreement (the "PSA"), dated January ___, 2022, by and between the EC 58th Street LLC, a Delaware limited liability company, having an address at c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022 (the "Seller"), and CSC Hudson, LLC, a Delaware limited liability company, having an address at c/o CSC Co-Living, 6 St. Johns Lane, New York, New York 10013 ("Purchaser") for the conveyance of Unit 1 and Unit 2 of the Condominium (the "Owned Units") and Unit 4 and Unit 6 of the Condominium (the "Leased Units") (collectively, the "Units"). Capitalized terms used herein and not defined shall have the meaning ascribed to such terms in the Condominium Documents and the PSA.

The undersigned is a duly authorized representative of the Board of Managers of the Condominium (the "Board"). The Board, hereby certifies to Purchaser as follows:

1. All Common Charges with respect to the Units which are due have been paid in full and, there are no outstanding liens, claims, dues or charges (including, without limitation, Common Charge Liens) due to the Condominium with respect to the Units. There are no pending emergency or special assessments, capital improvements, remedial assessments, unpaid liens or other financial obligations imposed by the Board with respect to the Units, and the Seller is current in regard to all its financial obligations to the Board and the Condominium.

2. The current total monthly Common Charges for the Units are as follows:

    a. Unit 1: $0.00.

    b. Unit 2: $0.00.

    c. Unit 4: $0.00.

    d. Unit 6: $0.00.

3. Neither the Board nor any party to any Condominium Document has a right of first refusal to lease or purchase the Units and Seller may freely without hindrance lease or sell the Units pursuant to the express terms of the Condominium Documents.

4. The Board has no claims, demands, or offset rights against Seller.

5. The Declaration and By-Laws are in full force and effect and have not been modified or supplemented or amended except as set forth above.

6. To the actual knowledge of the undersigned on behalf of the Board, neither the Units nor Seller is in violation or breach of, or in default under, any of the Condominium Documents, and the Board has no actual knowledge of any event or condition which, with the passage of time or the giving of notice or both, would constitute such a violation, breach or default by the Units or Seller. To the best of the knowledge of the undersigned on behalf of the Board, the Board has not received written notice of any claims, demands, causes of action or proceedings, pending or threatened, against the Units or Seller.

7. The undersigned representative of the Board agrees that this Estoppel Certificate may be relied upon by Purchaser, any assignee of Purchaser's rights under the PSA (collectively, "Assignee"), any mortgagee of Purchaser, any mortgagee of Assignee, and all of their respective successors and assigns.

8. The undersigned representative of the Board is duly authorized and fully qualified to execute this Estoppel Certificate on behalf of the Board thereby binding the Board and the Condominium.

EXECUTED this _____ day of _____, 2022.

THE BOARD OF MANAGERS OF
353 WEST 57TH STREET
CONDOMINIUM

By:_____
Name:

EXHIBIT I-1

FORM OF CBA ASSUMPTION AGREEMENT

Attached

Exhibit I-1

ASSUMPTION AGREEMENT

This Agreement (the "Agreement") made as of this _ day of _____, 2022, by and between PURCHASER NAME, on its own behalf and on behalf of any affiliated or related entity and any current or future owner, manager or operator, and their respective successors or assigns (collectively, "Purchaser"), and the New York Hotel and Motel Trades Council, AFL-CIO ("Union").

Whereas, Purchaser has agreed to purchase the hotel known as "[HOTEL NAME]" (the "Hotel"), from the current owner, [SELLER NAME] ("Seller"); and

Whereas, Seller is bound to, *inter alia*, Article 59 of the collective bargaining agreement known as the Industry Wide Agreement between the Union and the Hotel Association of New York City, Inc. ("IWA"); and

Whereas, Article 59 of the IWA requires successors, assigns and transferees ("successor") to be bound to the IWA;

Whereas, Purchaser agrees that it will be a successor to the obligations under the IWA;

Now, therefore it is agreed:

1. Purchaser agrees that it shall retain all current bargaining unit employees, whose employment will continue uninterrupted and without loss of seniority, compensation, benefits or fringe benefits, and with no adverse effect on other terms and conditions of employment, subject to the IWA and applicable law.

2. Purchaser agrees that, effective as of the date of the closing, it has assumed, adopted and is bound by all of the terms, both economic and non-economic, of the IWA and those agreements and practices supplementing the IWA.

3. By virtue of the closing, Purchaser acknowledges that no new verification of currently valid I-9 forms will be necessary.

4. Effective immediately any and all disputes between the parties hereto or regarding the interpretation or application of this Agreement shall be subject to the grievance and arbitration provisions of the IWA, the entirety of which is incorporated herein by reference.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above herein.

UNION	**PURCHASER**
New York Hotel and Motel Trades Council, AFL-CIO	PURCHASER NAME
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Authorized to Sign	Authorized to Sign
Dated: _____	Dated: _____

EXHIBIT I-2

FORM OF ALTERNATIVE AGREEMENT

Attached

MEMORANDUM OF AGREEMENT

This Agreement (the "Agreement") is by, between and among **EC 58th Street LLC d/b/a The Hudson Hotel,** as Seller Party on their own behalf and on behalf of any of their related and affiliated entities, and any current or future owner, manager, or operator, and their respective successors and assigns (hereinafter referred to as the "Seller"), **CSC Hudson LLC** on their own behalf and on behalf of any related and affiliated entities, and any current or future owner, manager, or operator, and their respective successors and assigns (collectively hereinafter referred to as "Purchaser" or "Employer") and the New York Hotel and Motel Trades Council, AFL-CIO (the "Union" or "HTC").

WHEREAS, the Seller and the Union are bound to the Hotel Association of New York City, Inc. – New York Hotel and Motel Trades Council, AFL-CIO Industry Wide Collectively Bargaining Unit (the CBA referred to as the "IWA") with respect to the property located at 356 West 58th Street, New York, NY 10019 (the "Property").

WHERAS, HTC represents employees employed by Seller and at the Property ("Bargaining Unit") are currently comprised of employees listed in Attachment A ("Current Employees");

WHEREAS, the Seller and Purchaser have discussed a transaction pursuant to which the Seller will sell the Property upon which the former Hudson Hotel (the "Hotel") was operated, which Hotel is subject to the IWA; and

WHEREAS, the Purchaser intends to renovate the Property and operate it as a residential building.

NOW, THEREFORE, IT IS AGREED:

1. Effective immediately upon the Closing of the transaction, the Purchaser shall offer voluntary enhanced severance pay in the amount of thirty-five days (35) days per year of employment with the Hotel ("Enhanced Severance"), in addition to any Article 52 severance, minus any bridge payments already made, less usual statutory deductions, to all of the Hotel's Current Employees, as listed in Attachment A. The amount of Enhanced Severance will be calculated in accordance with the provisions of IWA Article 52, using the years of service and wage rate as of today's date. Only Article 52 severance pay shall be subject to Fund contributions. The payment of Enhanced Severance to the Hotel's Employees as listed in Attachment A shall constitute full satisfaction of any obligation of the Seller and Purchaser under Articles 52 and 57 of the IWA with respect to any employees or former employees of the Hotel. All employees accepting Enhanced Severance shall, as a condition of receiving same, execute a general release.

2. The Purchaser shall pay withdrawal liability to the Pension Fund in an amount assessed by the Pension fund using the Segal Blend formula in one lump sum payment within 60 days of the receipt of the demand to pay withdrawal liability from the Pension Fund.

3. Purchaser intends to convert the Hotel into market based residential housing or any other use other than a hotel or private membership club (collectively referred to as "converted use"). Unless and until the Purchaser converts the Property into market based residential housing, the IWA shall continue to apply (e.g., the Purchaser obtains all of the necessary

permits and approvals and commence renovations). No engineers shall be laid off during the renovation of the Property.

4. If Purchaser, or its successor thereafter operates a hotel, private membership club, or food and beverage operation at the Property, or if the residential building offers leases of less than one (1) year, the former Employees shall be recalled and Purchaser, or its successor, shall be subject to the terms and conditions of the IWA and any agreements or practices supplementing the IWA, including the right to daily room clean. All current employees shall retain their rights to all fairly claimable bargaining unit work at the Property.

5. Upon Local 94-94A-94B International Union of Operating Engineers, AFL-CIO ("Local 94") presenting signed authorization cards to the Purchaser demonstrating that Local 94 has the support of the majority of engineering bargaining unit employees, the Purchaser shall recognize Local 94 as the exclusive bargaining representative of bargaining unit employees.

6. Upon Purchaser's recognition of Local 94 as described above in Paragraph 6, the Purchaser agrees to adopt the terms of the Residential Building Agreement between the Realty Advisory Board on Labor Relations Incorporated and Local 94-94A-94B International Union of Operating Engineers, AFL-CIO (Local 94 CBA). The Purchaser shall sign a separate assent to the Local 94 CBA. No engineer shall be laid off, suffer a loss of hours, hourly or weekly wages, or suffer any other adverse effect as a result of the execution, assignment, or adoption of this Agreement. It is understood that the current engineering employees will receive enhanced severance pursuant to Paragraph 1 above.

7. Upon Local 32BJ SEIU ("32BJ") presenting signed authorization cards to the Purchaser demonstrating that 32BJ has the support of the majority of the non-engineering bargaining unit employees, the Purchaser shall recognize 32BJ as the exclusive bargaining representative of bargaining unit employees.

8. Upon the Purchaser's recognition of 32BJ as described above in Paragraph 4, the Purchaser agrees to adopt the terms of the Apartment Building Agreement between the Realty Advisory Board on Labor Relations Incorporated and Service Employees International Union, Local 32BJ ("32BJ Contract"). The Purchaser shall sign a separate assent to the 32BJ Contract. Bargaining unit positions in the converted use of the Property shall first be offered to Current Employees by seniority.

9. The HTC will disclaim interest in the above-described Bargaining Unit, upon the Purchaser's recognition of Local 94 and 32BJ as described above in Paragraphs 6 and 8.

10. This Agreement shall be binding on Purchaser's successors and assigns in accordance with IWA Article 59, the entirety of which is incorporated herein by reference. Purchaser agrees to adopt and assume the IWA subject to this Agreement. Upon closing of the sale of the Property to Purchaser, Seller shall be deemed to have complied with Article 59 of the IWA by virtue of this Agreement.

11. With the exception of disputes arising under Paragraphs 6 and 8 above, any disputes between the parties or regarding this Agreement shall be subject to binding arbitration

pursuant to the grievance and arbitration provisions of the IWA, the entirety of such grievance and arbitration provisions being incorporated herein by reference. Disputes arising under Paragraphs 7 or 9 above shall be subject to binding arbitration pursuant to the respective grievance and arbitration provisions of the Local 94 or 32BJ Contract, the entirety of such grievance and arbitration provisions being incorporated herein by reference.

12. This Agreement shall be subject to ratification by the Union.

Dated: _____, 2021

SELLER:

_____
By:
Title:
Authorized to Sign

PURCHASER:

_____
By:
Title:
Authorized to Sign

HTC:

_____
Richard Maroko
President
Authorized to Sign

32BJ:

_____
By:
Title:
Authorized to Sign

Local 94

_____
By:
Title:
Authorized to Sign

EXHIBIT J

Seller's Bring Down Certificate

SELLER'S CERTIFICATE

Reference is made to that certain Purchase and Sale Agreement dated as of [_____] [__], 20[__] (the "**Agreement**"), by and between EC 58TH STREET LLC, a Delaware limited liability company, having an address c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022 (collectively, "**Seller**"), and [_____], having an address c/o [_____] ("**Purchaser**"), for the purchase and sale of the Premises. All capitalized terms not otherwise defined herein, shall have the meaning ascribed thereto in the Agreement.

Seller hereby certifies to Purchaser that all of the warranties and representations of Seller made in the Agreement are true and correct in all material respects as of the date hereof, except as follows: [_____].

Nothing contained herein shall be deemed to expand the representations and warranties made by Seller under the Agreement or to expand the liability of Seller thereunder.

Dated: _____ __, 20__

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed this certification the day and year first above written.

SELLER:

EC 58TH STREET LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT K

Form of Assignment and Assumption of Contracts

Attached

Form of Assignment and Assumption of Contracts

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (this "**Assignment**"), made as of the [ ] day of [ ], 2022, between EC 58th STREET LLC, a Delaware limited liability company having an address c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022 (collectively, "**Assignor**") and [ ], a Delaware limited liability company having an address [ ] ("**Assignee**"):

RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of [ ], between Assignor, as seller, and Assignee, as purchaser (the "**Agreement**"), Assignor is selling the Premises (as such term is more particularly described in the Agreement) to Assignee; and

WHEREAS, in connection with the purchase and sale of the Premises, Assignee has elected (in its sole and absolute discretion) to assume from Assignor, and Assignor is therefore obligated to assign to Assignee, the Assumed Contracts (as defined below), and Assignor and Assignee agree that such assignment and assumption shall be subject to the terms and conditions set forth in this Assignment.

NOW THEREFORE, in consideration of the foregoing promises, covenants and undertakings contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Assignor hereby assigns, transfers, sets-over, delivers and conveys unto Assignee all of the rights, title, interest, benefits and privileges of Assignor, as owner, under all of the service, maintenance, supply and other agreements (collectively, the "Assumed Contracts") in effect relating to the operation of the Premises but only to the extent listed on Schedule A annexed hereto and incorporated herein by this reference, TO HAVE AND TO HOLD all and singular subject as aforesaid, unto Assignee. This Assignment is made without any recourse and without representation or warranty of any kind, express or implied (except to the extent and only for so long as any representation and warranty, if any, regarding the Assumed Contracts as is set forth in the Agreement shall survive the closing of title thereunder, and subject to the limitations contained therein, which are hereby incorporated herein by reference).

2. Assignee hereby expressly assumes all of the obligations imposed upon the owner of the Premises under the Assumed Contracts which accrue from and after the date hereof.

3. This Assignment shall be binding upon, enforceable by and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Assignment may be signed in multiple counterparts which, when taken together and signed by all parties and delivered to any other party hereto, shall constitute a binding

Assignment between the parties. Facsimile or portable document format (PDF) copies hereof and facsimile or PDF signatures shall have the same force and effect as originals.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this instrument as of the date first set forth above.

ASSIGNOR:

EC 58th STREET LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[Signatures Continue on Following Page]

[Signature Page to Assignment and Assumption of Contracts]

ASSIGNEE:

_____,
a Delaware limited liability company]

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption of Contracts]

Schedule A to Assignment of Contracts

EXHIBIT L

Form of Holdback Escrow Agreement

Attached

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "**Escrow Agreement**"), dated as of _____, 2022, is by and among EC 58TH STREET LLC, a Delaware limited liability company ("**Seller**"), [_____], a Delaware limited liability company ("**Purchaser**"), and ROYAL ABSTRACT ("**Escrow Agent**").

RECITALS:

A. WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement, effective as of February __, 2022 (the "**Purchase Agreement**"). All initially capitalized terms not otherwise defined in this Escrow Agreement shall have the meaning ascribed to such term in the Purchase Agreement.

B. WHEREAS, of even date herewith, Seller and Purchaser have consummated the Closing and, in connection therewith, Seller and Purchaser desire to establish an escrow with Escrow Agent pursuant to Section 8.2 of the Purchase Agreement.

C. WHEREAS, Purchaser and Seller desire to appoint Escrow Agent as the escrow agent pursuant to this Escrow Agreement, and Escrow Agent is willing to act as escrow agent hereunder.

D. WHEREAS, Escrow Agent has agreed to hold and disburse the Escrow Funds (defined below) pursuant to the terms of this Escrow Agreement.

NOW THEREFORE, in consideration of the covenants and agreements contained in this Escrow Agreement, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

ARTICLE I
APPOINTMENT OF ESCROW AGENT

The parties hereto hereby appoint the Escrow Agent to act as escrow agent hereunder, and the Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. Escrow Agent shall hold, invest and disburse the Escrow Funds in accordance with the terms of this Escrow Agreement, which terms shall include, without limitation, the provisions of Article 3 below.

ARTICLE II
ESCROW

2.1 Escrow. Seller hereby deposits TWO MILLION ONE HUNDRED THOUSAND AND NO/100 Dollars ($2,100,000.00), (such deposited funds together with any interest earned thereon are hereinafter referred to as the "**Escrow Funds**") into escrow with the Escrow Agent, and the Escrow Agent hereby acknowledges receipt thereof. Seller hereby expressly confirms that it has instructed Escrow Agent to retain the Escrow Funds from the net sales proceeds payable to Seller upon the Closing under the Purchase Agreement. The Escrow Funds, together with the interest

thereon, shall be deposited by Escrow Agent into a federally insured, interest bearing account reasonably acceptable to Seller and Purchaser (the "**Holdback Account**"). Escrow Agent hereby agrees that the Escrow Funds shall not be commingled with any other funds.

2.2 Fee; Waiver of Offset. Escrow Agent was selected as escrow agent and as the title agent, in connection with the Closing under the Purchase Agreement, in part because it agreed to act as Escrow Agent hereunder without any additional consideration due to it, and Escrow Agent acknowledges that it is not due any additional fee for its services hereunder. Escrow Agent agrees that it will not pay or attempt to pay or otherwise satisfy any claim it may have, whether arising under this Agreement or otherwise from the Escrow Funds.

2.3 Disbursement of Escrow Funds. The Escrow Funds shall be held in escrow by Escrow Agent in accordance with the following terms:

2.3.1. From time to time up until 5:00 p.m. Eastern Standard time on the one hundred fiftieth (150th) day after the Closing Date (the "**Release Date**"), in the event Purchaser makes a claim for a breach of any Surviving Seller Representation ("**Claim**") as specifically set forth in the Purchase Agreement, Purchaser may request payment from the Escrow Funds by giving written notice of its Claim to Escrow Agent and to Seller (the "**Purchaser Claim Notice**"), certifying in such notice the nature of the Claim, the amount thereof if then ascertainable and, if not then ascertainable, a good faith estimate of the amount thereof and the provision(s) of the Purchase Agreement on which the claim is based. If Escrow Agent does not receive a written objection (an "**Objection Notice**") from Seller within ten (10) Business Days after Escrow Agent's receipt of a Purchaser Claim Notice, Seller shall be deemed to have authorized payment of the Purchaser Claim Notice from the Escrow Funds, and Escrow Agent shall promptly pay to Purchaser the amount of such Claim to the extent of the balance of the Escrow Funds. If within such period of ten (10) Business Days, the Escrow Agent shall receive an Objection Notice from Seller, then Escrow Agent shall not pay such claim and reserve and set aside a portion of the Escrow Funds equal to the amount of such Claim (each, a "**Claim Reserve**"); provided, however, that if the corresponding Purchaser Claim Notice specifies that the amount of Claim is not then ascertainable, Escrow Agent shall set aside a portion of the Escrow Funds equal to one hundred ten percent (110%) of the good faith estimate amount set forth in such Claim for such corresponding Claim Reserve.

2.3.2 Upon the receipt by the Escrow Agent of (i) joint written instructions signed by Purchaser and Seller or (ii) a copy of a final and non-appealable determination, finding, judgment and/or award by a court of competent jurisdiction hearing a claim, Escrow Agent shall pay the portion of the Claim Reserve directed to be paid therein to Purchaser or Seller as the case may be.

2.3.3 Delivery of Disbursements. Unless otherwise notified by the recipient of funds from the Escrow Funds, disbursements shall be made by wire transfer to an account designated by the recipient.

2.3.4 On Release Date, the balance of the Escrow Funds, less the Claim Reserve and an amount equal to the amount of all Claims made prior to the Release Date for which the time period permitted for Seller to provide an Objection Notice has not elapsed, if any, shall be paid to Seller. Upon resolution of all remaining timely provided Purchaser Claim Notices and Objection Notices, the remaining balance of the Escrow Funds shall be paid to Seller.

2.3.5 This Escrow Agreement shall terminate upon the disbursement by Escrow Agent of all of the Escrow Funds in accordance with this Escrow Agreement and Escrow Agent shall thereupon be discharged.

ARTICLE III
LIABILITY OF ESCROW AGENT

3.1 Liability of Escrow Agent. Escrow Agent shall have no liability or obligation with respect to the Escrow Funds except for Escrow Agent's willful misconduct or gross negligence. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Escrow Agreement. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds is deposited, this Escrow Agreement or the Purchase Agreement, or to appear in, prosecute or defend any such legal action or proceeding.

3.2 Authorization of Escrow Agent. The Escrow Agent is authorized and instructed to comply with orders issued or process entered by any court of competent jurisdiction with respect to the Escrow Funds. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

3.3 Indemnification of Escrow Agent. Seller and Purchaser hereby agree, jointly and severally, to indemnify and hold harmless the Escrow Agent and its directors, officers and employees from and against any and all losses, liabilities, expenses, claims and demands (including reasonable attorneys' fees and expenses) arising out of or in connection with the

performance of the Escrow Agent's obligations in accordance with the provisions of this Escrow Agreement, except for the Escrow Agent's own gross negligence or willful misconduct. The obligations of Purchaser and Seller under this Section shall survive any termination of this Escrow Agreement.

ARTICLE IV
MISCELLANEOUS

4.1 Assignment; Successors and Assigns; Third Parties. Except as otherwise provided herein, neither Purchaser nor Seller shall convey, assign or otherwise transfer any of its rights or obligations under this Escrow Agreement without the express written consent of the other party. Any conveyance, assignment or other transfer of any of Escrow Agent's rights and obligations under this Escrow Agreement shall require express written consent of both Purchaser and Seller. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Escrow Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the parties hereto and their successors and permitted assigns.

4.2 Tax Reporting. Seller and Purchaser agree that, for tax reporting purposes, all interest or other income earned from the investment of the Escrow Funds in any tax year shall (a) to the extent such interest or other income is distributed by the Escrow Agent to any person or entity pursuant to the terms of this Escrow Agreement during such tax year, be reported as allocated to such person or entity, and (b) otherwise shall be reported as allocated to Seller.

4.3 Entire Agreement. This Escrow Agreement and the Purchase Agreement set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written. In the event of any direct conflict of the terms of this Escrow Agreement with the terms of the Purchase Agreement, the terms of this Escrow Agreement shall control and prevail.

4.4 Severability. If a provision of this Escrow Agreement is deemed to be contrary to law, that provision will be deemed separable from the remaining provisions of this Escrow Agreement, and will not affect the validity, interpretation or effect of the other provisions of either this Escrow Agreement or any agreement executed pursuant to it or the application of that provision to other circumstances not contrary to law.

4.5 Notices. All notices that are required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or sent by registered or certified mail (return receipt requested and postage prepaid), email or Federal Express or other nationally recognized overnight delivery service; provided, however, if such notice is sent by email, a copy of such notice shall also be sent by one (1) of the other foregoing notice methods within one (1) business day after the day that the email notice is sent. Any notice shall be deemed given upon the earlier of the date when received at, or the third day after the date when sent by registered or certified mail or the day after the date when sent by Federal Express or the day of when sent by email to, the address or

email set forth below, unless such address or email is changed by written notice to the other parties in accordance with this Escrow Agreement:

If to Seller: EC 58th Street LLC
c/o Cain International US Services LP
350 Park Avenue, 14th Floor
New York, New York 10022
Attention: Cain Legal
Email: legal@cainint.com

and: Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, New York 10017
Attention: Farah S. Ahmed, Esq.
Email: ahmedf@gtlaw.com

If to Purchaser: _____
c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013
Attention: Sal Smeke and Alberto Smeke
Email: ss@csc-coliving.com
as@csc-coliving.com

With a copy to: Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attn: Jordan J. Metzger, Esq.
Email: jmetzger@coleschotz.com

If to Escrow Agent: Royal Abstract
125 Park Avenue, Suite 1610
New York, NY 10017
Attn: Michael J. Roberts, Esq.
Email: mroberts@royalabstract.com

4.6 Expenses. Except as otherwise provided for herein, each party shall be responsible for its own costs and expenses with respect to matters involving this Escrow Agreement.

4.7 Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of New York.

4.8 Execution Counterparts. This Escrow Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

4.9 Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction and interpretation hereof.

4.10 Attorneys' Fees. If any legal action is brought for the enforcement of this Escrow Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding (together with costs of enforcing any judgments or rulings), in addition to any other relief to which it may be entitled. In all other matters arising hereunder, each party shall bear its own attorneys' fees.

4.11 Further Assurances. Each party hereto, at the reasonable request of another party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of this Escrow Agreement and the transactions contemplated hereby.

4.12 Recitals Incorporated. The foregoing recitals are hereby incorporated within and made an integral part of this Escrow Agreement as if fully set forth herein.

4.13 No Waiver. No failure on the part of Purchaser or Seller at any time to require the performance by the other of any provision of this Escrow Agreement shall in any way affect the party's rights to require such performance, nor shall any waiver by any party of any provision hereof be taken or held to be a waiver of any other provision hereof.

[Signature pages follow]

IN WITNESS WHEREOF, Seller, Purchaser, and Escrow Agent have executed this Escrow Agreement as of _____ __, 2022.

SELLER:

EC 58TH STREET LLC,
a Delaware limited liability company

By:_____
Name:
Title:

[signature pages follow]

PURCHASER:

[_____],
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[signature page follows]

ESCROW AGENT:

ROYAL ABSTRACT

By: _____
Name: _____
Title: _____

EXHIBIT M

Form of Labor Severance Escrow Agreement

Attached

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "**Escrow Agreement**"), dated as of _____, 2022, is by and among EC 58TH STREET LLC, a Delaware limited liability company ("**Seller**"), [_____], a Delaware limited liability company ("**Purchaser**"), and ROYAL ABSTRACT ("**Escrow Agent**").

RECITALS:

A. WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement, effective as of February __, 2022 (the "**Purchase Agreement**"). All initially capitalized terms not otherwise defined in this Escrow Agreement shall have the meaning ascribed to such term in the Purchase Agreement.

B. WHEREAS, of even date herewith, Seller and Purchaser have consummated the Closing and, in connection therewith, Seller and Purchaser desire to establish the Labor Severance Escrow with Escrow Agent pursuant to Section 16.3 of the Purchase Agreement.

C. WHEREAS, after the Closing Date, there are [__][1] weeks remaining in the 30 week severance period provided for in NYC Local Law Int. 2397-2021.

D. WHEREAS, Purchaser and Seller desire to appoint Escrow Agent as the escrow agent pursuant to this Escrow Agreement, and Escrow Agent is willing to act as escrow agent hereunder.

E. WHEREAS, Escrow Agent has agreed to hold and disburse the Escrow Funds (defined below) pursuant to the terms of this Escrow Agreement.

NOW THEREFORE, in consideration of the covenants and agreements contained in this Escrow Agreement, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

ARTICLE I
APPOINTMENT OF ESCROW AGENT

The parties hereto hereby appoint the Escrow Agent to act as escrow agent hereunder, and the Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. Escrow Agent shall hold, invest and disburse the Escrow Funds in accordance with the terms of this Escrow Agreement, which terms shall include, without limitation, the provisions of Article 3 below.

ARTICLE II
ESCROW

2.1 Escrow. Seller hereby deposits $[_____] (such deposited funds together with any interest earned thereon are hereinafter referred to as the "**Escrow Funds**"), equal to [____] weeks of

[1] To be completed as of Closing Date.

severance pay in the gross sum of $500.00 per week for each employee of the Hotel listed on Schedule A hereto (hereafter referred to as the "**Employees**") into escrow with the Escrow Agent, and the Escrow Agent hereby acknowledges receipt thereof. Seller hereby expressly confirms that it has instructed Escrow Agent to retain the Escrow Funds from the net sales proceeds payable to Seller upon the Closing under the Purchase Agreement. The Escrow Funds, together with the interest thereon, shall be deposited by Escrow Agent into a federally insured, interest bearing account reasonably acceptable to Seller and Purchaser (the "**Holdback Account**"). Escrow Agent hereby agrees that the Escrow Funds shall not be commingled with any other funds.

2.2 Fee; Waiver of Offset. Escrow Agent was selected as escrow agent and as the title agent, in connection with the Closing under the Purchase Agreement, in part because it agreed to act as Escrow Agent hereunder without any additional consideration due to it, and Escrow Agent acknowledges that it is not due any additional fee for its services hereunder. Escrow Agent agrees that it will not pay or attempt to pay or otherwise satisfy any claim it may have, whether arising under this Agreement or otherwise from the Escrow Funds.

2.3 Disbursement of Escrow Funds. The Escrow Funds shall be held in escrow by Escrow Agent in accordance with the following terms:

2.3.1. On a weekly basis, commencing on the Purchaser's (or Purchaser's manager's) first regular payroll date following the Closing Date, Purchaser shall, or shall cause Purchaser's manager to, pay to each of the Employees the gross sum of $500.00 per week (the "**Severance Payments**") for [____] weeks. Upon Purchaser's submission of a payroll report to Seller and Escrow Agent showing that the Severance Payments have been made, Escrow Agent shall be authorized to release from the Escrow Funds the amount paid in Severance Payments for that week. Payment of the Severance Payments, and reimbursement of the Purchaser or Purchaser's manager therefor, shall continue for __ weeks.

2.3.2 At the end of [____] weeks, any balance in the Escrow Funds, including any interest earned, shall be returned to Seller. This Escrow Agreement shall terminate upon the disbursement by Escrow Agent of all of the Escrow Funds in accordance with this Escrow Agreement and Escrow Agent shall thereupon be discharged.

2.3.3 Delivery of Disbursements. Unless otherwise notified by the recipient of funds from the Escrow Funds, disbursements shall be made by wire transfer to an account designated by the recipient.

ARTICLE III
LIABILITY OF ESCROW AGENT

3.1 Liability of Escrow Agent. Escrow Agent shall have no liability or obligation with respect to the Escrow Funds except for Escrow Agent's willful misconduct or gross negligence. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any

information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Escrow Agreement. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds is deposited, this Escrow Agreement or the Purchase Agreement, or to appear in, prosecute or defend any such legal action or proceeding.

3.2 Authorization of Escrow Agent. The Escrow Agent is authorized and instructed to comply with orders issued or process entered by any court of competent jurisdiction with respect to the Escrow Funds. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

3.3 Indemnification of Escrow Agent. Seller and Purchaser hereby agree, jointly and severally, to indemnify and hold harmless the Escrow Agent and its directors, officers and employees from and against any and all losses, liabilities, expenses, claims and demands (including reasonable attorneys' fees and expenses) arising out of or in connection with the performance of the Escrow Agent's obligations in accordance with the provisions of this Escrow Agreement, except for the Escrow Agent's own gross negligence or willful misconduct. The obligations of Purchaser and Seller under this Section shall survive any termination of this Escrow Agreement.

ARTICLE IV
MISCELLANEOUS

4.1 Assignment; Successors and Assigns; Third Parties. Except as otherwise provided herein, neither Purchaser nor Seller shall convey, assign or otherwise transfer any of its rights or obligations under this Escrow Agreement without the express written consent of the other party. Any conveyance, assignment or other transfer of any of Escrow Agent's rights and obligations under this Escrow Agreement shall require express written consent of both Purchaser and Seller. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Escrow Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the parties hereto and their successors and permitted assigns.

4.2 Tax Reporting. Seller and Purchaser agree that, for tax reporting purposes, all interest or other income earned from the investment of the Escrow Funds in any tax year shall (a) to the extent such interest or other income is distributed by the Escrow Agent to any person or entity pursuant to the terms of this Escrow Agreement during such tax year, be reported as allocated to such person or entity, and (b) otherwise shall be reported as allocated to Seller.

4.3 Entire Agreement. This Escrow Agreement and the Purchase Agreement set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written. In the event of any direct conflict of the terms of this Escrow Agreement with the terms of the Purchase Agreement, the terms of this Escrow Agreement shall control and prevail.

4.4 Severability. If a provision of this Escrow Agreement is deemed to be contrary to law, that provision will be deemed separable from the remaining provisions of this Escrow Agreement, and will not affect the validity, interpretation or effect of the other provisions of either this Escrow Agreement or any agreement executed pursuant to it or the application of that provision to other circumstances not contrary to law.

4.5 Notices. All notices that are required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or sent by registered or certified mail (return receipt requested and postage prepaid), email or Federal Express or other nationally recognized overnight delivery service; provided, however, if such notice is sent by email, a copy of such notice shall also be sent by one (1) of the other foregoing notice methods within one (1) business day after the day that the email notice is sent. Any notice shall be deemed given upon the earlier of the date when received at, or the third day after the date when sent by registered or certified mail or the day after the date when sent by Federal Express or the day of when sent by email to, the address or email set forth below, unless such address or email is changed by written notice to the other parties in accordance with this Escrow Agreement:

If to Seller: EC 58th Street LLC
c/o Cain International US Services LP
350 Park Avenue, 14th Floor
New York, New York 10022
Attention: Cain Legal
Email: legal@cainint.com

and: Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, New York 10017
Attention: Farah S. Ahmed, Esq.
Email: ahmedf@gtlaw.com

If to Purchaser: _____
c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013
Attention: Sal Smeke and Alberto Smeke
Email: ss@csc-coliving.com
as@csc-coliving.com

With a copy to: Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attn: Jordan J. Metzger, Esq.
Email: jmetzger@coleschotz.com

If to Escrow Agent: Royal Abstract
125 Park Avenue, Suite 1610
New York, NY 10017
Attn: Michael J. Roberts, Esq.
Email: mroberts@royalabstract.com

4.6 Expenses. Except as otherwise provided for herein, each party shall be responsible for its own costs and expenses with respect to matters involving this Escrow Agreement.

4.7 Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of New York.

4.8 Execution Counterparts. This Escrow Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

4.9 Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction and interpretation hereof.

4.10 Attorneys' Fees. If any legal action is brought for the enforcement of this Escrow Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding (together with costs of enforcing any judgments or rulings), in addition to any other relief to which it may be entitled. In all other matters arising hereunder, each party shall bear its own attorneys' fees.

4.11 Further Assurances. Each party hereto, at the reasonable request of another party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of this Escrow Agreement and the transactions contemplated hereby.

4.12 Recitals Incorporated. The foregoing recitals are hereby incorporated within and made an integral part of this Escrow Agreement as if fully set forth herein.

4.13 No Waiver. No failure on the part of Purchaser or Seller at any time to require the performance by the other of any provision of this Escrow Agreement shall in any way affect the party's rights to require such performance, nor shall any waiver by any party of any provision hereof be taken or held to be a waiver of any other provision hereof.

[Signature pages follow]

IN WITNESS WHEREOF, Seller, Purchaser, and Escrow Agent have executed this Escrow Agreement as of _____ __, 2022.

SELLER:

EC 58TH STREET LLC,
a Delaware limited liability company

By:_____
Name:
Title:

[signature pages follow]

PURCHASER:

[_____],
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[signature page follows]

ESCROW AGENT:

ROYAL ABSTRACT

By: _____
Name: _____
Title: _____

Schedule A

Employees

SCHEDULE A

Permitted Exceptions

1. Restrictive Covenants as recited in Liber 656 of Deeds, Page 133, Liber 658 of Deeds, Page 127, Liber 657 of Deeds, Page 80, Liber 1634 of Deeds, Page 385, Liber 999 of Deeds, Page 239, Liber 1006 of Deeds, Page 40, Liber 1613 of Deeds, Page 85, Liber 1006 of Deeds, Page 45, Liber 1037 of Deeds, Page 165, Liber 1069 of Deeds, Page 123, Liber 1609 of Deeds, Page 160, Liber 1006 of Deeds, Page 43, Liber 1031 of Deeds, Page 428, Liber 1031 of Deeds, Page 426, Liber 1037 of Deeds, Page 168, Liber 1069 of Deeds, Page 125, Liber 642 of Deeds, Page 494 and Liber 644 of Deeds, Page 428.

2. The terms, conditions and easements set forth in the Declaration of Condominium and By-Laws dated 4/11/1985 and recorded 4/24/1985 in the Office of the City Register of the City of New York, County of New York, in Reel 902 Page 1.

(a) First Amendment to Declaration dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286.

(b) Amended and Restated Declaration made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753.

(c) Amendment to Amended and Restated Declaration dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2159.

3. Terms, Covenants, Conditions and Provisions contained in a Lease dated as of 1/1/1999 made by and between Adrienne Schatz (a/k/a Adrianne Wachsler) and Cheryl Hirsch, as landlord and Henry Hudson Holdings LLC, as tenant, a Memorandum of which was dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2172. (affects Lot 1704)

(a) Unrecorded Amendment to Lease made by and between Adrienne Schatz (a/k/a Adrienne Wechsler) and Cheryl Hirsch, as landlord, and Henry Hudson Holdings LLC, as tenant, dated as of 9/30/1999, as evidenced by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344629.

(b) Unrecorded Amendment to Lease made by and between Adrienne Schatz (a/k/a Adrienne Wechsler) and Cheryl Hirsch, as lessor, and Henry Hudson Holdings LLC, as lessee, dated as of 8/13/2004, as evidenced by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344629.

(c) Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344629.

4. Terms, Covenants, Conditions and Provisions contained in a Lease dated as of 2/11/1999 made by and between Irving Schatz, as landlord and Ian Schrager Hotels LLC, as tenant (affects Lot 1706).

(a) Amended and Restated Memorandum of Lease made between Ian Schrager Hotels LLC and Irving Schatz dated as of 2/12/1999 and recorded 3/23/1999 in Reel 2841 Page 1872.

(b) Assignment and Assumption of Lease made by and between Ian Schrager Hotels LLC (f/k/a West 57th LLC) to Henry Hudson Holdings LLC dated as of 2/12/1999 and recorded 3/23/1999 in Reel 2841 Page 1882.

(c) Unrecorded Amendment to Lease made by and between Irving Schatz, as landlord, and Henry Hudson Holdings LLC, as tenant, dated as of 8/17/2004, as evidenced by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344630.

(d) Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344630.

SCHEDULE B

Tax Certiorari Proceedings

Attached

THE TAX COMMISSION OF THE CITY OF NEW YORK
ONE CENTRE STREET, ROOM 2400, NEW YORK, NY 10007

TC70-013-01406 1 - 1048 - 1701 10/14/2021

DITCHIK & DITCHIK PLLC
ATTN: JOEL DITCHIK ESQ
370 LEXINGTON AVENUE
NEW YORK NY 10017

0491

Application for 2021/22
Block 1048 Lot 1701 - 1706
Ranges: 3 Lots: 4
Borough of Manhattan

NOTICE OF OFFER AND ACCEPTANCE AGREEMENT NO. 2022-013-01406 PAGE 5 OF 5

Based on its review of your application for correction, the Tax Commission offers to adjust the property's tax assessment as follows:

	21/22 Total	21/22 Exempt
ORIGINAL ACTUAL	61,855,843	
TRANSITIONAL	79,005,357	
TAX CLASS	4	
ACTUAL REDUCTION	-16,701,076	
OF WHICH LAND		
OF WHICH PHYSICAL		
PROPOSED ACTUAL	45,154,767	
TAX CLASS	4	

Offer applies to lots 1701-1702, 1704, 1706

AGREEMENT: The applicant accepts the proposed assessments and all of the terms printed above and on pages 1 - 4, and certifies that all disclosures required by the agreement have been duly made and that there has been no sale of the property except as so disclosed.

Date November 5, 2021 EC 58TH STREET LLC

X Signature _____ By (print) Steven Tishco

Specify authorization Attorney Firm Ditchik & Ditchik, PLLC

To accept this offer, SIGN and RETURN THIS ENTIRE PAGE. It must be received no later than November 29, 2021.

C1.208-22.2

Calendar Page: 9372
Hearing Date: September 28, 2021
Property Address: 353 WEST 57 STREET
Boro-Block-Lot: 1-1048-1701
Hearing Officer: 019

#2022-013-01406-0491#

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of EC 58TH STREET LLC Petitioner, -against- THE TAX COMMISSION OF THE CITY OF NEW YORK and THE COMMISSIONER OF FINANCE OF THE CITY OF NEW YORK Respondents.	Index No. 258783/21 Taxes of: 2021/22 Borough: Manhattan Block: 1048 Lots: 1701, 1702, 1704 and 1706

IT IS HEREBY STIPULATED that the above entitled proceeding be discontinued without costs to either party.

Dated: New York, NY
November 5, 2021

Ditchik & Ditchik, PLLC By Steven Tishko

Ditchik & Ditchik, PLLC
Attorneys for Petitioner
370 Lexington Avenue, Suite 2301
New York, NY 10017

_____

CORPORATION COUNSEL

Attorney for Respondents

Assessment reduced from $61,855,843 to $45,154,767

Index No. 258783/21 Year 2021

NEW YORK SUPREME COURT

COUNTY OF NEW YORK

In the Matter of

EC 58TH STREET LLC

Petitioner,

-against-

THE TAX COMMISSION OF THE CITY OF NEW YORK
and THE COMMISSIONER OF FINANCE OF THE CITY
OF NEW YORK

Respondents.

STIPULATION OF DISCONTINUANCE

GEORGIA M. PESTANA
Corporation Counsel
Attorney for Respondents
100 Church Street
New York, N.Y. 10007
(212) 788-0303

SCHEDULE C

SRO Schedule

Attached

Schedule C

SRO Unit Schedule as of January 27, 2022

#	Tenant Floor	Tenant Unit #
1	11	1169
2	15	1546
3	17	1722
4	18	1846
5	18	1856 / (1857 & 1855)
6	19	1916
7	20	2017
8	20	2031
9	20	2039
10	20	2045
11	21	2106
12	21	2107
13	21	2114
14	21	2129
15	21	2135
16	21	2138
17	21	2139
18	21	2140
19	21	2145
20	21	2146
21	21	2155
22	21	2157
23	22	2204
24	22	2206
25	22	2207
26	22	2211
27	22	2212
28	22	2227
29	22	2231
30	22	2232
31	22	2235
32	22	2236
33	22	2239
34	22	2244
35	22	2245
36	22	2253
37	22	2255

SCHEDULE D

Condominium Documents

Declaration of condominium dated April 11, 1985 made by Irving Schatz pursuant to Article 9-B of the Real Property Law of the State of New York, as establishing a plan for condominium ownership of which Original Declaration was recorded in the New York County Office of the Register of the City of New York on April 24, 1985 in Reel 902 Page 1.

First Amendment to Declaration made by Irving Schatz dated January 29, 1993 and recorded May 11, 1993 in Reel 1969 Page 2286.

Amended and Restated Declaration, dated as of February 12, 1999, made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch which A&R Declaration was recorded July 16, 1999 in Reel 2913 Page 1753 (and which A&R Declaration, by its terms, restated the Original Declaration in its entirety).

Amendment to Amended and Restated Declaration, dated September 30, 1999, and recorded on October 27, 1999 in Reel 2979 Page 2159

By-Laws of 353 West 57th Street Condominium and the Rules and Regulations of 353 West 57th Street Condominium attached thereto.

SCHEDULE E

Purchaser's title objections that Seller shall cause to be omitted from Purchaser's Title Policy

1. Terms, Covenants, Conditions and Provisions of unrecorded Sub-Lease (Operating Lease) dated 8/28/2000 made by and between Henry Hudson Holdings LLC, as landlord, and Hudson Leaseco LLC, as tenant.
    a. Lease Subordination Agreement made by and between Henry Hudson Holdings LLC, as landlord, Hudson Leaseco LLC, as tenant, and Corus Bank, N.A., as lender, dated as of 11/6/2000 and recorded 2/8/2001 in Reel 3236 Page 955.

2. Terms, Covenants, Conditions and Provisions of unrecorded Supplemental Management Agreement made by and between Hudson Leaseco LLC, as lessee, and Hudson Management Member LLC, as manager, dated as of 8/28/2000, as evidenced by Subordination of Supplemental Management Agreement recorded 2/8/2001 in Reel 3236 Page 1041.
    a. Subordination of Supplemental Management Agreement made by and between Hudson Leaseco LLC and Greenwich Capital Financial Products, Inc. dated as of 8/13/2004 and recorded 5/11/2005 as CRFN 2005000272715.
3. Terms, Covenants, Conditions and Provisions of unrecorded Sub-Lease (Bar Lease) dated 8/12/2011 made by and between Henry Hudson Holdings LLC, as landlord, and 58th Street Bar Company LLC, as tenant.

4. Assignment of Leases and Rents made by Henry Hudson Holdings LLC, 58th Street Bar Company LLC and Hudson Leaseco LLC to Column Financial, Inc. dated as of 2/9/2017 and recorded 2/21/2017 as CRFN 2017000070242. **(affects Fee Estate of Lots 1701 and 1702 Leasehold and Sub-leasehold Estates of Lots 1704 and 1706)**

    a. Assignment of Assignment of Leases and Rents made by Column Financial, Inc. to U.S. Bank National Association, not in its individual capacity but solely in its capacity as Trustee in trust for the holders of CSMC Trust 2017-HD, Commercial Mortgage Pass-Through Certificates 2017-HD dated as of 3/29/2017 and recorded 2/18/2020 as CRFN 2020000061988, as corrected by Corrective Assignment of Assignment of Leases and Rents dated as of 5/15/2020 and recorded 5/22/2020 as CRFN 2020000154472.

    b. Assignment of Assignment of Leases and Rents made by U.S. Bank National Association, not in its individual capacity but solely in its capacity as Trustee in trust for the holders of CSMC Trust 2017-HD, Commercial Mortgage Pass-Through Certificates 2017-HD to Holliday Park, LLC dated as of 3/20/2020 and recorded 3/31/2020 as CRFN 2020000113456.
    c. Assignment of Assignment of Leases and Rents made by Holliday Park, LLC to Security Benefit Life Insurance Company dated 12/18/2020 and recorded 1/4/2021 as CRFN 2021000000917.

5. UCC Financing Statement:
    Secured Party: Column Financial, Inc.

Debtors: Henry Hudson Holdings LLC, 58th Street Bar Company LLC and Hudson Leaseco LLC
Filed: 2/21/2017
CRFN 2017000070243

As assigned by UCC-3 recorded 10/1/2020 as CRFN 2020000265736
As assigned by UCC-3 recorded 11/17/2020 as CRFN 2020000321336

6. Proof is required from the Board of Managers that there are no unpaid maintenance charges and/or assessments against the Unit to be conveyed or mortgaged.

7. Closing deed shall contain a statement of the use for which the Unit is intended as required by Real Property Law §339-0 (3).

8. Satisfactory proof must be submitted that the Board of Managers has consented to the proposed sale and has waived its right of first refusal, if any, as may be provided for by the By-Laws.

9. A duly acknowledged estoppel certificate is required from the landlord certifying that the lease to be insured has not been assigned, altered, modified or amended, except as set forth herein, and that said lease is in full force and effect and that there are no existing defaults by the tenant in respect to any terms, covenants, conditions and agreements contained in said lease.

10. With respect to **EC 58th Street LLC**, the following proofs and documents must be submitted to this Company for examination prior to closing and upon review additional exceptions may thereafter be raised:

A) Proof that **EC 58th Street LLC** has been validly formed and remains in existence. Note: This may be established by an affidavit from a member or attorney representing, **EC 58th Street LLC**, with knowledge of the facts and should include the submission to this Company of a status letter or other evidence from the Secretary of State to the effect that **EC 58th Street LLC** remains in existence.

B) In addition to the proof required above:

1. A copy of the Articles of Organization, together with any amendments thereto, together with proof of filing of same with the Secretary of State;

2. A fully executed copy of the Operating Agreement, together with any amendments thereto;

3. Resolution of **EC 58th Street LLC** executed by duly authorized member(s) or manager(s) approving the subject

transaction, which resolution identifies the person(s) authorized and directed to act for said **EC 58th Street LLC** together with proof that the resolution was adopted in accordance with the Operating Agreement and the Articles of Organization. If the subject transaction involved the sale, exchange, lease or mortgage of all or substantially all of the assets of said **EC 58th Street LLC**, then absent provisions to the contrary in the Operating Agreement, such resolution must also be adopted by the vote of at least two-thirds in interest of the members entitled to vote thereon.

11. A. Satisfactory proof by affidavit must be furnished showing whether any work has been done upon the premises by the City, or any demand made by the City for any work, that may result in charges:
    a. By the New York City Department of Rent and Housing Maintenance, Emergency Services;
    b. By the New York City Department of Environmental Protection for Water Tap Closing or any related work; and
    c. By the New York City Department of Health, whether or not such charges are liens against which this Policy insures.

    C) Satisfactory proof by affidavit must be furnished showing whether any fee for an inspection, re-inspection, examination or service performed the Department of Buildings or permit issued by The Department of Buildings have been levied, charges, created or incurred that may become a lien on the premises, whether or not such charges are liens against which this Policy insures.

12. All mortgages on the Mortgage Schedule included in the Commitment and recited below:

A. Amended and Restated Replacement Mortgage A in the original principal amount of $217,000,000.00 made by Henry Hudson Holdings LLC, Morgans Holdings LLC and Royalton, LLC to Wachovia Bank, National Association dated 10/6/2006 and recorded 12/11/2006 as CRFN 2006000679014. (**Originally affected premises herein and Block 867 Lot 20 and Block 1259 Lot 11**)

Mortgage Tax Paid: $ -0-

NOTE: Said mortgage A was derived from Note and Mortgage Severance Agreement made between Wachovia Bank, National Association, Royalton, LLC, Henry Hudson Holdings LLC and Morgans Holdings LLC dated as of 10/6/2006 and recorded 12/11/2006 as CRFN 2006000679013.
(See Mortgage Exhibit annexed)

1. Said mortgage A was released from Block 867 Lot 20 and Block 1259 Lot 11 by Partial Release of Amended and Restated Replacement Mortgage A made between Wachovia Bank, National Association, Henry Hudson Holdings LLC, Morgans

Holdings LLC and Royalton LLC dated as of 10/6/2006 and recorded 12/11/2006 as CRFN 2006000679017.

2. Said mortgage A was amended by Agreement of Consolidation and Modification of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing made between Henry Hudson Holdings LLC and Wachovia Bank, National Association dated as of 10/6/2006 and recorded 12/11/2006 as CRFN 2006000679020.

3. Said mortgage A was assigned by Wachovia Bank, National Association to LaSalle Bank National Association, as Trustee for the Benefit of the Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2007-Whale 8, solely to the extent set forth in the applicable Partition Agreement, the applicable Non-Trust Portion Holder by Assignment of Mortgage dated as of 6/27/2007 and recorded 11/27/2007 as CRFN 2007000587889.

4. Said mortgage A was modified by Modification of Agreement of Consolidation and Modification of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing made between Henry Hudson Holdings LLC and Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as Trustee for the Benefit of the Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2007-Whale 8 dated as of 9/30/2010 and recorded 10/14/2010 as CRFN 2010000344286.

5. Said mortgage A was assigned by Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as Trustee for the Benefit of the Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2007-Whale 8 to Deutsche Bank Trust Company of Americas, as Administrative Agent, by Assignment of Mortgage dated as of 8/12/2011 and recorded 9/16/2011 as CRFN 2011000329360.

6. Said mortgage A was amended and restated in the reduced amount of $115,000,000.00 by Amended, Restated and Consolidated Mortgage, Assignment of Leases and Rents, Hotel Revenue and Security Agreement made between Henry Hudson Holdings LLC, Hudson Leaseco LLC and 58th Street Bar Company LLC and Deutsche Bank Trust Company of Americas, as Administrative Agent, dated as of 8/12/2011 and recorded 9/16/2011 as CRFN 2011000329361. (spread to cover the fee estate of Lots 1701 and 1702 and leasehold and sub-leasehold estates of Lots 1704 and 1706)

7. Said mortgage A was amended by First Amendment to Amended, Restated and Consolidated Mortgage, Assignment of Leases and Rents, Hotel Revenue and Security Agreement made between Henry Hudson Holdings LLC, Hudson Leaseco LLC and 58th Street Bar Company LLC and Deutsche Bank Trust Company of Americas, as Administrative Agent, dated as of 12/7/2011 and recorded 2/21/2012 as CRFN 2012000068316.

8. Said mortgage A was assigned by Deutsche Bank Trust Company of Americas, as Administrative Agent to UBS Real Estate Securities Inc. by Assignment of Mortgage dated as of 11/14/2012 and recorded 11/26/2012 as CRFN 2012000461819.

B. Fee and Leasehold Mortgage in the original principal amount of $65,000,000.00 made by Henry Hudson Holdings LLC, Hudson Leaseco LLC and 58th Street Bar Company LLC to UBS Real Estate Securities Inc. dated as of 11/14/2012 and recorded 11/26/2012 as CRFN 2012000461820. (**affects Fee Estate of Lots 1701 and 1702 Leasehold and Sub-leasehold Estates of Lots 1704 and 1706**)

Mortgage Tax Paid: $1,820,000.00

1. Said mortgages A and B were consolidated to form a single lien of $180,000,000.00 by Consolidated, Amended and Restated Fee and Leasehold Mortgage and Security Agreement made between Henry Hudson Holdings LLC, Hudson Leaseco LLC and 58th Street Bar Company LLC and UBS Real Estate Securities Inc. dated as of 11/14/2012 and recorded 11/26/2012 as CRFN 2012000461821.

2. Said mortgages A and B, as consolidated, were assigned by UBS Real Estate Securities Inc. to Citigroup Global Markets Realty Corp. and Bank of America, N.A. by Assignment of Mortgage dated as of 2/6/2014 and recorded 2/14/2014 as CRFN 2014000058277.

C. Consolidated, Amended and Restated Fee and Leasehold Mortgage and Security Agreement in the original principal amount of $53,333,333.34 made by Henry Hudson Holdings LLC, Hudson Leaseco LLC and 58th Street Bar Company LLC to Citigroup Global Markets Realty Corp. and Bank of America, N.A. dated as of 2/6/2014 and recorded 2/14/2014 as CRFN 2014000058278. (**affects Fee Estate of Lots 1701 and 1702 Leasehold and Sub-leasehold Estates of Lots 1704 and 1706**)

Mortgage Tax Paid: $1,493,332.41

1. Said mortgages A through C were consolidated to form a single lien of $233,333,333.34 by the terms of said mortgage C.

2. Said mortgages A through C, as consolidated, were assigned by Citigroup Global Markets Realty Corp. and Bank of America, N.A. to Deutsche Bank Trust Company Americas, as Trustee for CGBAM Commercial Mortgage Trust 2014-HD. Commercial Mortgage Pass-Through Certificates, Series 2014-HD and The Companion Loan Holder by Assignment of Mortgage dated 5/28/2014 and recorded 8/4/2014 as CRFN 2014000255044.

3. Said mortgages A through C, as consolidated, were assigned by Deutsche Bank Trust Company Americas, as Trustee for CGBAM Commercial Mortgage Trust 2014-HD. Commercial Mortgage Pass-Through Certificates, Series 2014-HD and

The Companion Loan Holder to Column Financial, Inc. by Assignment of Mortgage dated as of 2/9/2017 and recorded 2/21/2017 as CRFN 2017000070240.

4. Said mortgages A through C, as consolidated, were amended and restated in the amount of $225,000,000.00 by Amended and Restated Fee and Leasehold Mortgage and Security Agreement made between Henry Hudson Holdings LLC, Hudson Leaseco LLC and 58th Street Bar Company LLC and Column Financial, Inc. dated as of 2/9/2017 and recorded 2/21/2017 as CRFN 2017000070241.

5. Said mortgages A through C, as consolidated, were assigned by Column Financial, Inc. to U.S. Bank National Association, not in its individual capacity but solely in its capacity as Trustee in Trust for Holders of CSMC Trust 2017-HD Commercial Mortgage Pass-Through Certificates Series 2017-HD by Assignment of Mortgage dated 3/29/2017 and recorded 2/18/2020 as CRFN 2020000061987.

NOTE: Corrective Assignment of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated as of 5/15/2020 and recorded 5/22/2020 as CRFN 20200000154471 corrects the Assignment recorded 2/18/2020 as CRFN 2020000061987 to include the complete mortgage schedule and correct the acknowledgement.

6. Said mortgages A through C, as consolidated, were assigned by U.S. Bank National Association, not in its individual capacity but solely in its capacity as Trustee in Trust for Holders of CSMC Trust 2017-HD Commercial Mortgage Pass-Through Certificates Series 2017-HD to Holliday Park, LLC by Assignment of Mortgage dated as of 3/20/2020 and recorded 3/31/2020 as CRFN 2020000113455.

NOTE: Corrective Assignment of Amended and Restated Mortgage and Security Agreement and Other Loan Documents dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344627 corrects the Assignment recorded 3/31/2020 as CRFN 2020000113455 to include the complete mortgage schedule.

NOTE: The above mortgage is held by a private lender. Whenever documents are required from the lender such as a satisfaction, assignment, or subordination, such duly executed instrument must be furnished to the company prior to or at closing.

7. Said mortgages A through C, as consolidated, were assigned by Holliday Park, LLC to Security Benefit Life Insurance Company by Assignment of Amended and Restated Mortgage and Security Agreement and Other Loan Documents dated 12/18/2020 and recorded 1/4/2021 as CRFN 2021000000918.

SCHEDULE F

Intentionally Omitted

SCHEDULE G

Cycle 8 Local Law 11 Contracts

Attached

Schedule G
LL 11 Contract Schedule as of January 27, 2022

Vendor	Scope of Work	Date of Contract	Termination Option
APCO	Furnish all labor materials, services and equipment to perform work	2/12/2021	May be terminated at any time with 30 days notice
APCO	Additional Work (northwest bulkhead and PP Canopy window/glass replacement)	2/17/2021	May be terminated at any time with 30 days notice
APCO Change Order #1	Provide necessary site safety materials	3/29/2021	May be terminated at any time with 30 days notice
APCO Change Order #2	Provide necessary site safety materials	3/29/2021	May be terminated at any time with 30 days notice
APCO Change Order #3	Additional Work (masonry on west elevation)	5/12/2021	May be terminated at any time with 30 days notice
APCO Change Order #4	Additional Work (stucco, cap stone, and skylight repair)	12/17/2021	May be terminated at any time with 30 days notice
Gardiner and Theobald	Professional monitoring & close out services for the project	2/17/2021	May be terminated at any time with 3 days notice
ALSA	Provide services during construction, liaison with NYC agencies, amended FISP and Cycle 8B Report & Filing, FISP Inspections/Report and Filing and Cycle 9B	2/17/2021	May be terminated at any time with 5 days notice

SCHEDULE H

Grievances under Labor and Employment Laws

None

SCHEDULE I

Service Contracts

Attached

Schedule I

Contracts In-Place as of February 1, 2022

Vendor	Service	Start Date	Status
California Crown Energy Services	Operation, maintenance, and minor repairs of boiler, refrigerant, air compression, water filter, fuel oil, automation for HVAC, sanitary sewer, and air distribution systems	Sep-21	Contract in place
Atlas Welding and Boiler Repair	Boiler cleaning and burner overhaul	Dec-20	Currently Month to Month (MTM)
Direct Energy	Utilities	May-21	Contract in place
LL84 Energy Benchmarking (Newmark Contract)	Utility management and energy star reporting software solution, Spectrum	Sep-21	Contract in place
Quality Fire Protection	Prepare the amendment to the fire safety & evacuation plan to be submitted to NYCFD for review and acceptance. Prepare amended building Info Card so it is consistent with requirements of NYCFD in addition to training courses	May-21	Contract in place
Ditchik & Ditchik	Tax Appeal Attorneys	Dec-20	Contract in place
Nouveau Elevator	Oil, grease, and survey traction elevators	Dec-20	Contract in place
Lerch Bates	Provide vertical transportation consulting services to include calls, reviews, meetings, and site visits	Jan-21	Contract in place
New York Hotel and Motel Trades Council, AFL-CIO (Union)	Manager (Newmark) agrees to assume management and employ the Hotel employees represented by the Union	Mar-21	Contract in place
Rosenwach Tank	Clean and inspect steel tank compartment, water test, and water tank inspections	Nov-21	Contract in place
RCN Telecom Services	Communication and telecom services	Oct-21	Contract in place
Spectrum Enterprise	Internet, HBO, and HD Video Tier	Jun-19	Contract in place
NuChem	Water treatment	Nov-21	Contract in place
Johnson Controls / TYCO	Fire Central Station Monitoring	Jul-21	Contract in place
New York Security Systems, Inc.	Security Cameras Service and Maintenance	Mar-20	Currently Month to Month (MTM)
Metropolitan Recycling	Waste Removal	Jan-22	Contract pending signature
Constellation	Electricity	Oct-19	Contract in place
JPMcHale	Pest Management	Jan-22	Contract pending signature
Windstream	Voice Circuit		Currently Month to Month (MTM)
Fire Service Inc.	Inspect and Maintain Fire Alarm, smoke detectors	Jul-15	Currently Month to Month (MTM)
Allbridge	T-1 circuit for phone system		Currently Month to Month (MTM)
LDI	Copy machine		Contract in place
Universal Protection Service	*Security*		*Contract Pending*

SCHEDULE J

Allowed Applications

Filings with DOB:

1. Interior alterations to common areas
2. Interior alteration for accessibility upgrades to vacant units
3. Exterior work at common areas such as terraces
4. Alterations to MEP systems at common areas and within vacant units
5. Alterations to sprinkler and standpipe systems at common areas and within vacant units

Filings with FDNY:

1. Upgrades to existing fire alarm system
2. New ARCS system for residential use

SCHEDULE K

List of Violations

Attached

Schedule K

Hudson Open Violations as of January 29, 2022

Department	Address	Violation Number	Date	Type
DOB	358 West 58th Street	021915FISPHAZ75487	2/19/2015	Façade Local Law
DOB	358 West 58th Street	020617E9028/593396	2/6/2017	Elevator PVT
DOB	358 West 58th Street	021918E9028/619075	2/19/2018	Elevator PVT
DOB	358 West 58th Street	021918E9028/619076	2/19/2018	Elevator PVT
DOB	358 West 58th Street	021918E9028/619078	2/19/2018	Elevator PVT
DOB	358 West 58th Street	022118FISPHAZ87279	2/21/2018	Façade Local Law
DOB	358 West 58th Street	021619BENCH00135	2/16/2019	Benchmarking
DOB	358 West 58th Street	031819EARCX10082	3/18/2019	Local Law 87 Energy
DOB	358 West 58th Street	050219BENCH00504	5/2/2019	Benchmarking
DOB	358 West 58th Street	080219BENCH00250	8/2/2019	Benchmarking
DOB	358 West 58th Street	090619ACC101865	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619ACC101866	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619ACC101867	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619ACC101868	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619acc101869	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619acc101870	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619acc101871	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619acc101872	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	110219BENCH00172	11/2/2019	Benchmarking
DOB	358 West 58th Street	121919E9027/668819	12/19/2019	Elevator PVT
DOB	358 West 58th Street	020220BENCH00127	2/2/2020	Benchmarking
DOB	358 West 58th Street	060520E9027/683208	6/5/2020	Elevator PVT
DOB	358 West 58th Street	060520E9027/683211	6/5/2020	Elevator PVT
DOB	358 West 58th Street	062920EARCX00125	6/29/2020	Local Law 87 Energy
DOB	358 West 58th Street	101420AEUHAZ100047	10/14/2020	AEU Failed to Certify
DOB	358 West 58th Street	111120AEUHAZ100042	11/11/2020	AEU Failed to Certify
DOB	358 West 58th Street	032421E9028/697754	3/24/2021	Elevator PVT
DOB	358 West 58th Street	032421E9028/697755	3/24/2021	Elevator PVT
DOB	358 West 58th Street	032421E9028/697757	3/24/2021	Elevator PVT
DOB	358 West 58th Street	032421E9028/697762	3/24/2021	Elevator PVT
DOB	358 West 58th Street	032421E9028/697763	3/24/2021	Elevator PVT
DOB	358 West 58th Street	033121AEUHAZ100050	3/31/2021	AEU Failed to Certify
DOB	358 West 58th Street	042921EGRADE2000727	4/29/2021	Energy Grade
DOB	358 West 58th Street	060221BENCH0277	6/2/2021	Benchmarking
DOB	358 West 58th Street	062021EARCX00169	6/20/2021	Local Law 87 Energy
DOB	358 West 58th Street	080221BENCH00174	8/2/2021	Benchmarking
DOB	358 West 58th Street	280221BENCH00126	11/2/2021	Benchmarking
DOB	358 West 58th Street	110221EGRADE2100531	12/1/2021	Energy Grade
DOB	358 West 58th Street	032421E9028/697761	3/24/2021	Elevator PVT
Oath/ECB	353 West 52nd Street	35635233H	12/2/2021	Facade
Oath/ECB	353 West 57nd Street	39027352R	8/21/2020	Plumbing
Oath/ECB	353 West 57nd Street	39027351P	8/21/2020	Plumbing
Oath/ECB	353 West 57nd Street	35491673L	7/23/2020	Construction Safety
Oath/ECB	353 West 57nd Street	39025513J	7/16/2020	Elevator
Oath/ECB	353 West 57nd Street	39025512H	7/16/2020	Elevator
Oath/ECB	1150 Longwood Avenue	35469596X	7/10/2020	Construction Safety
HPD	353 West 57th Street	14583964 7493041	9/27/2021	
HPD	353 West 57th Street	14583965 7493041	9/27/2021	
HPD	353 West 57th Street	14583966 7493041	9/27/2021	
HPD	353 West 57th Street	14583967 7493041	9/27/2021	
HPD	353 West 57th Street	14583968 7493041	9/27/2021	
HPD	353 West 57th Street	14583969 7493041	9/27/2021	
HPD	353 West 57th Street	13945387 7083011	2/6/2021	
HPD	353 West 57th Street	13945388 7083011	2/6/2021	
HPD	353 West 57th Street	13945389 7083012	2/6/2021	
HPD	353 West 57th Street	12974778 6430757	3/22/2019	

HPD	353 West 57th Street	12974781 6430757	3/22/2019
HPD	353 West 57th Street	12974782 6430757	3/22/2019
HPD	353 West 57th Street	12974783 6430757	3/22/2019
HPD	353 West 57th Street	12974784 6430757	3/22/2019
HPD	353 West 57th Street	12974786 6430757	3/22/2019
HPD	353 West 57th Street	12974791 6430756	3/22/2019
HPD	353 West 57th Street	12974793 6430757	3/22/2019
HPD	353 West 57th Street	12402840 6101206	5/25/2018
HPD	353 West 57th Street	12402900 6101205	5/25/2018
HPD	353 West 57th Street	12402939 6101205	5/25/2018
HPD	353 West 57th Street	12402960 6101205	5/25/2018
HPD	353 West 57th Street	12402970 6101205	5/25/2018
HPD	353 West 57th Street	12402980 6101205	5/25/2018
HPD	353 West 57th Street	12403033 6101205	5/25/2018
HPD	353 West 57th Street	12403073 6101205	5/25/2018
HPD	353 West 57th Street	12360465 6078081	4/27/2018
HPD	353 West 57th Street	12360466 6078081	4/27/2018
HPD	353 West 57th Street	12360467 6078081	4/27/2018
HPD	353 West 57th Street	12360468 6078081	4/27/2018
HPD	353 West 57th Street	12360469 6078081	4/27/2018
HPD	353 West 57th Street	12360470 6078081	4/27/2018
HPD	353 West 57th Street	12360471 6078081	4/27/2018
HPD	353 West 57th Street	12360472 6078081	4/27/2018
HPD	353 West 57th Street	12360476 6078082	4/27/2018
HPD	353 West 57th Street	12360479 6078081	4/27/2018
HPD	353 West 57th Street	12356614 6076238	4/19/2018
HPD	353 West 57th Street	12356616 6076238	4/19/2018
HPD	353 West 57th Street	12356617 6076238	4/19/2018
HPD	353 West 57th Street	12356618 6076238	4/19/2018
HPD	353 West 57th Street	12356619 6076239	4/19/2018
HPD	353 West 57th Street	12356620 6076239	4/19/2018
HPD	353 West 57th Street	12356621 6076238	4/19/2018
HPD	353 West 57th Street	12356622 6076238	4/19/2018
HPD	353 West 57th Street	12356623 6076238	4/19/2018

HPD	353 West 57th Street	12356624 6076239	4/19/2018
HPD	353 West 57th Street	12356625 6076238	4/19/2018
HPD	353 West 57th Street	12356626 6076238	4/19/2018
HPD	353 West 57th Street	12356627 6076239	4/19/2018
HPD	353 West 57th Street	12356629 6076238	4/19/2018
HPD	353 West 57th Street	12356632 6076238	4/19/2018
HPD	353 West 57th Street	12356633 6076238	4/19/2018
HPD	353 West 57th Street	11827788 5775996	6/13/2017
HPD	353 West 57th Street	11827792 5775995	6/13/2017
HPD	353 West 57th Street	10618390 5067019	3/4/2015
HPD	353 West 57th Street	10201525 4816874	4/8/2014
HPD	353 West 57th Street	10201554 4816874	4/8/2014
HPD	353 West 57th Street	10201563 4816874	4/8/2014
HPD	353 West 57th Street	10026351 4719539	11/1/2013
HPD	353 West 57th Street	10026365 4719540	11/1/2013
HPD	353 West 57th Street	10026371 4719540	11/1/2013
HPD	353 West 57th Street	10026438 4719540	11/1/2013
HPD	353 West 57th Street	9673031 4535288	12/10/2012
HPD	353 West 57th Street	9673032 4535288	12/10/2012
HPD	353 West 57th Street	9673033 4535288	12/10/2012
HPD	353 West 57th Street	9588710 4492749	9/18/2012
HPD	353 West 57th Street	9588712 4492749	9/18/2012
HPD	353 West 57th Street	7726100 3574084	2/13/2009
HPD	353 West 57th Street	7726101 3574084	2/13/2009
HPD	353 West 57th Street	7726102 3574084	2/13/2009
HPD	353 West 57th Street	7726103 3574084	2/13/2009
HPD	353 West 57th Street	7500040 3475094	9/28/2008
HPD	353 West 57th Street	7500041 3475094	9/28/2008
HPD	353 West 57th Street	7500042 3475094	9/28/2008
HPD	353 West 57th Street	7500043 3475094	9/28/2008
HPD	353 West 57th Street	7500044 3475094	9/28/2008
HPD	353 West 57th Street	6905564 3080579	8/29/2007
HPD	353 West 57th Street	6905565 3080579	8/29/2007
HPD	353 West 57th Street	6839019 3028321	7/17/2007
HPD	353 West 57th Street	6839025 3028323	7/17/2007
HPD	353 West 57th Street	6839026 3028322	7/17/2007
HPD	353 West 57th Street	6753969 2975912	5/18/2007
HPD	353 West 57th Street	6753979 2975912	5/18/2007
HPD	353 West 57th Street	6753984 2975912	5/18/2007
HPD	353 West 57th Street	6753988 2975913	5/18/2007

HPD	353 West 57th Street	6202732 2689172	6/7/2006	
HPD	353 West 57th Street	6202734 2689173	6/7/2006	
HPD	353 West 57th Street	5071186 2205265	8/12/2004	
HPD	353 West 57th Street	5027531 2179698	7/12/2004	
HPD	353 West 57th Street	2956279 607649	7/31/1998	
HPD	353 West 57th Street	256276 607647	9/8/1995	
Oath/ECB	353 West 57nd Street	011714775N	12/20/2019	FDNY
Oath/ECB	353 West 57nd Street	011801427X	8/12/2021	FDNY
Oath/ECB	353 West 57nd Street	0204793106	1/3/2019	Dep Ind Wsdt Ctrl
Oath/ECB	353 West 57nd Street	0881202035	2/20/2020	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881202044	2/20/2020	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881202053	2/20/2020	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0600214423	4/11/2020	Dep-BWSO
Oath/ECB	353 West 57nd Street	0600214432	4/11/2020	Dep-BWSO
Oath/ECB	353 West 57nd Street	0600214441	4/11/2020	Dep-BWSO
Oath/ECB	353 West 57nd Street	0600214450	4/11/2020	Dep-BWSO
Oath/ECB	353 West 57nd Street	0600214460	4/11/2020	Dep-BWSO
Oath/ECB	353 West 57nd Street	0600214479	4/11/2020	Dep-BWSO
Oath/ECB	353 West 57nd Street	01172610 7J	3/10/2020	FDNY
Oath/ECB	353 West 57nd Street	0881251838	5/14/2021	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881251782	5/14/2021	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881251791	5/14/2021	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881251800	5/14/2021	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881251810	5/14/2021	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881251829	5/14/2021	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881168256	3/27/2029	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881168265	3/27/2029	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881168283	3/27/2029	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881168292	3/27/2029	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	011677523K	2/14/2019	FDNY
Oath/ECB	353 West 57nd Street	011746067M	7/24/2020	FDNY
Oath/ECB	353 West 57nd Street	011788741K	8/10/2021	FDNY
Oath/ECB	358 West 58th Street	0871163298	4/26/2019	DOHMH-Water Tank
Oath/ECB	358 West 58th Street	011620599J	6/27/2019	FDNY
Oath/ECB	358 West 58th Street	011729920X	12/2/2019	FDNY

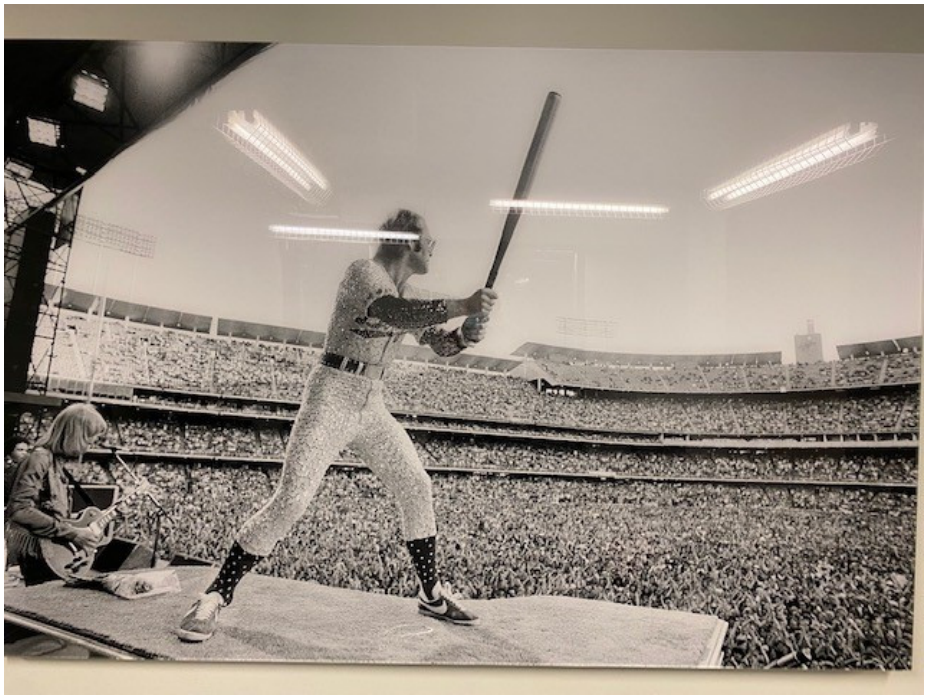
SCHEDULE L

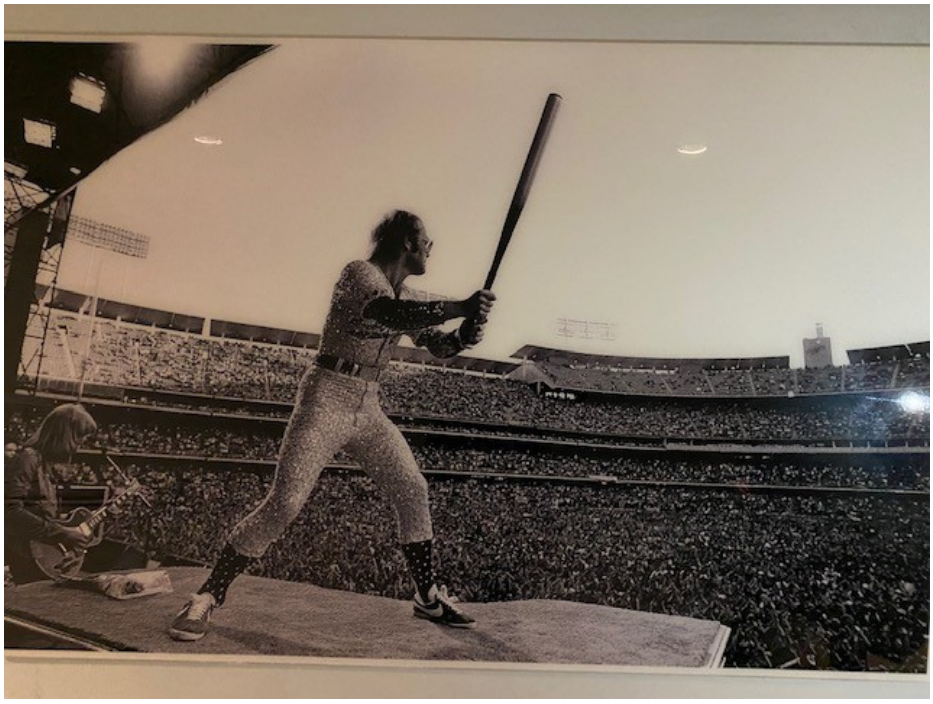
[Excluded Personal Property]

Attached

Schedule L

Hudson Excluded Property as of January 29, 2022





FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

THIS FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this "Agreement") is made and entered into as of April 19, 2022 (the "Effective Date"), by and between EC 58TH STREET LLC, a Delaware limited liability company ("Seller"), and CSC HUDSON, LLC, a Delaware limited liability company ("Purchaser").

RECITALS

WHEREAS, Purchaser and Seller entered into that certain Agreement of Purchase and Sale dated February 3, 2022 (the "PSA"), for the sale by Seller to Purchaser of property commonly referred to as Units 1, 2, 4 and 6 in the 353 West 57th Street Condominium located at 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, as more particularly described in the PSA.

WHEREAS, Purchaser and Seller have mutually agreed to amend the PSA as set forth herein.

NOW, THEREFORE, in consideration of the agreement set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follow:

1. Capitalized Terms. All capitalized terms used in this Agreement but not otherwise defined shall have their same meanings as set forth in the PSA.

2. Closing Obligations. Seller and Purchaser desire to amend and restate Section 9.1(b) of the PSA as follows:

> "Two (2) written agreements pursuant to which Seller shall assign to two (2) separate and distinct Permitted Designees of Purchaser (as designated by Purchaser in its sole and absolute discretion) and/or any other assignee or designee of Purchaser approved by Seller, and such Permitted Designees and/or other approved assignee or designee shall assume and agree to be bound by, all obligations and liabilities of Seller under the 10th Floor Lease and Store Unit Lease, respectively, and otherwise with respect to the Leased Units, in substantially the form of Exhibit C attached hereto (each, respectively, the "Assignment and Assumption of Lease."

3. Seller and Purchaser desire to amend and restate Section 9.2(e) of the PSA as follows:

> "Two (2) Assignments and Assumptions of Lease, with respect to the Leased Units."

4. Seller and Purchaser desire to amend Section 19.1 to amend and restate the second sentence therein as follows:

"Notwithstanding the foregoing, Purchaser shall have the right to assign its rights under this Agreement to one or more Permitted Designees of Purchaser without the consent of Seller so long as Purchaser delivers to Seller a fully executed and effective assignment and assumption agreement conveying such designee(s) all of Purchaser's right, title and interest in, to and under this Agreement and the Deposit at least five (5) Business Days prior to Closing."

5. Counterparts. This Agreement may be executed and delivered in multiple counterparts, each of which shall be deemed an original instrument, and all of which, when taken together, shall constitute one and the same original document. PDF signatures are sufficient to bind Seller and Purchaser with respect to this Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[NO FURTHER TEXT ON THIS PAGE]

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

SELLER:

EC 58TH STREET LLC, a Delaware limited liability company

By: _____
Name: Anthony D. Minella
Title: President

[signatures continue on following page]

CSC PURCHASER:

CSC HUDSON, LLC, a Delaware limited liability company

By: _____
Name: Sal Smeke
Title: Authorized Signatory

By: _____
Name: Alberto Smeke
Title: Authorized Signatory

Exhibit A-2

PSA Assumption and Amendment

(Attached hereto)

ASSIGNMENT, ASSUMPTION AND MODIFICATION OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND MODIFICATION OF PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this 3rd day of May, 2022 (the "Effective Date") by and among **EC 58th Street LLC**, a Delaware limited liability company ("Seller"), **CSC Hudson, LLC**, a Delaware limited liability company ("CSC Purchaser"), **353W57 1704, LLC**, a Delaware limited liability company ("CSC Store Unit Purchaser") and **356W58 Ground Lessor LLC**, a Delaware limited liability company ("MSP Purchaser").

RECITALS

WHEREAS, CSC Purchaser, as purchaser, and Seller, as seller, entered into that certain Purchase and Sale Agreement, dated as of February 3, 2022, as amended by the First Amendment to Purchase and Sale Agreement dated as of April 19, 2022 (as may be further amended, restated and/or modified from time to time in accordance with this Agreement, the "PSA"), a true, correct and complete copy of which is attached hereto as Exhibit A;

WHEREAS, simultaneously with the Closing under the PSA, (i) MSP Purchaser and Hudson 1702, LLC ("Hudson 1702") and Hudson 1701/1706, LLC ("Hudson 1701/1706"), as Permitted Designees of CSC Purchaser (in such capacity, Hudson 1702 and Hudson 1701/1706 collectively, on a joint and several basis, as "Ground Tenant") are entering into (A) a 99-year ground lease (the "Ground Lease") pursuant to which MSP Purchaser, as landlord shall lease to Ground Tenant, as tenant, the Owned Units and (B) a sublease agreement ("Sublease") pursuant to which MSP Purchaser, as sublessor shall sublease the 10th Floor Unit to Hudson 1701/1706, as sublessee and (ii) Ground Tenant is obtaining a leasehold construction loan (the "Leasehold Loan") from affiliates of Parkview Financial (the "Leasehold Lender"), which Leasehold Loan shall be secured by Ground Tenant's leasehold interests in the Owned Units and subleasehold interest in the 10th Floor Unit (collectively, the "Ground Lease Transaction");

WHEREAS, in accordance with the terms of the PSA, CSC Purchaser desires to assign to CSC Store Unit Purchaser and CSC Store Unit Purchaser desires to assume from CSC Purchaser, all of its right, title and interest in and to the PSA solely with respect to the Store Unit Lease, subject to the terms and conditions of this Agreement and in accordance with the terms of the PSA (and MSP Purchaser shall have no interest therein);

WHEREAS, in connection with the Ground Lease Transaction, in accordance with the terms of the PSA, CSC Purchaser desires to assign to MSP Purchaser, and MSP Purchaser desires to assume from CSC Purchaser, all of its right, title and interest in and to the PSA solely with respect to the Owned Units and the 10th Floor Unit pursuant to the 10th Floor Lease (collectively, the "MSP Property"), subject to the terms and conditions of this Agreement;

WHEREAS, in connection with the Ground Lease Transaction, the Seller, CSC Purchaser, CSC Store Unit Purchaser and the MSP Purchaser desire to modify the PSA as set forth herein;

NOW, THEREFORE, in consideration of the foregoing, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions/Recitals Incorporated. Unless otherwise defined in this Agreement, all capitalized terms used herein shall have the meanings ascribed to such terms in the PSA. The recitals set forth hereinabove in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

2. Assignment and Assumption. CSC Purchaser hereby transfers, assigns and sets over to MSP Purchaser all of CSC Purchaser's right, title, and interest in, to and under the PSA solely with respect to the MSP Property, and MSP Purchaser hereby accepts such assignment, in each case subject to the terms and conditions set forth herein (the "MSP Assignment"), it being acknowledged and agreed by the CSC Purchaser that from and after the Effective Date, CSC Purchaser shall have no rights or interest with respect to the MSP Property under the PSA (except as otherwise as expressly set forth in this Agreement). CSC Purchaser hereby transfers, assigns and sets over to CSC Store Unit Purchaser all of CSC Purchaser's right, title and interest in, to and under the PSA solely with respect to the Store Unit Lease, it being acknowledged and agreed by the CSC Purchaser and Seller that from and after the Effective Date, MSP Purchaser and CSC Purchaser shall have no rights or interest with respect to the Store Unit Lease under the PSA (the "Store Unit Assignment"; and together with the MSP Assignment, collectively, the "Assignment"). Notwithstanding the foregoing assignment, CSC Purchaser shall not be relieved of and shall remain liable for all obligations of Purchaser under the PSA. Pursuant to Section 19 of the PSA, Seller acknowledges, agrees and consents to the Assignment and Seller's signature to this Agreement is evidence of Seller's consent to the Assignment in accordance with the PSA.

3. Modification of PSA. In connection with the Assignment and the Ground Lease Transaction, the parties hereto agree to amend the terms of the PSA as follows:

(a) Defined Terms. All capitalized terms used herein and defined herein (including all such terms set forth in the recitals hereto) are hereby incorporated into the PSA. In addition, the term "Purchaser" as set forth in the PSA, shall hereinafter refer to CSC Purchaser, CSC Store Unit Purchaser and MSP Purchaser, individually and collectively as the context may require.

(b) Title. Section 5.8 of the PSA is hereby deleted in its entirety and the following is inserted in its place:

> At Closing, Seller shall convey, transfer, grant and set over (i) to MSP Purchaser, fee simple title to the Owned Units and leasehold title to the 10th Floor Unit, free and clear of encumbrances, except only the applicable Permitted Exceptions and any other encumbrances and exceptions expressly approved by the MSP Purchaser in writing, and (ii) to CSC Store Unit Purchaser, leasehold title to the Store Unit, free and clear of encumbrances, except only the applicable Permitted Exceptions and any other encumbrances and exceptions expressly approved by the CSC Store Unit Purchaser in writing.

(c) Closing Obligations. The following modifications shall be made to the Closing obligations set forth in Section 9.1 and 9.2, respectively, of the PSA:

(i) Each of the Deeds for the Owned Units shall be made to MSP Purchaser.

(ii) In accordance with Section 9.1(b) of the PSA, (A) the Assignment and Assumption of Lease with respect to the Store Unit Lease shall be made to CSC Store Unit Purchaser, as assignee, and (B) the Assignment and Assumption of Lease with respect to the 10th Floor Lease shall be made to MSP Purchaser, as assignee. Sections 9.1(b) and 9.2(e) of the PSA are further amended by deleting the reference to such deliveries occurring at least fifteen (15) days prior to Closing, with the parties acknowledging and agreeing to deliver the foregoing Assignment and Assumptions of Leases to Title Company on the Closing Date, and not fifteen (15) days prior to Closing. In addition, at Closing, MSP Purchaser, as sublandlord and Hudson 1701/1706, as subtenant shall enter into the Sublease with respect to the 10th Floor Unit (in a form mutually agreed upon between MSP Purchaser and Hudson 1701/1706), with such Sublease to take effect ten (10) days following the Closing Date in order to comply with the provisions of Section 14.03(B) of the 10th Floor Lease. Purchaser hereby acknowledges and agrees that, in accordance with the 10th Floor Lease, a copy of the Sublease, together with a notice of the Sublease in accordance with Section 14.03(B) of the 10th Floor Lease, will be delivered to 10th Floor Lessor on the Closing Date.

(iii) The bill of sale to be delivered by Seller in accordance with Section 9.1(c) of the PSA shall be bifurcated into two (2) bills of sale, one with respect to all right, title and interest of Seller, if any, in and to all Personal Property, Fixtures, Warranties and Permits appurtenant to the MSP Property (the "MSP Property Bill of Sale") and one with respect to all right, title and interest of Seller, if any, in and to all Personal Property, Fixtures, Warranties and Permits appurtenant to the Store Unit (the "Store Unit Bill of Sale"). The MSP Property Bill of Sale shall be made to the Ground Tenant under the Ground Lease and the Store Unit Bill of Sale shall be made to CSC Store Unit Purchaser.

(iv) The Assignment of Contracts to be delivered by Seller in accordance with Section 9.1(o) shall be made to Ground Tenant. Seller and Purchaser hereby acknowledge that the Designated Service Contracts to be assumed by CSC Purchaser at Closing are listed on Exhibit B.

(v) The Confirming Estoppels to be delivered in accordance with Section 9.1(j) shall be delivered as follows: (i) the Confirming Estoppel with respect to the 10th Floor Lease shall be delivered to MSP Purchaser in the form of Exhibit C-1 attached hereto, (ii) the Confirming Estoppel with respect to the Owned Units and the Board of Managers shall be delivered to MSP Purchaser and Ground Tenant in the form of Exhibit C-2 attached hereto, and (iii) the Confirming Estoppel with respect to the Store Unit Lease shall be delivered to CSC Store Unit Purchaser in the form of Exhibit C-3 attached hereto.

(vi) The assumption of Retainer Agreement to be executed and delivered in accordance with Section 9.2(o) of the PSA shall be executed and delivered to the Tax Cert Attorneys by CSC Store Unit Purchaser and the Ground Tenant.

(vii) The closing statement to be prepared by Title Company and approved and executed by Seller and Purchaser pursuant to Sections 9.1(r) and 9.2(k) of the PSA shall consist of two (2) closing statements: one (1) closing statement governing the settlement of the Owned Units and the 10th Floor Unit pursuant to the MSP Assignment, and one (1) closing statement governing the settlement of the Store Unit pursuant to the Store Unit Assignment. Any and all items subject to apportionment in accordance with Article 11 of the PSA shall be separated by Unit; provided, however, the parties agree to allocate any apportionments pursuant to Article 11 of the PSA that are not, by their nature, allocated to an individual Unit on the basis of the proportion each Allocated Unit Price set forth on Exhibit E bears to the total Purchase Price. With respect to any reconciliation of apportionments or adjustments following the Closing and/or amounts due to Seller for items of revenue that relate to periods prior to the Closing Date in accordance with Article 11 of the PSA, Seller agrees to look solely to (A) Ground Tenant as to any amounts due with respect to the Owned Units, (B) Hudson 1701/1706 as to any amounts due with respect to the 10th Floor Unit, and (C) CSC Store Unit Purchaser as to any amounts due with respect to the Store Unit.

(d) Board of Managers. In accordance with Section 9.1(k) of the PSA, the parties will cooperate to have the Seller's appointed members of the Board of Managers resign and CSC Store Unit Purchaser and/or Ground Tenant, as applicable, shall designate individuals to be appointed as Purchaser's replacement members of the Board of Managers in accordance with the Condominium Documents and the Ground Lease.

(e) Retainer Agreement. The parties hereto acknowledge and agree that, in accordance with Section 11.4 of the PSA, Seller has continued to pursue the pending tax certiorari proceedings for the reduction of the assessed value of the Units prior to the Effective Date. In accordance with the Ground Lease, from and after the Effective Date, all such proceedings shall be controlled by Ground Tenant and CSC Store Unit Purchaser, and not MSP Purchaser as landlord under the Ground Lease, and any resulting tax reductions or refunds attributable to periods following the Closing Date shall be the property of Ground Tenant and CSC Store Unit Purchaser (as applicable, according to the respective Unit for which such reduction or refund is applicable) and not MSP Purchaser. As such, Purchaser's obligation to assume the Retainer Agreement in accordance with the PSA shall be satisfied upon such assumption by Ground Tenant and CSC Store Unit Purchaser, on a joint and several basis. To the extent any obligations or liabilities relating to the Retainer Agreement survive the Closing, Seller agrees to look solely to Ground Tenant and/or CSC Store Unit Purchaser, jointly and severally, with respect to such obligations or liabilities.

(f) Employee Matters.

(i) Seller and Purchaser hereby acknowledge and agree that (i) the Alternative Agreement consisting of a Memorandum of Agreement between and among EC 58th Street LLC d/b/a The Hudson Hotel, CSC Purchaser and the New York Hotel and Motel Trades Council (the "Union") (such Memorandum of Agreement, the "Alternative Agreement") has

been executed by CSC Purchaser, Seller and the Union and delivered by CSC Purchaser to Seller and all other parties thereto in accordance with Section 16.5 of the PSA, (ii) a copy of the fully executed Alternative Agreement is annexed hereto as Exhibit D, and (iii) Purchaser's and Seller's obligations with respect to Section 9.1(i) and Section 9.2(f) of the PSA, as applicable, have been satisfied in full.

(ii) Provided Seller makes the payments described in the April 27, 2022 letter between Seller and the Union on or before Closing, Seller will have fulfilled its obligations with respect to the NYC Severance (as defined in the PSA). Accordingly, Seller and Purchaser hereby acknowledge and agree (i) to forego the escrow contemplated by Section 16.3, and (ii) that Sections 9.1(q), 9.2(n) and Exhibit M (the form of Labor Severance Escrow Agreement) of the PSA are hereby deleted in their entirety. For the avoidance of any doubt, Seller and Purchaser agree that any amounts due pursuant to the NYC Severance will be the responsibility of Seller, and Seller shall indemnify and hold Purchaser harmless for said amounts.

(iii) All representations, warranties, covenants, rights, obligations, and liabilities of Purchaser with respect to any and all matters set forth in Article 16 of the PSA shall continue to be the right or responsibility of the Ground Tenant under the Ground Lease and the Sublease and CSC Store Unit Purchaser as the tenant under the Store Unit Lease. To the extent any obligations or liabilities relating to any and all matters set forth in Article 16 survive the Closing, Seller shall look to the CSC Purchaser, CSC Store Unit and/or Ground Tenant, jointly and severally, with respect to such obligations and liabilities.

(iv) The parties acknowledge the enactment of the Displaced Hotel Service Workers and Hotel Service Disruption Notifications Act, section 22-510 of the Administrative Code of New York (the "DHSWNA") and the Displaced Building Service Workers Protection Act, §22-505 of the Administrative Code of the City of New York ("BSWPA"). By this Agreement, the parties agree that the DHSWNA and the BSWPA do not apply to the transaction contemplated by this Agreement or the PSA under §22-510(d)(1) and §22-505(f)(1) of the New York City Administrative Code.

(v) The provisions of this Section 3(f) shall survive the Closing

(g) Cycle 8 Local Law 11 Work. The parties acknowledge and agree that the NYC Department of Buildings has not issued a Certificate of Compliance with respect to completion of the Cycle 8 Local Law 11 Work and, accordingly, pursuant to Section 13.9 of the PSA, Seller shall assign the Cycle 8 Local Law 11 Contracts to Purchaser pursuant to the Assignment of Contracts, and Purchaser shall assume all obligations thereunder or otherwise oversee and cause completion of the Cycle 8 Local Law 11 Work in order for NYC Department of Buildings to issue a Certificate of Compliance, provided, however, that in lieu of the escrow required by Section 13.9, Seller shall, at Closing, give MSP Purchaser a credit against the Purchase Price in the amount of $30,000.00 on account of Purchaser's assumption of such obligations. Any and all references to "Purchaser" in Section 13.9 of the PSA and this Section 3(g) shall mean Ground Tenant, jointly and severally, and not MSP Purchaser.

(h) Transfer Taxes; Closing Costs.

(i) Any State Transfer Tax or City Transfer Tax that may be due in connection with the creation of the Ground Lease and the Sublease shall be borne by Ground Tenant (any such transfer taxes, the "Ground Lease Transaction Transfer Taxes"). For the sake of clarity, the obligation of Seller under Section 10.1 of the PSA to pay State Transfer Tax and the City Transfer Tax upon or payable in connection with the transfer of title to (x) the Owned Units and 10th Floor Unit to MSP Purchaser and (y) the Store Unit to CSC Store Unit Purchaser, shall not be modified by this Section. CSC Purchaser, CSC Store Unit Purchaser and Ground Tenant, jointly and severally, hereby agree to indemnify, defend and hold Seller and the Seller Related Parties harmless from and against any and all liabilities, damages, losses, claims, demands, judgments, fines, penalties, settlement amounts, payments of amounts demanded, costs and expenses (including, without limitation, reasonable attorneys' fees) and claims arising out of or in any way related to payment of the Ground Lease Transaction Transfer Taxes.

(ii) All costs and expenses in connection with the Ground Lease Transaction, including, without limitation, the recording of any memoranda of such agreements and the cost of any additional title insurance policies or diligence deliverables shall be paid for by CSC Purchaser, CSC Store Unit Purchaser and/or Ground Tenant.

(iii) The provisions of this Section 3(h) shall survive the Closing

(i) Notices. The following notice parties for the MSP Purchaser shall be added to Section 17.1 of the PSA:

If to MSP Purchaser:	356W58 GROUND LESSOR LLC c/o MSP Capital Investments, L.L.C. Woodlawn Hall at Old Parkland 3953 Maple Ave., Suite 350 Dallas, Texas 75219 Attn: Luke Pak E-mail: pak@mspcm.com
With a copy to:	356W58 GROUND LESSOR LLC c/o MSP Capital Investments, L.L.C. Woodlawn Hall at Old Parkland 3953 Maple Ave., Suite 350 Dallas, Texas 75219 Attn: Max Lamont E-mail: lamont@mspcm.com
And with a copy to:	Duval & Stachenfeld LLP 555 Madison Avenue, 6th Floor New York, NY 10022 Attention: Danielle Ash, Esq. & File Manager File No. 4308.0014 Email: Dash@dsllp.com

(j) The Surviving Seller Representations shall be deemed remade by Seller on the Closing Date for the benefit of Ground Tenant, CSC Store Unit Purchaser and MSP Purchaser, provided, however, that in no event shall (i) Seller have any direct liability to MSP Purchaser, (ii) MSP Purchaser have any right to make a claim under the Holdback Escrow Agreement, and (iii) Seller have any duplication of liabilities for the same claim to any of Ground Tenant, CSC Store Unit Purchaser or MSP Purchaser may have with respect to a breach of a Surviving Seller Representation, Seller's obligations under Section 8.2 of the PSA or a claim under the Holdback Escrow Agreement. Accordingly, the Holdback Escrow Agreement shall be among Seller, Ground Tenant and CSC Store Unit Purchaser, and Escrow Agent shall be instructed to act in accordance with instructions received by the parties thereunder and not MSP Purchaser. The provisions of this Section 3(j) shall survive the Closing.

(k) Seller and Purchaser hereby agree to the allocation of the Purchase Price as amongst each of the Units set forth on Exhibit E (the "Allocated Unit Prices").

4. Closing. In the event that the Ground Lease Transaction does not close on the Closing Date and, as a result thereof, Purchaser defaults in its performance of obligations to be performed on the Closing Date (including, without limitation, failure to pay the Balance on the Closing Date), Seller shall be entitled to exercise the sole and exclusive remedies set forth in Section 15.1 of the PSA, irrespective of whether such default was due to the actions or omissions of CSC Purchaser, MSP Purchaser, CSC Store Unit Purchaser, Ground Tenant or any Permitted Designee of CSC Purchaser or was with respect to any such party's obligations to close the Ground Lease Transaction and/or execute and deliver the Ground Lease or Sublease, which in turn caused Purchaser to default in the performance of its obligations under the PSA and this Agreement on the Closing Date. In the event that the Closing does not occur due to a default by Seller, MSP Purchaser shall have all the rights and remedies of the Purchaser under Section 15.2 of the PSA; provided, however: (A) if Purchaser elects to pursue the remedy set forth in clause (i) of Section 15.2 of the PSA, the Deposit shall be refunded to CSC Purchaser and in no event shall Seller be liable for Purchaser's Reimbursement Costs in excess of $400,000, in the aggregate, as among MSP Purchaser, CSC Purchaser, CSC Store Unit Purchaser and/or Ground Tenant; (B) if Purchaser elects to pursue the remedy in clause (ii) of Section 15.2 of the PSA, (x) MSP Purchaser may only seek specific performance of Seller's obligations to convey the Owned Units and assign the 10th Floor Lease, in each case, to MSP Purchaser, and (y) CSC Store Unit Purchaser may only seek specific performance of Seller's obligations to convey the Store Unit to CSC Store Unit Purchaser; (C) in the event specific performance is unavailable as a result of Seller having conveyed all or any portion of the Premises to a party other than MSP Purchaser and CSC Store Unit Purchaser as set forth in this Agreement, only CSC Purchaser (on behalf of itself, Ground Tenant and/or CSC Store Unit Purchaser) shall have the right to pursue monetary damages as against Seller; and (D) MSP Purchaser and CSC Store Unit Purchaser shall not make any different election of remedies with respect to a default by Seller (i.e., MSP Purchaser and CSC Store Unit Purchaser shall, collectively, elect to pursue only one remedy under Section 15.2 of the PSA with respect to such default by Seller). The Ground Lease Transaction, and Seller's acknowledgement and consent to the terms of this Agreement, shall in no event be deemed to create a financing contingency or condition to Purchaser's obligations under the PSA on Purchaser's ability to obtain financing or execute on the Ground Lease Transaction. Purchaser hereby reaffirms and ratifies that the transactions contemplated by the PSA shall be deemed to be

an "all cash" transaction. The provisions of this Section 4 shall survive the Closing or earlier termination of the PSA and/or this Agreement.

5. Ratification. Except as specifically set forth herein, the PSA is hereby ratified and confirmed. From and after the Effective Date, references to the PSA shall be deemed to be references to the PSA, as amended by this Agreement.

6. Conflicting Terms. Wherever the terms and conditions of this Agreement and the terms and conditions of the PSA conflict, the terms of this Agreement shall be deemed to supersede the conflicting terms of the PSA.

7. Miscellaneous. Sections 22.6 through 22.14 of the PSA are hereby incorporated into this Agreement in their entirety.

[*Signatures on Next Page*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

CSC PURCHASER:

CSC HUDSON, LLC,
a Delaware limited liability company

By: _____
Name: Alberto Smeke Saba
Title: Authorized Signatory

By: _____
Name: Salomon Smeke Saba
Title: Authorized Signatory

CSC STORE UNIT PURCHASER:

353W57 1704, LLC,
a Delaware limited liability company

By: _____
Name: Alberto Smeke Saba
Title: Authorized Signatory

By: _____
Name: Salomon Smeke Saba
Title: Authorized Signatory

[Signatures Continue on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

MSP PURCHASER:

356W58 GROUND LESSOR LLC,
a Delaware limited liability company

By: _____
Name: LUKE PAK
Title: Authorized Signatory

SELLER:

EC 58TH STREET LLC,
a Delaware limited liability company

By: _____
Name: Anthony D. Minella
Title: President

EXHIBIT A

PURCHASE AND SALE AGREEMENT

(attached hereto)

EXECUTION VERSION

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of the 3rd day of February, 2022 (the "Effective Date"), by and between EC 58th Street LLC, a Delaware limited liability company, having an address c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022 ("Seller"), and CSC Hudson, LLC, a Delaware limited liability company, having an address c/o CSC Co-Living, 6 St. Johns Lane, New York, New York 10013 ("Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is the owner of those certain condominium units in the condominium known as 353 West 57th Street Condominium (the "Condominium") in the building (the "Building") known as and having the street address of 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York, designated and described as the "EBC Unit" (which is Unit 1 of the Condominium and which is also identified as Lot 1701) and the "Modified Hotel Unit" (which is Unit 2 of the Condominium and which is also identified as Lot 1702) (the EBC Unit and the Modified Hotel Unit, together with their respective appurtenant undivided interests in the Condominium's common elements shall be referred to herein collectively as the "Owned Units") in that certain declaration of condominium dated April 11, 1985 made by Irving Schatz (the "Original Declaration") pursuant to Article 9-B of the Real Property Law of the State of New York, as amended (the "Condominium Act") establishing a plan for condominium ownership of the Building and the land upon which the Building is situated, which Original Declaration was recorded in the New York County Office of the Register of the City of New York (the "City Register's Office") on April 24, 1985 in Reel 902 Page 1, which Original Declaration was amended by the First Amendment to Declaration made by Irving Schatz dated January 29, 1993 and recorded May 11, 1993 in Reel 1969 Page 2286 (the "First Amendment to Original Declaration"), and which Original Declaration was further amended by the Amended and Restated Declaration, dated as of February 12, 1999, made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch (the "A&R Declaration"), which A&R Declaration was recorded July 16, 1999 in Reel 2913 Page 1753 (and which A&R Declaration, by its terms, restated the Original Declaration in its entirety), and which A&R Declaration was amended by the Amendment to Amended and Restated Declaration, dated September 30, 1999, and recorded on October 27, 1999 in Reel 2979 Page 2159 (as such A&R Declaration was amended, collectively, the "Declaration", and together with the By-Laws (the "By-Laws"), Rules and Regulations (the "Rules and Regulations") and all other exhibits and schedules thereto (as amended), collectively, the "Condominium Documents"), and also designated as Tax Lots 1701 and 1702 in Block 1048 in the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York, with the Owned Units more particularly described on Exhibit A attached hereto and incorporated herein;

WHEREAS, Seller is the lessee of (i) that certain condominium unit known as the "Tenth Floor Unit" in the Condominium (which is Unit 6 of the Condominium and which is also identified as Lot 1706), pursuant to that certain Amended and Restated Lease dated as of February 11, 1999 (as amended and assigned pursuant to the following described transfers, the "10th Floor Lease") made by Irving Schatz, as lessor ("10th Floor Lessor"), and Ian Schrager Hotels LLC, as original lessee, as referenced in the memorandum of lease dated as of February 12, 1999 and

recorded March 23, 1999 in Reel 2841 Page 1872, as the 10th Floor Lease was assigned by Assignment and Assumption of Lease made by and between Ian Schrager Hotels LLC, as assignor, to Henry Hudson Holdings LLC, as assignee, dated as of February 12, 1999 and recorded March 23, 1999 in Reel 2841 Page 1882, as the 10th Floor Lease was amended by an unrecorded Amendment to Lease made by and between Irving Schatz and Henry Hudson Holdings LLC dated as of August 17, 2004, as the 10th Floor Lease was further assigned by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by and between Henry Hudson Holdings LLC, as assignor, and Seller, as assignee, dated as of November 24, 2020; and (ii) that certain condominium unit known as the "Store Unit" in the Condominium (which is Unit 4 of the Condominium and which is also identified as Lot 1704), pursuant to that certain Lease dated January 1, 1999 (as amended and assigned pursuant to the following described transfers, the "Store Unit Lease") made by Adrienne Schatz (a/k/a Adrienne Wechsler) and Cheryl Hirsch, jointly, as lessor ("Store Unit Lessor", and together with the current 10th Floor Lessor, are herein collectively referred to as the "Lessors") and Henry Hudson Holdings LLC, as original lessee, as evidenced by a memorandum of lease dated as of September 30, 1999 and recorded on October 27, 1999 in Reel 2979 Page 2172, as the Store Unit Lease was amended by unrecorded Amendment to Lease dated as of September 30, 1999, as the Store Unit Lease was further amended by the unrecorded Amendment to Lease dated as of August 13, 2004, as the Store Unit Lease was assigned by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by and between Henry Hudson Holdings LLC, as assignor, and Seller, as assignee, dated as of November 24, 2020. The 10th Floor Lease and Store Unit Lease are collectively herein referred to as the "Unit Leases". Seller acquired title to its leasehold interest in: (A) the 10th Floor Lease as the designee of Henry Hudson Holdings LLC's Leasehold Mortgagee (as that term is defined in the 10th Floor Lease) by an assignment in lieu of foreclosure dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344630; and (B) the Store Unit Lease as the designee of Henry Hudson Holdings LLC's Leasehold Mortgagee (as that term is defined in the Store Unit Lease) by an assignment in lieu of foreclosure dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344629. Seller's right, title, and leasehold interest in and to the 10th Floor Unit and the Store Unit pursuant to the Unit Leases are herein collectively referred to as the "Leased Units", with the Leased Units more particularly described on Exhibit A attached hereto. The Owned Units and the Leased Units are herein collectively referred to as the "Units";

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, Seller and Purchaser covenant and agree as follows:

Article 1. Premises.

1.1 Premises. Seller shall sell and convey to Purchaser, and Purchaser shall purchase from Seller, upon the terms, covenants and conditions hereinafter set forth all of Seller's right, title and interest in and to:

(i) the Owned Units and any and all fixtures and improvements owned by Seller erected thereon and therein;

(ii) the Leased Units and any and all fixtures and improvements owned by Seller erected thereon and therein;

(iii) any equipment, appliances, building materials, fixtures and other similar personal property attached or appurtenant to the Units, to the extent owned by Seller and not owned by the Condominium or by any occupants occupying the single resident occupancy units set forth on the SRO Schedule (as hereinafter defined) within the Units (such occupants, collectively, "Tenants"), all in their presently existing "as is" condition and state of repair on the date hereof, subject to reasonable wear and tear between the date hereof and Closing Date (as hereinafter defined) (collectively, the "Fixtures");

(iv) all easements, covenants and other rights adjoining or appurtenant to the Units (together with the Owned Units and the Leased Units, the "Real Property");

(v) to the extent assignable, all warranties, if any, issued to the Seller by any manufacturer or contractor in connection with construction or installation of equipment or any component of the improvements included as part of the Units (the "Warranties");

(vi) to the extent assignable, all governmental and public certificates, permits, licenses, entitlements, agreements, development rights, variances, waivers, estoppels, bonds, claims and rights (including those in favor of Seller from any contractor, subcontractor, manufacturer or other person relating to the construction, maintenance, operation or repair of the Real Property or any component thereof), and approvals relating to the operation, use, maintenance or occupancy of the Units, including, without limitation, any certificate(s) of occupancy (collectively, the "Permits");

(vii) items of tangible personal property including, but not limited to, all furniture, fixtures, machinery, security systems, china, glassware, silverware, kitchen and bar small goods, guest supplies, operating supplies, printing, stationary and uniforms, whether in use or held in reserve storage in connection with the former operation of the Units as a hotel, reserve stock of linens, towels, paper goods, soaps, cleaning supplies and the like with respect to the former operation of the Units as a hotel, and other tangible personal property of every kind and nature located in the Units and owned by Seller (collectively, the "Personal Property") other than the personal property listed on Schedule L attached hereto (the "Excluded Personal Property"); and

(viii) all management, service and maintenance contracts or other agreements of similar nature affecting the Premises or the operation thereof (collectively, the "Service Contracts") which Purchaser has elected in its sole and absolute discretion at least forty-five (45) days prior to the Closing Date to assume (the "Designated Service Contracts"), and which Designated Service Contracts shall remain in effect after Closing, as the same may be amended, modified or extended from time to time in accordance with the terms of this Agreement.

All of the foregoing shall collectively be referred to herein as the "Premises".

Article 2. Purchase Price.

2.1 The purchase price for the Premises is TWO HUNDRED SEVEN MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS ($207,500,000.00) (the "Purchase Price"), and is payable by Purchaser as follows:

(a) Purchaser shall deposit TEN MILLION and 00/100 DOLLARS ($10,000,000.00) (the "Deposit"), with First American Title Insurance Company ("Escrow Agent"), by wire transfer of immediately available Federal funds, on or before 5:00 P.M. (New York time) on the date that is two (2) Business Days after the execution of this Agreement by Purchaser and Seller, as a downpayment toward the Purchase Price, which Deposit shall be non-refundable (except as otherwise set forth herein) and held and disbursed by Escrow Agent pursuant to the terms and conditions of this Agreement. Upon receipt by Escrow Agent of the Deposit, Escrow Agent shall cause the Deposit to be deposited into an interest-bearing account at a national bank selected by Escrow Agent. All interest on the Deposit becomes part of the Deposit and any interest thereon will be applied to payment of the Purchase Price at Closing.

(b) The balance of the Purchase Price, in an amount equal to the difference between the Purchase Price and the Deposit, subject to adjustments and credits as provided for herein (the "Balance") shall be paid by Purchaser on the Closing Date (as hereinafter defined), by wire transfer of immediately available Federal funds to an account or accounts designated by Seller (which Closing and wire transfer shall be facilitated through Escrow Agent).

(c) Purchaser and Seller shall exercise commercially reasonable efforts to agree upon the allocation of the Purchase Price between the Real Property, on the one hand, and the Personal Property, Fixtures, Warranties, and Permits, on the other hand, prior to Closing. With respect to the remaining allocation of the Purchase Price allocable to the Real Property, Seller and Purchaser agree to allocate 10-15% to any right, title and interest in and to the land (and land-equivalents) being conveyed, and 85-90% to any right, title and interest in and to the Building being conveyed. If Purchaser and Seller cannot agree upon the allocation of the Purchase Price, each party shall file federal, state and local returns based on each party's own determination of the proper allocations of the Purchase Price, each bearing its own consequences of any discrepancies; provided, however, that Seller's allocation shall be used for all transfer tax and similar filings.

Article 3. Closing.

3.1 Closing of title to the Premises (the "Closing") shall take place on April 4, 2022, through an escrow-style closing conducted by the Escrow Agent and Title Company, whereby Purchaser and Seller and their respective attorneys consummate the Closing without being physically present at the offices of the Escrow Agent or Title Company to exchange closing documents and required funds through escrow, TIME BEING OF THE ESSENCE with respect to Purchaser's and Seller's obligation to close on or before 3:00 pm EST on such date (such date hereinafter referred to as the "Closing Date"). Notwithstanding the foregoing, Purchaser shall have a one-time right to extend the Closing Date by a period not to exceed thirty (30) days, such right exercisable by giving notice thereof to Seller at least five (5) Business Days before the then-scheduled Closing Date. Notwithstanding the notice methods provided for in Article 17, the

foregoing Closing Date extension notice may be provided solely by electronic mail delivery from counsel for Purchaser to counsel for Seller.

Article 4. Permitted Exceptions.

4.1 The Premises shall be sold and conveyed, and Purchaser shall accept title to the Premises, subject to the following matters (collectively, the "Permitted Exceptions"):

(a) The matters set forth on Schedule A hereof;

(b) The Unit Leases;

(c) All covenants, easements, reservations, restrictions and agreements of record, affecting the Premises, provided same do not prohibit or interfere in any material respect with the current use of the Premises;

(d) Any and all present and future laws, regulations, restrictions, requirements, ordinances, resolutions and orders affecting the Premises, including, without limitation, any laws relating to zoning, building, environmental protection and the use and occupancy of the Premises;

(e) Real estate taxes that are a lien, but are not yet due and payable, subject to adjustment at Closing, as provided for herein;

(f) Grants made prior to the date hereof of licenses or easements or other rights in favor of any public or private utility company or governmental entity for, or pertaining to, utilities, sewers, water mains or drainage, whether or not of record, provided same do not prohibit or interfere in any material respect with the current use of the Premises;

(g) The state of facts shown on or by the survey prepared by Montrose Surveying Co., LLP., with a survey update date of January 10, 2022 (the "Survey"), and any additional state of facts or physical condition which a current accurate survey or physical inspection of the Premises would disclose, provided same do not prohibit or interfere in any material respect with the current use of the Premises;

(h) Intentionally omitted;

(i) The lien of any water charges or sewer rents that are not yet due and payable, subject to adjustment as hereinafter provided;

(j) Rights of Tenants to occupy rooms or units within the Premises;

(k) The Condominium Documents;

(l) Any other matters that would constitute objections to title under Section 5.1 and with respect to which the Title Company (as hereinafter defined) certifies that it will insure title to the Premises free of such matters, at regular rates without the payment of additional premiums, for the Purchaser and Purchaser's successors and assigns; and

(m) The standard printed exceptions appearing on the title policy to be issued by the Title Company.

4.2 The Permitted Exceptions shall not constitute grounds for objection by Purchaser, and Seller shall have no obligation to remove any Permitted Exception as a condition to Purchaser's obligation to purchase the Premises in accordance with this Agreement. Notwithstanding anything to the contrary in this Article 4, on or prior to the Closing Date, Seller shall pay, discharge and otherwise remove of record, at Seller's sole cost and expense, all of the following: (i) any mortgages, deeds of trust or other security instruments for any financing placed by Seller on the Real Property and all of the mortgages as reflected in the Mortgage Schedule of the Commitment (defined herein) and set forth on Schedule E hereof, (ii) taxes that are then due and payable or delinquent as of Closing, (iii) liens and other encumbrances (other than Permitted Exceptions) which Seller has intentionally placed on the Real Property whether existing before or after the date hereof, (iv) any mechanic's lien except (x) those resulting from the acts or omissions of Purchaser or Purchaser's agents and (y) those which are the responsibility of any Unit Lessor under the Unit Leases, (v) all financing statements and other liens or encumbrances that secures indebtedness of Seller including those set forth on Schedule E hereof, (vi) judgment liens against the Seller, and (vii) any other title exception (which is not a Permitted Exception) that may be removed by payment of an ascertainable and liquidated amount which in the aggregate does not exceed $2,100,000.00 (collectively, the "Mandatory Removal Items"). Seller shall pay, discharge, and otherwise remove of record on or prior to Closing, at Seller's sole cost and expense, all Mandatory Removal Items regardless of whether or not Purchaser provides written notice of the requirement to pay, discharge, and otherwise remove the Mandatory Removal Items.

Article 5. State of Title; Objections.

5.1 Purchaser acknowledges receipt of (i) that certain Title Examination Report issued by Royal Abstract of New York LLC ("Title Company") as agent for Escrow Agent under Title No. 915047 with effective date of December 8, 2021 (the "Commitment"), and (ii) the Survey. At Closing, Purchaser may cause title to the Premises to be insured by the Title Company at Purchaser's sole cost and expense. Except as otherwise expressly provided in this Agreement, Seller shall have no obligation to remove any exception to title other than the Mandatory Removal Items. Purchaser unconditionally waives any right to object to any matters set forth in the Commitment and the Survey, except for the Mandatory Removal Items and those matters set forth in the Commitment and listed on Schedule E attached hereto and incorporated herein. If exceptions to title appear on any update or continuation of the Commitment (each a "Continuation") which are not Permitted Exceptions, Purchaser shall notify Seller thereof in writing within the earlier of five (5) Business Days after Purchaser receives such Continuation and the last Business Day prior to the Closing Date, **TIME BEING OF THE ESSENCE**, and Seller shall have five (5) Business Days (with any attendant extension of the Closing Date if Purchaser's written notice if delivered less than five (5) Business Days prior to the then scheduled Closing Date) to elect to attempt to eliminate such exception or not. If Seller fails to respond after such five (5) Business Day period it shall be deemed that Seller has elected not to eliminate such exceptions. If Seller is unable, or elects not to attempt, to eliminate such exceptions to title, or if Seller elects to attempt to eliminate any such exceptions to title but is unable to do so or thereafter decides not to eliminate the same, and accordingly, is unable to convey title to the Premises in accordance with the provisions of this Agreement, Seller shall so notify Purchaser and, within five (5) Business Days after receipt of such

notice from Seller, Purchaser shall elect either (i) to terminate this Agreement by notice given to Seller and Escrow Agent (**TIME BEING OF THE ESSENCE** with respect to Purchaser's notice), in which event, neither party to this Agreement shall have any further rights or obligations hereunder, except that Escrow Agent shall refund to Purchaser the Deposit (together with all interest thereon, if any) and except for the rights and obligations hereunder that expressly survive the termination of this Agreement, or (ii) to accept title to the Premises subject to such exceptions, without any abatement of the Purchase Price. If Purchaser shall not notify Seller of such election within such five (5) Business Day period, **TIME BEING OF THE ESSENCE**, Purchaser shall be deemed to have elected clause (ii) above with the same force and effect as if Purchaser had elected clause (ii) within such five (5) Business Day period. Notwithstanding the notice methods provided for in Article 17, the notices provided for in this Section 5.1 may be provided solely by electronic mail delivery by counsel for either party.

5.2 If the Commitment or any Continuation discloses judgments, bankruptcies or similar returns against persons or entities having names the same as or similar to that of Seller but which returns are not against Seller, Seller, on request, shall deliver to Purchaser and Title Company affidavits reasonably acceptable to Seller and Title Company to the effect that such judgments, bankruptcies or returns are not against Seller, in form and substance sufficient to permit removal of same as exceptions in Purchaser's title policy.

5.3 If the Commitment or any Continuation discloses exceptions (other than the Permitted Exceptions) which (i) may be removed solely by reference to Seller's existing title policy, or (ii) were created, consented to or affirmatively permitted by Seller in writing after the date hereof, then Seller shall remove such exceptions. Notwithstanding the foregoing, Seller, at its option in lieu of satisfying such exceptions, may deposit with Title Company such amount of money and provide such documentation, affidavits and indemnities as may be reasonably determined by Title Company as being sufficient to induce it to insure Purchaser against collection of such liens and/or encumbrances, including interest and penalties, out of or against the Real Property, in which event such exceptions shall not be objections to title.

5.4 Seller shall be entitled to one or more adjournments of the Closing Date, not to exceed sixty (60) days in the aggregate, to remove any exceptions to title which Seller is obligated to remove under this Agreement or elects to attempt, but is not obligated, to remove.

5.5 Notwithstanding the foregoing provisions of this Article 5, in the event that Title Company or any title company retained by Purchaser shall raise an exception to title which is not a Permitted Exception, Seller shall have no obligation to eliminate such exception and Purchaser shall have no right to terminate the Agreement by reason of such exception (and such exception shall be deemed a Permitted Exception) if Title Company or a nationally recognized title company, as applicable, shall be prepared to insure title to the Premises at regular rates without such exception.

5.6 Purchaser shall pay the costs of examination of title and any owner's or mortgagee's policy of title insurance to be issued insuring Purchaser's title to the Premises, as well as all other title charges, survey fees, recording charges (other than to remove of record or satisfy Mandatory Removal Items and the costs to remove, satisfy or cure such other exceptions and title matters

which Seller elects to cure pursuant to Section 5.1) and any and all other title and survey costs or expenses incident to the Closing or in connection therewith.

5.7 Notwithstanding anything in this Article 5 hereof to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for the documents delivered at Closing and such matters which are expressly stated in this Agreement to survive the Closing, to the limit of such survival.

5.8 At Closing, Seller shall convey, transfer, grant and set over to Purchaser, fee simple title to the Owned Units and leasehold title to the Leased Units, free and clear of encumbrances, except only the Permitted Exceptions and any other encumbrances and exceptions expressly approved by Purchaser in writing.

Article 6. Responsibility for Violations.

6.1 Purchaser shall acquire the Premises subject to all violations of building, fire, sanitary, environmental, housing and similar laws and regulations, whether or not noted or issued on the date hereof or on the Closing Date (collectively, "Violations"), including, but not limited to, those the removal of or compliance with which are the responsibility of Tenants, Unit Lessors under the Unit Leases or the Board of Managers under the Condominium Documents. Seller shall have no obligation to cure or remove any Violations on or before Closing, except that Seller shall be responsible for, and pay at Closing, any penalties or fines imposed on or before the Closing in connection with any Violations issued with respect to the Premises prior to the Closing Date (it being understood and agreed that it shall be Purchaser's responsibility, at its sole cost and expense, to pay any fines or penalties that accrue or arise after the Closing Date, even if the Violation was assessed or noted prior to the Closing Date).

Article 7. Condition of the Premises; "As-Is"; Rights of Inspection.

7.1 Purchaser shall accept the Premises at the Closing in its "as is" condition as of the date hereof and as of the Closing Date, reasonable wear and tear and any further deterioration of the condition of the Premises caused by or arising out of any casualty that may have occurred prior to the date hereof excepted, and subject to (x) the provisions of Article 12 hereof in the event of a casualty or condemnation and (y) Seller's compliance with the covenants contained in Article 13 hereof. Seller shall not be liable for any latent or patent defects in the Premises or bound in any manner whatsoever by any guarantees, promises, projections, operating expenses or other information pertaining to the Premises made, furnished or claimed to have been made or furnished, whether orally or in writing, by Seller, the Boards of Managers of the Condominium (the "Board of Managers") under the Condominium Documents, the Lessors or any other person or entity, or any partner, employee, agent, attorney or other person representing or purporting to represent Seller, except to the extent expressly set forth in this Agreement or in any document or instrument expressly required in this Agreement to be delivered at Closing (collectively, the "Closing Documents"). Purchaser acknowledges that neither Seller nor any of the employees, agents or attorneys of Seller have made or do make any oral or written representations or warranties

whatsoever to Purchaser, whether express or implied, except as expressly set forth in this Agreement or in any Closing Document, and, in particular, that no such representations and warranties have been made by Seller with respect to the physical, environmental condition or operation of the Premises, the presence, introduction or effect of hazardous materials at or affecting the Premises, the actual or projected revenue and expenses of the Premises, the zoning and other laws, regulations and rules or environmental laws applicable to the Premises or the compliance of the Premises therewith, the current or future real estate tax liability, assessment or valuation of the Premises, the availability of any financing for the alteration, rehabilitation or operation of the Premises from any source, including, without limitation, any state, city or Federal government or any institutional lender, the current or future use of the Premises, including, without limitation, the use for residential or commercial purposes, the present and future condition and operating state of any and all machinery or equipment in the Premises and the present or future structural and physical condition of the Building or its suitability for rehabilitation or renovation, the ownership or state of title of any Personal Property, the quantity, quality or condition of the Personal Property or Fixtures, the use or occupancy of the Premises or any part thereof, or any other matter or thing affecting or relating to the Premises, or the transactions contemplated hereby, except as specifically set forth in this Agreement or in any Closing Document.

7.2 Purchaser has not relied and is not relying upon any representations or warranties or upon any statements made in any informational materials with respect to the Premises provided by Seller or any other person or entity, or any shareholder, employee, agent, attorney or other person representing or purporting to represent Seller, other than the representations and warranties expressly set forth in this Agreement or in any Closing Document.

7.3 PURCHASER ACKNOWLEDGES THAT SELLER AND CERTAIN OF ITS AFFILIATES, AGENTS, ATTORNEYS, CONSULTANTS AND REPRESENTATIVES PROVIDED TO PURCHASER OR MADE AVAILABLE TO PURCHASER (IN THE DATA ROOM, DELIVERED (VIA EMAIL) DIRECTLY TO PURCHASER AND/OR PURCHASER'S AGENTS AND CONSULTANTS INCLUDING ITS ATTORNEYS, OR CONTAINED IN THE SCHEDULES AND EXHIBITS ANNEXED HERETO), CERTAIN DUE DILIGENCE MATERIALS IN SELLER'S POSSESSION RELATING TO THE PREMISES AND THE USE AND OPERATION THEREOF (WITH ALL SUCH DOCUMENTS AND MATERIALS HERETOFORE PROVIDED TO PURCHASER OR PURCHASER'S AGENTS, TOGETHER WITH ANY COPIES OR REPRODUCTIONS OF SUCH DOCUMENTS OR MATERIALS, OR ANY SUMMARIES, ABSTRACTS COMPILATIONS OR OTHER ANALYSES MADE BY OR FOR PURCHASER BASED ON THE INFORMATION IN SUCH DOCUMENTS OR MATERIALS REFERRED TO COLLECTIVELY HEREIN AS "SELLER DUE DILIGENCE MATERIALS"). PURCHASER ACKNOWLEDGES AND AGREES THAT ANY SELLER DUE DILIGENCE MATERIALS DELIVERED OR TO BE DELIVERED BY ANY SELLER RELATED PARTIES TO PURCHASER ARE BEING MADE AVAILABLE SOLELY AS AN ACCOMMODATION TO PURCHASER AND, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY SELLER RELATED PARTY AS TO THEIR ACCURACY OR COMPLETENESS OF FACTS OR OPINIONS SET FORTH THEREIN AND THAT ANY RELIANCE BY PURCHASER ON SUCH REPORTS OR OTHER DOCUMENTS IN CONNECTION WITH THE PURCHASE OF THE PREMISES IS UNDERTAKEN AT PURCHASER'S SOLE RISK. OTHER THAN AS EXPRESSLY SET FORTH IN THIS

AGREEMENT OR IN ANY CLOSING DOCUMENT, PURCHASER AGREES THAT NO SELLER RELATED PARTY HAS ANY LIABILITY OR OBLIGATION WHATSOEVER FOR ANY INACCURACY IN OR OMISSION FROM THE SELLER DUE DILIGENCE MATERIALS, OFFERING MATERIALS PREPARED IN CONNECTION WITH THE SALE OF THE PROPERTY OR ANY REPORT OR OTHER DOCUMENTS MADE AVAILABLE TO PURCHASER OR PURCHASER'S AGENTS. PURCHASER ACKNOWLEDGES THAT SELLER HAS PROVIDED THE OPPORTUNITY FOR PURCHASER TO MAKE INSPECTIONS AND THAT PURCHASER HAS CONDUCTED ITS OWN INVESTIGATION OF THE CONDITION OF THE PREMISES, TO THE EXTENT PURCHASER DEEMS SUCH AN INVESTIGATION TO BE NECESSARY OR APPROPRIATE.

7.4 Without limiting the generality of the foregoing, Purchaser acknowledges that it has had an opportunity to conduct its own investigation of the Premises with regard to Hazardous Materials and compliance of the Premises with Relevant Environmental Laws. Purchaser agrees to take title to the Premises subject to all costs and liabilities arising out of or in any way relating to Hazardous Materials and Relevant Environmental Laws, and Purchaser acknowledges that Seller shall not have any responsibility for any such costs and liabilities. Purchaser hereby releases Seller, its principals and affiliates, and their respective officers, directors, members, managers, partners, agents, employees, successors and assigns (collectively, the "Seller Related Parties"), from and against any and all claims, counterclaims and causes of action which Purchaser may now or in the future have against any of the foregoing parties arising out of the existence of Hazardous Materials affecting the Premises. For purposes of this Agreement: the term "Hazardous Materials" means any mold, solid wastes, toxic or hazardous substances, wastes or contaminants, polychlorinated biphenyls, paint or other materials containing lead, urea formaldehyde foam insulation, radon, asbestos, and asbestos containing material, petroleum product and any fraction thereof as any of these terms is defined in or for the purposes of any Relevant Environmental Laws (as hereinafter defined), and any Pathogen (as hereinafter defined); the term "Pathogen" means any pathogen, toxin or other biological agent or condition, including but not limited to, any fungus, mold, mycotoxin or microbial volatile organic compound; and the term "Relevant Environmental Laws" means any and all laws, rules, regulations, orders and directives, whether federal, state or local, applicable to the Premises or any part thereof with respect to the environmental condition of the Premises or any part thereof, and any activities conducted on or at the Premises, including by way of example and not limitation: (i) Hazardous Materials; (ii) air emissions, water discharges, and any other environmental, health or safety matter; (iii) the existence of any underground storage tanks that contained or contain Hazardous Materials; and (iv) the existence of pcb contained electrical equipment.

7.5 Intentionally omitted.

7.6 Purchaser hereby releases Seller and the Seller Related Parties, from and against any and all claims, counterclaims and causes of action which Purchaser may now or in the future have against any of the foregoing parties arising out of the existence of Hazardous Materials affecting the Premises.

7.7 Purchaser and/or Purchaser's designees, agents, advisors, representatives, employees, consultants, appraisers, engineers, contractors and prospective lenders and such prospective lenders' agents, advisors and representatives ("Purchaser's Representatives"), from

time to time before the Closing and during regular business hours, upon at least two (2) Business Days' prior written notice to Seller, may inspect the Premises, provided that (i) Purchaser shall not communicate with any employees of Seller or Seller's managers or contractors or with Tenants or occupants of the Premises without, in each instance, the prior written consent of Seller, which consent may be withheld in Seller's sole discretion, (ii) Purchaser shall not perform any tests with respect to such Premises without the prior written consent of Seller in each instance, which consent shall not be unreasonably withheld, conditioned or delayed; provided however, if such tests are invasive Seller shall have the right to withhold its consent to such tests in its sole and absolute discretion, and (iii) Purchaser shall have no additional rights or remedies under this Agreement as a result of such inspection(s) or any findings in connection therewith. Without limiting the foregoing, Purchaser agrees that it shall not have any so-called "due diligence period" and that it shall have no right to terminate this Agreement or obtain a reduction of the Purchase Price as a result of such inspection(s) or any findings in connection therewith (including relating to the physical condition of the Premises, the operation of the Premises or otherwise). Any entry upon the Premises shall be performed in a manner which is not disruptive to Tenants or the normal operation of the Premises and shall be subject to the rights of any Tenants or occupants of the Premises. Purchaser shall (i) exercise reasonable care at all times that Purchaser and/or Purchaser's Representatives shall be present in the Premises, (ii) at Purchaser's expense, observe and comply with all applicable laws and any conditions imposed by any insurance policy then in effect with respect to the Premises and (iii) not engage in any activities which would violate the provisions of any permit or license pertaining to the Premises. Seller shall have the right to have a representative of Seller accompany Purchaser during any such communication or entry into or upon the Premises.

7.8 Purchaser hereby agrees to indemnify, defend and hold Seller, its officers, shareholders, partners, members, directors, employees, attorneys and agents harmless from and against any and all liability, actual loss, cost, judgment, claim, damages or expense (including, without limitation, attorneys' fees and expenses), resulting from or arising out of the entry upon the Premises before the Closing by Purchaser or Purchaser's Representatives, other than (x) the mere discovery of pre-existing conditions, except to the extent such pre-existing conditions were exacerbated by the entry upon the Premises before the Closing by Purchaser or Purchaser's Representatives, and (y) those resulting from gross negligence or willful misconduct of Seller or its representatives. The foregoing indemnification shall survive the Closing or the termination of this Agreement.

7.9 As a condition precedent to entering the Premises in connection with any inspection, Purchaser shall maintain or cause to be maintained, at Purchaser's sole cost and expense, a policy of comprehensive general public liability and property damage insurance by an insurer or syndicate of insurers reasonably acceptable to Seller: (A) with a combined single limit of not less than One Million Dollars ($1,000,000.00) general liability and Three Million Dollars ($3,000,000.00) excess umbrella liability, (B) insuring Purchaser, Seller, Existing Manager, each of their respective affiliates, Seller's lender and any other person or entity related to Seller or involved with the transaction contemplated by this Agreement (such additional persons or entities to be designated in writing by Seller), as additional insureds, against any injuries or damages to persons or property that may result from or are related to (x) Purchaser's entry into the Premises or upon the Premises and (y) any inspection or other activity conducted thereon by Purchaser's Representatives and (C) containing a provision to the effect that insurance provided by Purchaser

hereunder shall be primary and noncontributing with any other insurance available to Seller or any other additional insured party. Purchaser shall deliver evidence of such insurance coverage to Seller before the commencement of the first inspection and proof of continued coverage before any subsequent inspection.

7.10 Notwithstanding any provision in this Agreement to the contrary, neither Purchaser nor any of Purchaser's Representatives shall contact any federal, state, county, municipal or other department or governmental agency regarding the Premises without Seller's prior written consent thereto, in each instance; provided, however, that the foregoing shall not prohibit Purchaser from accessing publicly accessible governmental records and databases from time to time or from contacting governmental authorities to obtain zoning verification letters and similar documentation necessary to complete a zoning report. In addition, if Seller's consent is obtained by Purchaser, Seller shall be entitled to receive at least five (5) Business Days prior written notice of the intended contact and shall be entitled to have a representative present when Purchaser and/or Purchaser's Representatives has any such contact with any governmental official or representative. Notwithstanding the foregoing, Purchaser shall be permitted, at its sole cost and expense, to file applications for permits for the matters described on Schedule J attached hereto (collectively, the "Allowed Applications") prior to the Closing Date as a "contract vendee" (and not as the owner of the Premises), provided that, at least five (5) Business Days prior to the date on which Purchaser anticipates submitting any such Allowed Application, Purchaser provides Seller with a complete copy of the subject Allowed Application, together with all submission materials attendant thereto, for Seller's review. Purchaser agrees to make such modifications, clarification or corrections reasonably requested by Seller to confirm that the application is being submitted as a "contract vendee" and imposing no obligations or liabilities upon Seller, as the owner of the Premises, provided that Seller provides written notice of such reasonably requested modifications, clarification or corrections to Purchaser within five (5) Business Days after receipt of Purchaser's Allowed Application, together with all submission materials attendant thereto (and failure of Seller to provide written notice of any reasonably requested modifications, clarification or corrections within that five (5) Business Day period shall be deemed Seller's confirmation of the corresponding Allowed Application, together with all submission materials attendant thereto, it being understood that Seller's posing of questions regarding such documentation during the five (5) Business Day period shall mean that the Allowed Application is not deemed confirmed). Upon satisfying the foregoing, Purchaser shall be permitted to submit such Allowed Application to the appropriate governmental authority. Except for the Allowed Applications, in no event shall Purchaser be permitted to file any applications, requests, certifications or permits (including, without limitation, any application for a Certificate of No Harassment) with the NYS Department of Housing and Community Renewal, the NYC Department of Housing Preservation and Development, the NYC Department of City Planning, or other governmental agencies, without the prior written consent of Seller, which may be granted or withheld in its sole discretion. If the Closing does not occur for any reason hereunder, Purchaser agrees to take such steps as are necessary to rescind or otherwise terminate the Allowed Applications submitted and/or the evaluation processes engaged by the applicable governmental agencies associated with the submission of such Allowed Applications. Any breach of the foregoing covenants shall constitute a default by Purchaser hereunder. Purchaser agrees to indemnify and hold harmless Seller and the Seller Related Parties for any loss, cost, expense, or damage suffered by Seller as a result of or arising out of (x) any breach or violation of the foregoing covenants and (y) claims made by Tenants or other Persons who become aware of the filing of the Allowed Applications. The

foregoing provisions of this Section 7.10 shall survive the Closing or earlier termination of this Agreement.

7.11 The provisions of this Article 7 shall survive the Closing.

Article 8. Representations and Warranties.

8.1 Seller hereby represents and warrants to Purchaser that the following are true and correct in all material respects as of the Effective Date:

(a) This Agreement constitutes, and each document and instrument to be executed and delivered by Seller hereunder (collectively, the "Seller's Documents"), when so executed and delivered, shall constitute, the legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms, covenants and conditions.

(b) Seller (i) is a limited liability company duly organized in the State of Delaware and licensed and/or qualified to conduct business in the State of New York; (ii) has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; (iii) has full power and authority to enter into and perform this Agreement and to enter into the documents to be executed and delivered in accordance with the terms hereof; and (iv) has full power and authority to consummate the transactions as contemplated herein.

(c) Neither the entering into of this Agreement, nor the consummation of the transactions contemplated hereunder, will constitute a violation or breach by Seller of any contract, writ, order, judgment, or other instrument or agreement to which Seller is a party, or to which it is subject to by which any of its assets or properties may be affected, or of any judgment, order, writ, injunction or decree issued against or imposed upon it, or result in a violation of any applicable law, ordinance, rule or regulation of any governmental authority affecting Seller. The execution, delivery and performance of this Agreement by Seller, and the consummation of the transactions contemplated hereby, do not require Seller to obtain any consent, authorization, or approval which has not already been obtained.

(d) Seller is not subject to any pending voluntary or involuntary reorganization, liquidation, receivership, or other proceedings under any federal, state or local insolvency, liquidation, reorganization or similar type laws. Seller has not applied for, consented to, or is subject to the appointment of a receiver, trustee, custodian, liquidator or other similar official for itself or for all or a substantial part of its assets, and has not made an assignment for the benefit of creditors.

(e) To Seller's knowledge, Seller has made available to Purchaser true and complete copies of the Unit Leases. To Seller's knowledge, the Unit Leases are in full force and effect and there are no monetary defaults or material non-monetary defaults of Seller, as lessee, or of Lessors, under the Unit Leases.

(f) The list of single resident occupancy units set forth on Schedule C (the "SRO Schedule") sets forth the units occupied by Tenants affecting the Premises on the date of this Agreement and is the SRO Schedule relied on by Seller in the ordinary course operation of its business. There are no written lease, license or occupancy agreements evidencing such rights held

by Tenants. There are no security deposits held by Seller on account of the Tenants. Seller has disclosed to Purchaser that possession of unit number 2253 is in dispute. Other than the list of units set forth on Schedule C, to Seller's knowledge, the other units within the Real Property are vacant. To Seller's knowledge, there are no pending or threatened in writing claims of harassment from any occupants of the single resident occupancy units in the Real Property against Seller or the Real Property.

(g) Seller is not a party to, nor does Seller have actual knowledge of the existence of any, written leases, subleases or licenses affecting the Premises in which Seller holds the lessor's, sublessor's, licensor's or grantor's interest. The August 28, 2000 Lease between Henry Hudson Holdings LLC (as landlord) and Hudson Leaseco LLC (as tenant) affecting the Real Property has been terminated, and the August 12, 2011 Lease between Henry Hudson Holdings LLC (as landlord) and 58th Street Bar Company, LLC (as tenant) has been terminated.

(h) There are no tax certiorari proceedings pending with respect to the Premises or any part thereof other than as set forth on Schedule B annexed hereto.

(i) Seller is not a Prohibited Person (as defined below). The assets Seller will transfer to Purchaser under this Agreement are not the property of, and are not beneficially owned, directly or indirectly, by a Prohibited Person. The assets Seller will transfer to Purchaser under this Agreement are not the proceeds of specified unlawful activity as defined by 18 U.S.C. §1956(c)(7). For purposes hereof, a "Prohibited Person" means any of the following: (i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "Executive Order"); (ii) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at its official website, http://www.treas.gov/offices/enforcement/ofac; (iv) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (v) a person or entity that is affiliated with any person or entity identified in any of clauses (i), (ii), (iii) and/or (iv) above.

(j) Seller is not a "foreign person" as defined in the Internal Revenue Code of 1986, as amended (the "Code") Withholding Section.

(k) To Seller's knowledge, Seller has made available to Purchaser true and complete copies of the Condominium Documents. A list of each of the Condominium Documents is included on Schedule D annexed hereto. To Seller's knowledge, the Condominium Documents are in full force and effect and Seller has not delivered a notice of default to the Board of Managers. There have been no Common Charges (as defined in the Condominium Documents) under the Condominium Documents charged by the Board of Managers for the calendar year period preceding the Effective Date and, accordingly, there are no Common Charges under the Condominium Documents due and payable as of the Effective Date.

(l) There are no judgments of any kind against Seller unpaid or unsatisfied of record, which would be expected to have a material adverse effect on Seller's ability to perform

hereunder or, except as may be set forth in the Commitment, which would be binding on the Premises. There is no material action, suit or proceeding to which Seller is a party, pending or, to Seller's actual knowledge, threatened in writing against or affecting Seller or the Premises, which, if adversely determined, would (i) have a material adverse effect upon title to the Premises, (ii) prohibit or impair Seller from consummating the transactions contemplated hereby, or (iii) materially adversely affect the use or operation of the Premises.

(m) Except as set forth on Schedule H, there are no pending, or to Seller's knowledge, threatened in writing, lawsuits, actions, complaints, claims, charges, arbitrations, investigations, grievances, administrative charges or proceedings before any governmental entity under the Labor and Employment Laws (as hereinafter defined), regarding employment discrimination, harassment, retaliation, safety, violations or any other employment-related charges or complaints, wage and hour claims, claims not covered by insurance for workers' compensation or other benefits in connection with or related to the Hotel Employees (as defined in Article 16).

(n) Seller is not a party to any service, maintenance or similar contracts or agreements with respect to the Premises other than the Service Contracts set forth on Schedule I attached hereto. Seller has made copies of the Service Contracts available to Purchaser, and to Seller's knowledge, such copies are true, correct and complete in all material respects. With respect to any Designated Service Contract that Purchaser elects to assume, neither Seller nor, to Seller's knowledge, any other party is in material default under any Service Contract. Seller is not a party to any property management agreement binding upon the Premises, other than the Existing PMA, of which Seller has made available to Purchaser a true and correct copy and which Existing PMA shall be terminated as of the Closing Date.

(o) There are no pending or, to Seller's actual knowledge, threatened condemnation or eminent domain proceedings against the Premises.

(p) Intentionally omitted.

(q) Seller has not granted to any other person or entity, except Purchaser, any options, rights of first refusal or other purchase rights with respect to the Premises. Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer, provide rights of first refusal, option rights or any other similar rights relating to the disposition of the Premises or any portion thereof.

(r) Seller has not received any written notice of any existing or proposed special assessments against the Premises.

(s) Except as disclosed by Seller to Purchaser prior to the date hereof and/or as set forth in the Seller Due Diligence Materials, Seller has not received written notice from any governmental authority of the presence of Hazardous Materials on, under or at the Premises in violation of Relevant Environmental Laws.

(t) Except as set forth on Schedule K, Seller has not received written notice of any Violations.

(u) Other than the Collective Bargaining Agreement (as defined in Article 16), Seller is not a party to or bound by, and the Premises are not subject to or bound by, any collective bargaining, labor or employment, or development, card check, or neutrality agreement with respect to any employees currently employed to provide services to the Premises or that may in the future be employed to provide services to the Premises, or with respect to the Premises itself.

(v) Seller has not experienced any strikes, committed any unfair labor practices, and is not aware of any allegations it has committed any unfair labor practice within the period of six months prior to the execution of this Agreement related to the employees represented by the Union.

(w) Other than the New York Hotel Trades Council and Hotel Association of New York City, Inc., Pension Fund, neither Seller nor any ERISA Affiliate of Seller has contributed or been obligated to contribute to any multiemployer pension plan with respect to the Premises. For purposes of this Agreement, "ERISA Affiliate" means any entity, trade or business (whether or not incorporated) that is, or has ever been, a member of a "controlled group of corporations" with, or is under "common control" with, or is a member of the same "affiliated service group" with Seller or any of its affiliates, in each case, as defined in Sections 414(b), (c), (m) or (o) of the Code or is, or within the last six years, has been, treated as a single employer for purposes of Section 4001(b)(1) of ERISA. To Seller's knowledge, Existing Manager has paid all employee benefit contributions due to date required under the Collective Bargaining Agreement to the Union Employee Benefit Funds, and there are no pending or unresolved claims by the Union Employee Benefit Funds or any other multiemployer benefit plan for outstanding or owed contributions, arrears, delinquencies, or for compliance with any audit. To Seller's knowledge, no complete or partial withdrawal liability under Title IV of ERISA has occurred or been triggered with respect to the Premises during Seller's period of ownership.

(x) Seller has not received any written notice claiming a breach of the Collective Bargaining Agreement or any violation of any applicable Labor and Employment Laws.

8.2 The representations and warranties of Seller set forth in Section 8.1 (the "Surviving Seller Representations") shall be deemed remade on, and shall be true and accurate in all material respects as of, the Closing Date. The Surviving Seller Representations shall survive for one hundred fifty (150) days after the Closing Date (the "Survival Period"), provided, however, that if Purchaser makes a claim for a breach of any Surviving Seller Representation on or before the expiration of the Survival Period, the Survival Period shall be extended for those claims timely made until such claims are resolved by binding agreement of the parties or final judgment and expiration of applicable appeal periods. Each Surviving Seller Representation shall automatically be null and void and of no further force and effect after the expiration of the Survival Period unless, prior to the end of the Survival Period, Purchaser shall have asserted in writing a specific claim with respect to the particular Surviving Seller Representation and commenced a legal proceeding (a "Proceeding") within thirty (30) days thereafter against Seller alleging that Seller is in breach of such Surviving Seller Representation and that Purchaser has suffered actual damages ("Damages") as a result thereof. In no event shall Purchaser be entitled to assert any consequential, special or punitive damages with respect to any claims for a breach of Seller Representations pursuant to this Section 8.2, nor shall it be entitled to any award or payment based on such damages. If Purchaser timely commences a Proceeding, and a court of competent jurisdiction,

pursuant to a final, non-appealable order in connection with such Proceeding, determines that (1) the applicable Surviving Seller Representation was breached as of the date of this Agreement or the Closing Date and (2) Purchaser suffered Damages by reason of such breach and (3) Purchaser did not have knowledge or was not deemed to have knowledge of such breach prior to the Closing, then Purchaser shall be entitled to receive an amount equal to the Damages, but in no event in an amount greater than the Ceiling (as hereinafter defined); provided, however, Purchaser shall not be entitled to pursue any claim against Seller for damage to Purchaser that, when combined with all other claims against Seller for breaches of Surviving Seller Representations, is less than the Floor (as hereinafter defined) in the aggregate. If Purchaser has claim(s) against Seller, in excess of the Floor, then Purchaser shall be entitled to pursue the actual loss suffered by Purchaser in connection with such claim(s) against Seller (including, without limitation, recovery of all amounts below and above the Floor), but in no event shall Seller's liability for any and all claims exceed the Ceiling. For purposes of this Section 8.2, Purchaser shall be deemed to have knowledge of: (i) any matter disclosed in any exhibit or schedule to this Agreement, (ii) any matters disclosed in any document or written materials provided by Seller to Purchaser prior to the Closing (including, without limitation, those materials posted in the electronic data room located at https://app.box.com/folder/152329405383?s=r3cxvlnntp4q8hh46fl0bi6kgzljxtuf), (iii) any other matter disclosed in due diligence reports or inspections obtained by Purchaser in connection with the transactions contemplated by this Agreement, and (iv) any matter disclosed by Seller pursuant to a written update to Seller's representations or warranties in accordance with this Agreement. As used herein, "Floor" shall mean with respect to any claim or claims against Seller for breach of any Surviving Seller Representation, FIFTY THOUSAND AND NO/100 Dollars ($50,000.00), and "Ceiling" shall mean TWO MILLION ONE HUNDRED THOUSAND AND NO/100 Dollars ($2,100,000.00), provided, however, that the Ceiling shall not apply with respect to: (x) all of the credits and prorations Purchaser is entitled to pursuant to this Agreement; and (y) Seller's indemnification obligations of Purchaser pursuant to Section 14.1(b) and Article 16 of this Agreement. The provisions of this Section 8.2 shall constitute the sole and exclusive remedy after Closing for breaches of the Surviving Seller Representations and shall survive the Closing. Seller agrees that at Closing, to secure payment of any claims by Purchaser against Seller for a breach of a representation or warranty in accordance with this Section 8.2, a portion of the Purchase Price in an amount equal to the Ceiling shall be deposited in an escrow account with Title Company, to be held and disbursed by Title Company pursuant to an escrow agreement in the form of Exhibit L attached hereto (the "Holdback Escrow Agreement").

8.3 If, prior to Closing, Purchaser has knowledge of any matter which would constitute a material breach of Seller's representations and warranties, Purchaser shall notify Seller of such material breach within the earlier of five (5) Business Days of learning of same and the Closing Date, failing which Purchaser shall be deemed to waive any such corresponding material breach of Seller's representations and warranties. Seller shall have the right to contest Purchaser's determination as to a pre-Closing material breach of Seller's representations and warranties, and shall have the right to attempt to cure such breach without being obligated to complete such cure. In addition, Seller shall have until the date that is the later of the originally scheduled Closing Date and sixty (60) days from the date of Purchaser's notice to cure any such material breach of Seller's representations and warranties and, at Seller's sole option, the Closing Date shall be extended to such sixtieth (60) day (or any earlier Business Day) after Purchaser's notice of breach, in order to permit such cure by Seller. If Seller fails to cure any such material breach of Seller's representations and warranties, then Purchaser, as its sole and exclusive remedy, shall have the

right to terminate this Agreement by written notice to Seller, in which case Escrow Agent shall return the Deposit (together with all interest thereon, if any) to Purchaser, Purchaser shall be entitled to reimbursement by Seller of Purchaser's Reimbursement Costs, subject to the limitations set forth in Section 15.2, and neither party to this Agreement shall thereafter have any further right or obligation hereunder, except for the rights and obligations hereunder that expressly survive the termination of this Agreement.

8.4 The terms "to Seller's actual knowledge," "to the best of Seller's actual knowledge" and phrases of similar import shall mean the actual present knowledge (and not constructive knowledge) of Eric Poretsky, without independent inquiry or investigation, and shall not conclusively mean that Seller or such individual is charged with knowledge of the acts, omissions and/or knowledge of Seller's property manager (or any employee thereof), Seller's other agents or employees or Seller's predecessors in title to the Premises. The foregoing individual is named solely for the purpose of establishing the scope of knowledge and Seller represents that such person is the representative of Seller who is charged with day-to-day administration of information relating to and asset management of the Premises. Such individual is not a party to this Agreement and shall have no personal liability for any of the representations or warranties hereunder.

8.5 As of the Effective Date, Purchaser hereby represents and warrants as follows:

(i) Purchaser is familiar with the source of funds for the Purchase Price of the Premises and represents that all such funds will be derived from legitimate business activities and/or from loans from a banking or financial institution.

(ii) None of Purchaser, any direct or indirect interest holder in Purchaser (collectively, the "Purchaser Parties"), or any affiliate of Purchaser is (a) subject to sanctions of the United States government, (b) in violation of any provision of OFAC or (c) a Prohibited Person similarly designated under any Executive Orders or OFAC.

(iii) None of the Purchaser, the Purchaser Parties or any affiliate of Purchaser is listed on the Specially Designated Nationals List maintained by the OFAC, and/or on any other similar lists as a Prohibited Person.

(iv) Purchaser has, and its Purchaser Parties have, required and shall require, and has/have taken and shall take all reasonable measures to ensure compliance with the requirement that no Purchaser Parties or affiliates of Purchaser is or shall be listed on any lists, be a Prohibited Person, or be in violation of any laws, including any OFAC laws.

(v) None of Purchaser, the Purchaser Parties or any affiliate of Purchaser is or will (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in, or otherwise engage in, any transaction relating to any property or interest in property blocked pursuant to OFAC or the Patriot Act, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in OFAC or the Patriot Act.

(vi) This Agreement constitutes, and each document and instrument to be executed and delivered by Purchaser hereunder (collectively, the "Purchaser's Documents"),

when so executed and delivered, shall constitute, the legal, valid and binding obligations of Purchaser, enforceable in accordance with their respective terms, covenants and conditions.

(vii) Purchaser (i) is a limited liability company duly organized in the State of Delaware and as of the Closing Date shall be licensed and/or qualified to conduct business in the State of New York; (ii) has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby; (iii) has full power and authority to enter into and perform this Agreement and to enter into the documents to be executed and delivered in accordance with the terms hereof; and (iv) has full power and authority to consummate the transactions as contemplated herein.

(viii) Neither the entering into of this Agreement, nor the consummation of the transactions contemplated hereunder, will constitute a violation or breach by Purchaser of any contract, writ, order, judgment, or other instrument or agreement to which Purchaser is a party, or to which it is subject to by which any of its assets or properties may be affected, or of any judgment, order, writ, injunction or decree issued against or imposed upon it, or result in a violation of any applicable law, ordinance, rule or regulation of any governmental authority affecting Purchaser. The execution, delivery and performance of this Agreement by Purchaser, and the consummation of the transactions contemplated hereby, do not require Purchaser to obtain any consent, authorization, or approval which has not already been obtained.

(ix) Purchaser is not subject to any pending voluntary or involuntary reorganization, liquidation, receivership, or other proceedings under any federal, state or local insolvency, liquidation, reorganization or similar type laws.

8.6 All of the foregoing representations and warranties of Purchaser will be and remain true on and as of the Closing Date and shall survive the Closing.

Article 9. Closing Obligations.

9.1 At or prior to the Closing, Seller shall execute and/or deliver to Title Company the following:

(a) Two (2) condominium unit deeds in substantially the form attached hereto as Exhibit B and made a part hereof, and properly executed in the form for recording so as to convey title to each of the Owned Units (each, respectively, the "Deed");

(b) At least fifteen (15) days prior to Closing, two (2) written agreements pursuant to which Seller shall assign to two (2) separate and distinct Permitted Designees of Purchaser (as designated by Purchaser in its sole and absolute discretion), and such Permitted Designees shall assume and agree to be bound by, all obligations and liabilities of Seller under the 10th Floor Lease and Store Unit Lease, respectively, and otherwise with respect to the Leased Units, in substantially the form of Exhibit C attached hereto (each, respectively, the "Assignment and Assumption of Lease");

(c) a bill of sale, conveying and transferring to Purchaser all right, title and interest of Seller, if any, in and to all Personal Property, Fixtures, Warranties and Permits, in substantially the form attached hereto as Exhibit D and made a part hereof;

(d) A Real Property Transfer Tax Return with respect to the New York City Real Property Transfer Tax (the "RPT Form");

(e) A New York State Real Estate Transfer Tax Return and Credit Line Mortgage Certificate with respect to the New York State Real Estate Transfer Tax (the "Form TP-584");

(f) A New York State Real Property Transfer Report Form RP-5217 NYC (the "RP-5217");

(g) Intentionally omitted;

(h) a written notice in substantially form of Exhibit E attached hereto, executed by Seller or by its agent, advising the Tenants of the sale of the Units to Purchaser and directing that rents and other payments thereafter be sent to Purchaser or as Purchaser may direct;

(i) if the Alternative Agreement (as defined in Article 16, and attached hereto as Exhibit I-2), has been executed by the Seller, Purchaser and the Union, and a fully executed copy is delivered to Seller at least ten (10) days prior to Closing, then Seller shall deliver the fully executed Alternative Agreement to the Union at least ten (10) days prior to the Closing;

(j) Confirming Estoppels from each Lessor and the Board of Managers;

(k) Letters of resignation from all Seller appointed members of the Board of Managers with respect to the Owned Units, effective immediately upon the consummation of the Closing. The parties will cooperate to have Seller's appointed members of the Board of Managers resign and Purchaser's replacement members appointed in accordance with the Condominium Documents;

(l) an affidavit of Seller pursuant to Section 1445(b)(2) of the Code in the form attached hereto as Exhibit F and made a part hereof, stating that Seller is not a foreign person within the meaning of such Section;

(m) evidence reasonably satisfactory to the Title Company that (i) Seller is authorized to consummate the transaction contemplated herein, and (ii) the individual(s) executing the documents on behalf of Seller is/are authorized to do so;

(n) A certificate with respect to Seller's representations and warranties under Section 8.1 being true and correct in all material respects, subject to changes permitted by Section 9.4(b), in the form of Exhibit J (the "Seller's Bring Down Certificate");

(o) An assignment and assumption, in substantially the form of Exhibit K, which provides for, as more particularly set forth therein, the assignment by Seller of all of Seller's right, title and interest in and to the Designated Service Contracts and the assumption by Purchaser of all of Seller's obligations under the Designated Service Contracts arising from and after the Closing Date (the "Assignment of Contracts");

(p) The Holdback Escrow Agreement;

(q) The Labor Severance Escrow Agreement;

(r) A closing statement prepared by Title Company and approved by Seller and Purchaser, consistent with the terms of this Agreement;

(s) To the extent in Seller's possession, all keys, combinations and access devices to any portion of the Premises;

(t) To the extent in the possession of Seller, all books and records relating to the Premises (other than Seller's internal memoranda, financial projections, appraisals, proposals for work not actually undertaken, accounting and tax records and similar elective or confidential information), including, without limitation, (a) Permits relating to the operation of the Premises and/or issued by any governmental authority, (b) certifications verifying elevator and boiler inspections, (c) survey, architectural plans, building plans or specifications pertaining to the Premises, and (d) rent ledgers pertaining to the SRO units;

(u) Such affidavits, certificates, agreements and instruments as shall be reasonably required by the Title Company for Seller to comply with its obligations to deliver title to the Premises in accordance with this Agreement;

(v) An updated SRO Schedule, dated no more than five (5) days prior to the Closing Date;

(w) Evidence of termination of all Service Contracts that Purchaser has not agreed to assume at Closing (including evidence that Seller has paid all termination and/or cancellation fees, costs, penalties, charges and/or expenses that may result from such terminations which Seller expressly acknowledges and agrees shall be paid by Seller at its sole cost and expense at or prior to the Closing Date); and

(x) any other documents, instruments or agreements reasonably necessary to effectuate the transactions contemplated hereunder, in accordance with the express terms, covenants and conditions hereof.

9.2 At or prior to the Closing, Purchaser (or the Permitted Designees, as applicable) shall execute and/or deliver to Title Company the following:

(a) The RPT Form;

(b) The RP-5217;

(c) The Form TP-584;

(d) a Power of Attorney executed by Purchaser and acknowledged by a notary public, in the form required by Exhibit E to the Declaration, in favor of the Board of Managers, as required by Section 16(B) of the Declaration;

(e) At least fifteen (15) days prior to Closing, two (2) Assignments and Assumptions of Lease, with respect to the Leased Units;

(f) an assignment and assumption of the Collective Bargaining Agreement in the form attached hereto as Exhibit I-1 (the "CBA Assumption Agreement"), executed by Purchaser, unless the Alternative Agreement (as defined in Article 16 and attached hereto as Exhibit I-2) has been signed by the Purchaser and the Union and delivered to the Seller at least ten (10) days prior to Closing, in which case Seller shall sign and deliver the Alternative Agreement to the Union;

(g) the Assignment of Contracts;

(h) a certificate with respect to Purchaser's representations and warranties set forth in Section 8.5 being true and correct as required by Section 9.3(c);

(i) all consents and resolutions required to consummate the transactions contemplated hereby, certified to be true and complete by an authorized officer of Purchaser;

(j) such affidavits, certificates, agreements and instruments as shall be reasonably required by the Title Company;

(k) a closing statement prepared by Title Company and approved by Seller and Purchaser consistent with the terms of this Agreement;

(l) all other documents and instruments required by this Agreement and/or the Condominium Documents to be delivered by Purchaser at Closing;

(m) The Holdback Escrow Agreement;

(n) The Labor Severance Escrow Agreement;

(o) An assumption of the Retainer Agreement with the written consent of the Tax Cert Attorneys; and

(p) A Department of Housing Preservation and Development Registration Statement (the "Multiple Dwelling Registration Statement") required upon change in ownership, containing Purchaser or Purchaser's agent's information to be delivered to the Department of Housing Preservation and Development;

(q) any other documents, instruments or agreements reasonably necessary to effectuate the transactions contemplated hereunder, in accordance with the express terms, covenants and conditions hereof.

9.3 Seller's obligation to consummate the Closing under this Agreement is subject to satisfaction of the following conditions precedent, which may be waived in whole or in part by Seller, provided such waiver is in writing and signed by Seller on or before the Closing Date:

(a) Purchaser shall have paid or tendered payment of the Balance to Escrow Agent on or before the Closing Date as provided in Article 2 hereof, subject to adjustment as provided in Article 11 hereof;

(b) Purchaser shall have delivered to or for the benefit of Seller, on or before the Closing Date, all of the documents and items required to be delivered by Purchaser pursuant to Section 9.2 of this Agreement, and Purchaser shall have performed in all material respects all of its obligations hereunder to be performed on or before the Closing Date;

(c) All of Purchaser's representations and warranties made in this Agreement shall be true and correct as of the Effective Date and true and correct as of the Closing Date as if then made; and

(d) Purchaser shall have complied (or shall be deemed to have complied, upon execution of delivery of the documents set forth in Section 9.2 of this Agreement) with the requirements imposed upon the grantee of a Unit under Article XII of the Declaration.

9.4 Purchaser's obligation to consummate the Closing under this Agreement is subject to the satisfaction of the following conditions precedent, which may be waived in whole or in part by Purchaser, provided such waiver is in writing and signed by Purchaser on or before the Closing Date:

(a) Seller shall have delivered to or for the benefit of Purchaser, on or before the Closing Date, all of the documents and items required to be delivered by Seller pursuant to Section 9.1 of this Agreement, and Seller shall have performed in all material respects all of its obligations hereunder to be performed on or before the Closing Date;

(b) Subject to the other provisions of this Agreement, all of Seller's representations and warranties made in this Agreement shall be true and correct in all material respects as of the Effective Date and true and correct in all material respects as of the Closing Date as if then made, other than those representations or warranties made as of a specific date, or with reference to previously dated materials, in which event such representations and warranties shall be true and correct in all material respects as of the date thereof or as of the date of such materials, as applicable. For purposes hereof, a representation or warranty shall not be deemed to have been breached if the representation or warranty is not true and correct as of the Closing Date by reason of (a) changed facts or circumstances arising after the date hereof, the occurrence of which is not the result of an action by Seller which is prohibited by this Agreement or (b) any matter, including any alleged default, default, claim or proceeding, with respect to the Premises that relates to the Cycle 8 Local Law 11 Work to the extent such alleged default, default, claim or proceeding would be rendered moot upon or will be remedied by the Seller's performance and completion of the Cycle 8 Local Law 11 Work in accordance with this Agreement; and

(c) Seller shall have complied (or shall be deemed to have complied, upon execution of delivery of the documents set forth in Section 9.1 of this Agreement) with the requirements regarding the conveyance of a Unit under Article XII of the Declaration.

Article 10. Transfer Taxes, Title Insurance and Other Expenses.

10.1 At Closing, Seller shall pay the New York State Real Estate Transfer Tax imposed pursuant to Article 31 and Section 1402 of the New York Tax Law (the "State Transfer Tax") and the New York City Real Property Transfer Tax imposed pursuant to Title 11, Chapter 21 of the New York City Administrative Code (the "City Transfer Tax"), upon or payable in connection

with the transfer of title to the Units and the recordation of each Deed and execution of each Assignment and Assumption of Lease, as applicable. Seller shall also pay 100% of any escrow fees or charges of Escrow Agent.

10.2 Purchaser shall pay for the following prior to or at the Closing:

(a) all State, City, County and municipal recording charges with respect to the deed;

(b) all costs and expenses in connection with Purchaser's financing (if any), and costs for the filing of all documents necessary to complete such financing and related mortgage recording tax (as the same may be applicable), provided, however, nothing herein contained shall be deemed to create a financing contingency or to condition Purchaser's obligations hereunder on Purchaser's ability to obtain financing, and this shall be deemed to be an "all cash" transaction;

(c) the cost of Purchaser's own survey, survey re-date, engineering studies, environmental studies and other due diligence investigations;

(d) the cost of obtaining its owner's and/or loan policies of title insurance, including any and all premiums, endorsements and coverage issued in connection with such policies.

10.3 Each party shall pay its own legal fees incidental to the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

10.4 The provisions of this Article 10 shall survive the Closing.

Article 11. Apportionments.

11.1 The following shall be apportioned between the parties as of 11:59 P.M. on the day immediately preceding the Closing Date:

(a) Rents, as and when collected;

(b) real property taxes and assessments, sewer rents and taxes, water rates and charges, vault charges and taxes, business improvement district taxes and assessments and any other governmental taxes, charges or assessments levied or assessed against the Premises, if any, on the basis of the fiscal year for which assessed;

(c) charges for water, sewer, electricity, gas, fuel and other utility charges, all of which shall be read as soon as practicable before Closing, unless Seller elects to close its own applicable account, in which event Purchaser shall open its own account and the respective charges shall not be prorated;

(d) charges for all utility services supplied to the Units (including, without limitation, water, gas, steam and electricity);

(e) amounts prepaid and amounts accrued but unpaid under the Designated Service Contracts;

(f) accrued wages, salaries, compensation (including but not limited to payroll expenses and taxes, but excluding any severance pay pursuant to the Collective Bargaining Agreement or enhanced severance pay pursuant to the Alternative Agreement, if applicable), benefits, including without limitation, contributions to the Union Employee Benefit Funds (other than the additional health insurance contributions pursuant to the Alternative Agreement, if applicable), vacation pay, holiday pay, sick pay, personal days or other paid time off and salaries of each Bargaining Unit Employee; provided that Purchaser shall pay when due the Seller's portion of the foregoing but receive a closing adjustment therefor, and further provided that any severance pay pursuant to the Collective Bargaining Agreement or enhanced severance pay pursuant to the Alternative Agreement, if applicable (including the additional health insurance contributions pursuant to the Alternative Agreement, if applicable) shall be the responsibility of, and paid by, Purchaser;

(g) prepaid fees for Permits assigned to Purchaser at the Closing, if any;

(h) if and to the extent that either or both lessors under the Unit Leases confirm, prior to Closing, that they are holding any amount of "Security Deposit", "Security" or other form of deposit securing the lessees' performance under either or both Unit Leases, all right, title and other beneficial interests in such deposits shall be assigned within the corresponding Assignment and Assumption of Lease and Seller shall receive a credit at Closing corresponding with such confirmed deposited amounts; and

(i) all other items customarily apportioned in connection with the sale of similar properties similarly located.

11.2 Except as expressly provided to the contrary herein, all apportionments and adjustments shall be made in accordance with the customs and practice of the Real Estate Board of New York. Any taxes due and payable under Section 11.1(b) in the year in which the Closing occurs shall be apportioned based on the portion of the fiscal year which has elapsed prior to the Closing Date. If the Closing Date shall occur before the amount of such taxes for the fiscal year in which Closing occurs has been determined, the apportionment of such taxes shall be made at the Closing Date based on the most recent ascertainable full-year taxes (e.g. the prior year's full-year, second installment tax bill). If any utility apportionment is not based on an actual current reading, then upon the taking of a subsequent actual reading, the parties shall, within ten (10) Business Days following notice of the determination of such actual reading, readjust such apportionment and Seller shall promptly deliver to Purchaser, or Purchaser shall promptly deliver to Seller, as the case may be, the amount determined to be due upon such adjustment.

11.3 If any past due rents shall be owing by any Tenants on the Closing Date, Seller waives all rights to collect any such past due or delinquent rents from Tenants following the Closing Date and Purchaser shall be entitled to collect and receive all payments for past due rentals.

11.4 Seller is hereby authorized, but is not obligated, to continue any tax certiorari proceedings for reduction of the assessed valuation of the Units that are pending on the Closing

Date and (with respect to any such proceedings for tax years prior to the tax year in which the Closing Date shall occur) to settle or compromise the same in Seller's sole discretion. Any settlement or compromise in connection with such proceedings brought with respect to the tax year in which the Closing Date shall occur shall be made by Seller in consultation with, and with the prior written consent of, Purchaser (which consent may be withheld in Purchaser's sole discretion). If a tax refund shall be obtained by reason of an adjustment of the assessed valuation of the Units attributable to a period that ends prior to the Closing Date, the same shall be the property of Seller (less the reasonable costs of collection, including attorneys and accounting fees). If any such refund shall be obtained for a period that includes the Closing Date, the amount of such refund (less the cost of obtaining the same, including, without limitation, reasonable attorneys' and accounting fees) shall be apportioned according to length of the respective portions of such period during which each party owned the Unit and subject to adjustment and apportionment pursuant to the Lease. If any such refund or portion thereof to which Purchaser shall be entitled as hereinbefore provided shall be paid to Seller, Seller shall receive the same for the benefit of Purchaser and shall forthwith remit the same thereto. Purchaser shall, with the consent of the Tax Cert Attorneys, assume the retainer agreement (the "Retainer Agreement") with Ditchik & Ditchik, PLLC (the "Tax Cert Attorneys") and shall be obligated to make any payments due to the Tax Cert Attorneys pursuant to the Retainer Agreement with respect to tax savings realized by Purchaser as a result of any reduction in the transitional assessed valuation and/or the actual assessed valuation of the Real Property, which reduction is implemented over the five year period following the Closing from which Purchaser benefits. As of the Closing Date, Seller shall be released from any obligations to make payments under the Retainer Agreement with the Tax Cert Attorneys, other than payments to the Tax Cert Attorneys related to the tax years prior to the Closing Date.

11.5 The terms, covenants and conditions of this Article 11 shall survive the Closing.

Article 12. Risk of Loss; Condemnation.

12.1 If, between the date of this Agreement and the Closing Date, the Premises are damaged by fire or other casualty, the provisions of Section 5-1311 of the New York General Obligations Law, or any statute enacted in substitution therefor or in addition thereto, shall not apply. Such provisions are hereby waived, and the provisions of the following Section 12.2 shall apply instead.

12.2 Upon the occurrence of a casualty, condemnation or taking with respect to any Premises between the date of this Agreement and the Closing Date, Seller shall notify Purchaser in writing of same (a "Casualty/Condemnation Notice"). For purposes of this Article 12 hereof, a "Significant Portion of the Premises" shall mean a portion of the Premises, of which the cost to repair is equal to or greater than ten percent (10%) of the Purchase Price, as determined by an architect or engineer selected by Seller and reasonably acceptable to Purchaser. In the event that a Significant Portion of the Premises is damaged or destroyed in any casualty, or a Significant Portion of the Premises is condemned or taken (or notice of any condemnation or taking is issued), then Purchaser may elect to terminate this Agreement by providing written notice of such termination to Seller within five (5) Business Days after Purchaser's receipt of the Casualty/Condemnation Notice, upon which termination, the Deposit shall be immediately returned to Purchaser without objection from Seller and neither party hereto shall have any further rights, obligations or liabilities under this Agreement with respect to the Premises, except as

otherwise expressly set forth herein. If (a) Purchaser does not elect to terminate this Agreement (provided that Purchaser's failure to timely elect to terminate shall be deemed an election to close), or (b) the portion of the Premises which is (x) taken, or (y) damaged or destroyed is, in either case, not a Significant Portion of the Premises, then there shall be no abatement of the Purchase Price and (x) in the case of a condemnation or taking, Seller shall assign to Purchaser at the Closing the rights of Seller to the claims or awards and Purchaser shall be entitled to receive and keep all such awards; and (y) in the case of a casualty, Seller shall assign to Purchaser at the Closing the rights of Seller to the proceeds under Seller's insurance policies covering such Premises with respect to such damage or destruction (or pay to Purchaser any such proceeds received prior to Closing, less amounts actually paid by Seller for any emergency repairs) and credit to Purchaser the amount of any deductible with respect thereto, and Purchaser shall be entitled to receive and keep any monies received from such insurance policies.

Article 13. Covenants of Seller. Between the date hereof and Closing:

13.1 Seller covenants and agrees that, except as otherwise provided in the Agreement, between the date of this Agreement and the Closing Date, Seller (either itself or through an agent) shall continue to manage and operate the Premises in substantially the same manner as Seller has heretofore managed and operated the Premises and in compliance in all material respects with all applicable laws, ordinances, rules and regulations of any governmental authority governing the Real Property, perform in all material respects all of Seller's obligations under the Unit Leases, and to keep (or request the Condominium to keep, to the extent the Condominium is so required) the Units in substantially and materially its same condition and state of repair, subject to reasonable wear and tear and the terms, conditions and requirements of the Condominium Documents and the Unit Leases.

13.2 Seller shall not enter into any new service contract unless the same shall be terminable by Seller prior to Closing.

13.3 Seller shall maintain in full force and effect until the Closing the insurance policies presently in effect or other commercially reasonable policies of insurance affording similar levels of coverage and shall, subject to the provisions of Article 11, continue to pay all utility and service charges accrued through the date of Closing.

13.4 Seller shall notify or, in the case of written notice received by Seller, deliver a copy to, Purchaser of any default under the Condominium Documents or the Unit Leases or from any Tenants, or the receipt of any notice of default received by Seller under the Condominium Documents or the Unit Leases or from any Tenants.

13.5 From and after the date of this Agreement, Seller shall not amend, modify, or terminate the Unit Leases or the Condominium Documents without the prior written consent of Purchaser, which consent may be granted or withheld in Purchaser's sole and absolute discretion, nor enter into any new lease, license or other form of occupancy agreement affecting the Premises without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole and absolute discretion.

13.6 Seller shall promptly advise Purchaser of any litigation, arbitration or other judicial or administrative proceeding with respect to the Premises which materially and adversely affects Purchaser's interests under this Agreement.

13.7 Seller shall deliver to (x) Lessors an estoppel certificate substantially in the form attached hereto as Exhibit G, and (y) the Board of Managers an estoppel certificate substantially in the form attached hereto as Exhibit H (each, an "Estoppel" and collectively, the "Estoppels"). Seller shall obtain Confirming Estoppels from each Lessor and the Board of Managers. For purposes of this Agreement, the term "Confirming Estoppels" shall mean Estoppels that so confirm the applicable matters set forth therein, provided, however, (x) inclusion of qualifications as to knowledge shall not cause the Estoppel to be non-compliant; (y) if the applicable Unit Lease or the Condominium Documents specifies the form or content of an estoppel certificate, then the Estoppel may be in such form or contain only those matters as specified thereby, without giving effect to any requirement regarding "additional information reasonably requested" or words of similar import and (z) an Estoppel shall fail to be a Confirming Estoppel only if they fail to confirm the applicable matters in all material respects and the aggregate adverse economic impact as a result of such failures is equal to or exceeds the Floor (as defined in Section 8.2).

13.8 At or prior to Closing, Seller shall terminate Newmark Knight Frank (the "Existing Manager") the existing property management agreement for the Premises (the "Existing PMA").

13.9 Seller shall oversee the completion, prior to Closing, at Seller's sole cost and expense, of the work (the "Cycle 8 Local Law 11 Work") under the contracts set forth on Schedule G (such contracts, collectively, the "Cycle 8 Local Law 11 Contracts"). Seller shall be obligated to pay all amounts due under the Cycle 8 Local Law 11 Contracts and file (or cause to be filed) a "Safe" report with the NYC Department of Buildings (the "DOB LL 11 Report"). If, at the time of Closing, the Cycle 8 Local Law 11 Work has not been finally completed, the DOB LL 11 Report has not been filed with the NYC Department of Buildings, and/or the NYC Department of Buildings has not issued a Certificate of Compliance with respect to completion of the Cycle 8 Local Law 11 Work, Seller shall assign the Cycle 8 Local Law 11 Contracts, if applicable, to Purchaser at Closing and Purchaser shall assume all obligations thereunder or otherwise oversee and cause completion of the Cycle 8 Local Law 11 Work, provided, however, that Seller shall escrow with Escrow Agent the aggregate sum necessary to address any remaining Cycle 8 Local Law 11 Work, not to exceed Thirty Thousand and NO/100 Dollars ($30,000.00), to which escrow Purchaser shall have access for purposes of requesting disbursements to pay for any remaining costs to complete the Cycle 8 Local Law 11 Work. Seller makes no representation or warranty regarding the Cycle 8 Local Law 11 Work. Seller shall not be obligated to perform or pay for any work relating to "Cycle 9" under Local Law 11 and Purchaser assumes all obligations under applicable law (including, without limitation, pursuant to NYC Façade Inspection Safety Program) to perform and pay for any work required to be performed in connection with "Cycle 9". The provisions of this Section 13.9 shall survive the Closing.

13.10 Seller shall promptly after receipt thereof deliver to Purchaser copies of all written notices from any governmental authority regarding (i) the violation or alleged violation of Relevant Environmental Laws regarding Hazardous Materials affecting the Premises or (ii) any actual or threatened condemnation of the Premises or any portion thereof.

13.11 Seller shall promptly notify Purchaser of the filing of any litigation, arbitration, or administrative hearing before any court or governmental agency naming Seller and/or affecting the Premises.

13.12 Other than with respect to the Cycle 8 Local Law 11 Work, Seller shall not make any structural modifications or additions to the Premises, without first obtaining the consent of Purchaser, which consent shall not be unreasonably withheld or delayed by Purchaser, other than with respect to life/safety repairs or in response to an emergency at the Premises.

13.13 At all times from the Effective Date to the Closing Date, Seller will not sell or otherwise transfer title to all or any portion of the Premises, or encumber the Premises with indebtedness secured by the Premises, in each case, without the prior written consent of Purchaser, which may be withheld in Purchaser's sole and absolute discretion. Notwithstanding the foregoing, Seller shall be permitted to remove the Excluded Personal Property, without the consent of Purchaser.

13.14 Subject to Article 12 hereof, Seller shall not settle or compromise or agree to any settlement or compromise of any insurance or condemnation claim or award without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

13.15 Seller shall not, without the Purchaser's prior written consent in each instance, (i) enter into, renew, or amend the Collective Bargaining Agreement or any collective bargaining agreement with the Union or any labor union or labor organization except for collective bargaining agreements, renewals thereof, or amendments thereto that in any case do not apply specifically and uniquely to the Premises (as distinguished, for example, from city-wide agreements, renewals or amendments), or (ii) except in the ordinary course of business, fill currently open positions (after notice to and approval from the Purchaser which approval will not be unreasonably denied), or increase or decrease the number of Hotel Employees.

Article 14. Brokerage.

14.1 (a) Purchaser and Seller hereby represent and warrant that they have not hired, retained or dealt with any broker, finder, consultant, person, firm or corporation in connection with the negotiation, execution or delivery of this Agreement or the transactions contemplated hereunder. Purchaser covenants and agrees that should any claim be made against Seller for any commission or other compensation by any broker, finder, person, firm or corporation, based upon or alleging negotiations, dealings or communications with Purchaser or Purchaser's representative(s) in connection with this transaction or the Premises, Purchaser shall indemnify and hold Seller harmless from and against any and all damages, expenses (including attorneys' fees and disbursements) and liability arising from such claim.

(b) Seller covenants that should any claim be made against Purchaser for any commission or other compensation by any broker, finder, person, firm or corporation, based upon or alleging negotiations, dealings or communications with Seller or Seller's representative(s) in connection with this transaction or the Premises, Seller shall indemnify and hold Purchaser

harmless from any and all damages, expenses (including attorneys' fees and disbursements) and liability arising from such claim.

(c) The provisions of this Article 14 shall survive the Closing or earlier termination of this Agreement.

Article 15. Remedies.

15.1 If (i) Purchaser defaults in its obligation to pay the Balance on the Closing Date or in the performance of any of its other obligations to be performed on the Closing Date, and Seller is ready, willing and able to Close in accordance with the terms, provisions and conditions of this Agreement, or (ii) Purchaser defaults in any of its other obligations to perform under this Agreement prior to the Closing Date and, with respect to any default under this clause (ii) only, such default shall continue for ten (10) Business Days after written notice of default to Purchaser, Seller's sole and exclusive remedy by reason thereof shall be to terminate this Agreement and, upon such termination, Seller shall be entitled to receive and retain the Deposit, and any interest thereon, as liquidated damages, it being agreed that Seller's damages in case of Purchaser's default might be difficult or impossible to ascertain, and that the Deposit, and the interest thereon (if any), constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty. Upon such termination, neither party shall thereafter have any further right or obligation hereunder, except for the rights and obligations hereunder that expressly survive the termination of this Agreement.

15.2 If Seller defaults in any of its material obligations under this Agreement and such default is not cured within twenty (20) Business Days of receiving written notice from Purchaser of such alleged default (except with respect to any material obligations that Seller is required to perform on the Closing Date in which case no notice and cure period shall be provided, provided that on such date, Purchaser has satisfied all conditions required to be satisfied by it under this Agreement, is not otherwise in default under this Agreement and is ready, willing and able to perform all of its obligations under this Agreement on the Closing Date and to deliver the Balance due Seller under this Agreement), Purchaser's sole and exclusive remedies shall be: (i) to terminate this Agreement and to receive a refund of the Deposit (together with any interest thereon) as well as reimbursement from Seller to Purchaser for Purchaser's documented, verifiable out-of-pocket costs and expenses and reasonable attorney's fees and costs incurred in connection with this transaction and the due diligence conducted not to exceed Four Hundred Thousand and No/100 Dollars ($400,000) (collectively, and subject to the foregoing limitation on amount, "Purchaser's Reimbursement Costs"), with such reimbursement obligation expressly surviving the termination of this Agreement and which reimbursement shall occur within twenty (20) Business Days after demand by Purchaser therefor, and neither party shall thereafter have any further right or obligation hereunder, except for the rights and obligations hereunder that expressly survive the termination of this Agreement, or (ii) within forty-five (45) days after Seller's failure to perform its obligation to convey the Premises on the Closing Date or failure to otherwise comply with Seller's obligations it is required to perform on the Closing Date (provided that on such date, Purchaser has satisfied all conditions required to be satisfied by it under this Agreement, is not otherwise in default under this Agreement and is ready, willing and able to perform all of its obligations under this Agreement on the Closing Date and to deliver the Balance due Seller under this Agreement), bring an action in equity against Seller for specific performance; it being understood that if Purchaser fails to

commence an action for specific performance within such forty-five (45) day period, Purchaser's sole remedy shall be to terminate this Agreement and receive a return of the Deposit and reimbursement of Purchaser's Reimbursement Costs. Notwithstanding anything to the contrary in this Agreement, in the event that specific performance is not available as a remedy as a result of Seller conveying the Premises to a party other than Purchaser, Purchaser shall have the right to seek monetary damages against Seller to the fullest extent permitted by law.

Article 16. Employees.

16.1 For purposes of this Agreement, (i) "Hotel Employees" means, collectively, all individuals employed at the Premises by Existing Manager as of the Closing Date, irrespective of whether such individuals are active, on leaves of absence, on layoff or otherwise inactive but still employed at the Premises, and (ii) "Bargaining Unit Employees" shall mean those Hotel Employees employed at the Premises by Existing Manager as of the Closing Date, irrespective of whether such individuals are active, on leaves of absence, on layoff or otherwise inactive but still employed at the Premises, who are represented by the Union and whose employment is subject to the Collective Bargaining Agreement (as hereinafter defined).

16.2 Seller shall cause Existing Manager to deliver to Purchaser at least five (5) Business days prior to Closing (i) a list of all Hotel Employees including position, union status, date of hire, applicable rate of pay (or salary), together with (x) a schedule of those employees that are on any sick leave or leave of absence and those that are on layoff or inactive, and (y) a schedule of accrued and unused vacation, holidays, personal days and sick leave for such employees, and (ii) a list of all layoffs or involuntary terminations (other than terminations for cause or other performance-related reasons) and other losses of employment (other than due to resignations, retirement and other voluntary departures) experienced at the Premises during the ninety (90) day period preceding the Closing. Seller shall be responsible for accrued compensation and benefits, including without limitation, contributions to any multi-employer benefit plan pursuant to the Collective Bargaining Agreement, vacation pay, holidays, personal days, sick leave or other paid time off and wages and/or salaries (but not including any severance pay pursuant to the Collective Bargaining Agreement or enhanced severance pay under the Alternative Agreement, if applicable) of each Hotel Employee accruing prior to the Closing Date, as required under applicable law or the Collective Bargaining Agreement. Seller shall cause Existing Manager to make reasonable efforts to provide Purchaser or its manager or operator, information necessary to comply with the successorship obligations under the Collective Bargaining Agreement, including but not limited to I-9 forms (unless otherwise provided by applicable law) and information necessary to provide for uninterrupted employment without loss of seniority, compensation, benefits or fringe benefits and no adverse effect on other terms and conditions of employment.

16.3 From and after the Closing, Purchaser (i) shall be solely responsible for complying or causing compliance with the Collective Bargaining Agreement and the Alternative Agreement, if applicable, all applicable provisions of federal, state and municipal laws and regulations relating to those Hotel Employees remaining in employment at the Hotel upon Closing ("the Rehired Employees"), and any other individuals hired as employees at the Hotel after Closing, including Purchaser's covenants set forth in this Section 16.3, including without limitation compliance with any applicable provisions of the Federal WARN Act, the New York WARN Act or the New York City Hotel Service Workers, Section 4980B of the Internal Revenue Code (COBRA), the Hotel

Service Disruption Notification Act ("HSW Act"), and any rules or regulations as have been issued in connection with any of the foregoing and any benefit continuation and/or severance payments pursuant to the Collective Bargaining Agreement and relating to Rehired Employees that may be payable upon any termination of employment of any such Rehired Employees accruing and arising after the Closing, and (ii) hereby agrees to indemnify, defend, protect and hold Seller and its affiliates harmless from and against any and all claims, liabilities, debts, costs, expenses, damages, attorneys' fees and disbursements arising out of any violation of the Collective Bargaining Agreement, and all applicable Labor and Employment Laws, accruing and arising on or after Closing, including but not limited to any violation of the Federal WARN Act, the New York WARN Act, COBRA or the HSW Act and any rules or regulations as have been issued in connection with any of the foregoing in connection with the transaction contemplated by this Agreement, relating to the Hotel Employees or any individuals hired as employees at the Hotel on or after the Closing. In addition, Purchaser shall be solely responsible for, and shall indemnify and hold Seller harmless from, any claims or payments required to be made to or on behalf of any Bargaining Unit Employees or any former bargaining unit employees of the Hotel, as a result of either this transaction or the Alternative Agreement, including but not limited to any severance pay pursuant to the Collective Bargaining Agreement, Enhanced Severance pursuant to the Alternative Agreement, if applicable, contributions to the Union Employee Benefit Funds under both the Collective Bargaining Agreement and the Alternative Agreement, if applicable. Seller agrees to indemnify, defend, protect and hold Purchaser and its respective affiliates harmless from and against any and all claims, liabilities, debts, costs, expenses, damages, attorneys' fees and disbursements arising out of any violation of the Collective Bargaining Agreement, and all applicable Labor and Employment Laws, relating to the Hotel Employees, including, but not limited to, Federal WARN Act, the New York WARN Act, COBRA or the HSW Act and any rules or regulations as have been issued in connection with any of the foregoing accruing or arising prior to the Closing and any benefit continuation and/or severance payments pursuant to the Collective Bargaining Agreement relating to Hotel Employees that may be payable upon any termination of employment of any such Hotel Employee accruing or arising prior to the Closing. Notwithstanding anything to the contrary herein, any additional severance due under NYC Local Law Int 2397-2021 (Severance Pay for Hotel Service Employees) ("the NYC Severance") will be the responsibility of Seller. At Closing, Seller and Purchaser shall establish an escrow with Title Company pursuant to an escrow agreement in substantially the form attached hereto as Exhibit M (the "Labor Severance Escrow Agreement"), whereby Seller shall deposit with Title Company a gross sum equal to the balance of the 30 weeks due under the NYC Severance at $500.00 per week for each employee eligible for the NYC Severance (the "Labor Severance Escrow Account"); said amount shall, in accordance with the Labor Severance Escrow Agreement, be paid by Purchaser or its manager or operator from the Labor Severance Escrow Account to each eligible employee, subject to the terms of the Labor Severance Escrow Agreement. In the event Purchaser enters into the Alternative Agreement (as hereinafter defined) which requires Purchaser to pay enhanced severance and contributions to the Union Employee Benefit Funds in excess of the amounts accrued up to Closing, Purchaser shall indemnify and hold Seller harmless for said amounts.

16.4 During the period prior to Closing, the parties agree to reasonably cooperate and also to consult on a regular basis and coordinate their activities relating to employee matters so as to facilitate a smooth transition of Premises operations and the continued proper performance by the Hotel Employees of their respective duties up to Closing. Seller shall promptly deliver to Purchaser copies of any written materials delivered or received relating to Union representation of

Bargaining Unit Employees including but not limited to any grievances filed against the Hotel and Seller shall keep Purchaser substantially informed with respect to the status of any discussions with the Union with respect to the Hotel.

16.5 Without limiting any other provision of this Article 16, (i) Seller has informed Purchaser that Seller is a party to and is bound by the terms of that certain Industry Wide Agreement between Hotel Association of New York, Inc. and New York Hotel and Motel Trades Council, AFL-CIO ("Union") which is in effect from July 1, 2012 through June 30, 2026 ("IWA"), including any related written memorandum of understanding and other related agreements, as provided by their terms (collectively, the "Collective Bargaining Agreement"), (ii) a copy of the Collective Bargaining Agreement has previously been delivered or made available to Purchaser for its review, and (iii) Purchaser or Purchaser's property manager, operator or agent shall offer to retain all Bargaining Unit Employees and, if they accept such offers, their employment will continue uninterrupted without loss of seniority, compensation, benefits or fringe benefits and with no adverse effect on other terms and conditions of employment subject to the Collective Bargaining Agreement and applicable law, and (iv) Purchaser will, and shall cause its property manager, operator or agent to, recognize the Union and assume, adopt and be bound by all of the terms, both economic and non-economic, of the Collective Bargaining Agreement from and after the Closing Date. Purchaser further agrees to execute, and shall cause its property manager, operator or agent to execute, at least ten (10) days prior to Closing an assumption agreement acceptable to the Union, which shall be substantially in the form of the IWA Assumption Agreement attached hereto as Exhibit I-1 and made a part hereof to effectuate an assumption of the Collective Bargaining Agreement in its name (without modification or amendment) as of the Closing. Notwithstanding the foregoing obligation to assume the Collective Bargaining Agreement and execute Exhibit I-1, Purchaser will be relieved of said obligation if Purchaser and the Union execute, and deliver to Seller, at least ten (10) days prior to Closing, the agreement attached hereto as Exhibit I-2 ("Alternative Agreement"). The parties acknowledge the enactment of the Displaced Hotel Service Workers and Hotel Service Disruption Notifications Act, section 22-510 of the Administrative Code of New York (the "DHSWNA") and the Displaced Building Service Workers Protection Act, §22-505 of the Administrative Code of the City of New York ("BSWPA"). By this Agreement, including, without limitation, Purchaser's assumption of the Collective Bargaining Agreement, or providing a fully executed copy of the Alternative Agreement, the parties agree that the DHSWNA and the BSWPA do not apply to the transaction contemplated by this Agreement under §22-510(d)(1) and §22-505(f)(1) of the New York City Administrative Code.

16.6 Under the Collective Bargaining Agreement, Seller's Existing Manager currently contributes, on a monthly basis, various amounts under the (i) New York Hotel Trades Council and Hotel Association of New York City, Inc., Health Benefits Fund, (ii) New York Hotel Trades Council and Hotel Association of New York City, Inc., Pension Fund, (iii) New York Hotel Trades Council and Hotel Association of New York City, Inc. Prepaid Legal Services Fund, and (iv) New York Hotel Trades Council and Hotel Association of New York City, Inc., Industry Training and Scholarship Fund (collectively, the "Union Employee Benefit Funds"). At Closing, regular contributions paid or payable with respect to the Union Employee Benefit Funds shall be prorated, with the appropriate party receiving a credit or debit to the Purchase Price, on a pro rata basis based on the Closing Date. In addition, at Closing Purchaser agrees to assume Seller's responsibility to

pay any and all vacation and sick pay for the Bargaining Unit Employees, when payable, for which amounts Purchaser shall receive a credit at Closing.

16.7 Retirement Plan.

(a) The parties intend to comply with section 4204(a)(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and to take any other action required or desirable, so that no withdrawal liability is imposed upon Seller as a result of the consummation of this transaction.

(b) To that end, at Closing Purchaser shall (or shall cause its property manager, operator or agent to) assume an obligation to make contributions to the New York Hotel Trades Council and Hotel Association of New York City, Inc. Pension Fund (hereafter, the "Retirement Plan") in accordance with the Collective Bargaining Agreement, for substantially the same number of contribution base units, within the meaning of Section 4001(a)(11) of ERISA, for which Seller or Existing Manager had an obligation to contribute with respect to the Premises prior to the Closing.

(c) Purchaser agrees to reasonably cooperate with Seller and/or Retirement Plan representatives with respect to any inquiry or reasonable request for information and assistance in order to facilitate the transfer of the contribution obligation with respect to the Retirement Plan from Seller (or the Existing Manager of the Premises) to Purchaser (or the Existing Manager of the Premises). The parties agree that they will notify the Retirement Plan of their intention that this transaction comply with Section 4204 of ERISA.

(d) Subject to Section 16.7(g), during the period commencing on the first day of the plan year following the Closing Date and ending on the expiration of the fifth (5th) such plan year (the "Contribution Period"), Purchaser shall provide to the Retirement Plan either a bond, letter of credit, or an escrow in an amount and manner meeting the requirements of Section 4204 of ERISA. The cost of any bond, letter of credit, or escrow provided under this Section 16.8 (d) shall be paid by Purchaser.

(e) To the extent required by Section 4204(a)(3) of ERISA, Seller or Existing Manager shall provide to the Retirement Plan a bond or escrow equal to the present value of the withdrawal liability Seller would have had to the Retirement Plan with respect to the assets acquired by Purchaser pursuant to this Agreement (but for the provisions of Section 4204 of ERISA), reduced to the extent provided under Section 4204(a)(3) of ERISA in the event only a portion of Seller' assets are distributed during the Contribution Period.

(f) If Purchaser at any time withdraws from the Retirement Plan in a complete or partial withdrawal with respect to the assets acquired by Purchaser pursuant to this Agreement during the Contribution Period, Seller shall be secondarily liable for any withdrawal liability Seller would have had to the Retirement Plan with respect to the Premises (but for the provisions of Section 4204 of ERISA) if any withdrawal liability of Purchaser with respect to such Retirement Plan is not paid. Purchaser agrees to provide Seller with a copy of any notice and demand for

payment of withdrawal liability that Purchaser receives from the Retirement Plan with respect to the Premises.

(g) Notwithstanding anything contained in Section 16.7(d) to the contrary, Purchaser shall not be obligated to provide any bond, letter of credit, or escrow in the event and to the extent Purchaser obtains from the Retirement Plan or the Pension Benefit Guaranty Corporation a variance or exemption under Section 4204(c) of ERISA and the applicable regulations thereunder.

(h) In the event that, notwithstanding the terms of this Section 16.7, the Retirement Plan assesses withdrawal liability based on this transaction or any event subsequent to the Closing against Seller, Existing Manager and/or any Seller Related Parties, including the assertion of secondary liability pursuant to section (f) above, Purchaser shall indemnify Seller, Existing Manager and any other Seller Related Parties from and against such withdrawal liability.

16.8 Purchaser agrees to indemnify, defend and hold harmless Seller, Existing Manager and any other Seller Related Parties from and against any claim, liability, judgment or arbitration award asserted against any of the Seller Related Parties on account of or with respect to any of the following: (i) any causes of action, damages, complaints, judgments, orders and/or claims, whatsoever, and all costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred in connection therewith, which accrue and arise (or, in the case of omissions, failed to occur) on or after the Closing and may be asserted against any of the Seller Related Parties on account of any violation of the Collective Bargaining Agreement and/or Labor and Employment Laws occurring (or, in the case of omissions, failed to occur) on or after the Closing by Purchaser, or any designee or management company engaged by Purchaser to employ Premises personnel, except to the extent such are based solely on the acts of any Seller Related Parties, and (ii) any claims or liabilities arising (A) under ERISA, as amended and/or any other applicable federal or state law or regulation concerning employee benefit plans with respect to the employment of employees by Purchaser or such designee or management company on or after the Closing, or (B) from or under any employee benefit plan applicable to any Rehired Employee or any other employee hired by Purchaser or such designee or management company to perform services at or for the Premises, to the extent that any such claim or liability accrued or arose during any period of employment on or after the Closing.

16.9 Seller agrees to indemnify, defend and hold harmless Purchaser and its affiliates, or any designee or management company engaged by Purchaser to employ Premises personnel, and their respective officers, directors, members, managers, partners, agents, employees, successors and assigns (herein, the "Purchaser Related Parties") from and against any claim, liability, judgment or arbitration award asserted against any of the Purchaser Related Parties on account of or with respect to any of the following: (i) any causes of action, damages, complaints, judgments, orders and/or claims, whatsoever, and all costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred in connection therewith, which may be asserted against any of the Purchaser Related Parties on account of any violation of the Collective Bargaining Agreement and/or Labor and Employment Laws occurring (or, in the case of omissions, failed to occur) prior to the Closing by Seller or Existing Manager, except to the extent such are based solely on the acts of any Purchaser Related Parties, or for which a closing adjustment credit has been issued hereunder, and (ii) any claims or liabilities arising (A) under

ERISA, as amended, and/or any other applicable federal or state law or regulation concerning employee benefit plans with respect to the employment of employees by Seller or Existing Manager up to the Closing, or (B) from or under any employee benefit plan applicable to any Rehired Employee or any other employee hired by Purchaser or such designee or management company to perform services at or for the Premises, to the extent that any such claim or liability accrued or arose during any period of employment prior to the Closing.

16.10 For purposes of this Agreement, the term "Labor and Employment Laws" shall mean all federal, state or local labor and employment statutes, rules, and regulations, including, without limitation, National Labor Relations Act, 29 U.S.C. §§151, et seq., the Families First Coronavirus Response Act, the Fair Labor Standards Act, 29 U.S.C. §§201, et seq., the New York State Labor Law §§650, et seq. and applicable regulations, 12 NYCRR 142-2.2, et seq., the Code, ERISA, Multi-Employer Pension Plan Amendments Act of 1980, Section 1981 through 1988 of Title 42 of the United States Code, Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866, 1871, and 1991, 42 U.S.C. §§2000(e), et seq., the Equal Pay Act, the Americans With Disabilities Act of 1990, 42 U.S.C. §§12101, et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. §§2601, et seq., Genetic Information Nondiscrimination Act of 2008, the Rehabilitation Act, the Immigration Reform Control Act, Uniformed Services Employment and Reemployment Rights Act, New York State Executive Law §§290, et seq., the New York City Human Rights Code, Administrative Code of the City of New York, §8-101, et seq., the Rehabilitation Act of 1973, 29 U.S.C. §§701, et seq., the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. §§1161, et seq., the Occupational Safety and Health Act, 29 U.S.C. §§651, et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§621, et seq., the Older Workers' Benefit Protection Act, the Fair Credit Reporting Act, the Sarbanes-Oxley Act, the New York State Human Rights Law, the New York Executive Law, the New York Civil Rights Law, the New York Equal Pay Law, the New York Legal Activities Law, the New York State Wage and Hour and Wage Payment Laws, the New York Minimum Wage Law, the New York Whistleblower Law, the New York Worker Health and Safety Act, the Retaliation/Discrimination Provisions of the New York Workers' Compensation Law and the New York State Disabilities Benefits Law, the New York State Paid Family Leave Benefits Law, the federal and New York State Worker Adjustment and Retraining Notification Acts (collectively, the "WARN Acts"), the Coronavirus Aid, Relief, and Economic Security Act, the American Rescue Plan of 2021, the DBSWPA, N.Y. Real Property Tax Law § 421-a, New York State Sick Leave Law, New York City Earned Safe and Sick Time Act, the New York Quarantine Leave Law, New York City Fair Chance Act, the New York City Administrative Code and Charter or any other federal, state or local human rights, civil rights, wage-and-hour, wage-payment, pension, labor or employment-related laws, or their respective implementing laws, rules and/or regulation(s) with respect to the Premises and all other statutes, laws, regulations, ordinance or rules regulating the terms and conditions of employment (as amended from time to time, and together with any similar laws now or hereafter enacted), under the common law or in equity (including any claims for wrongful discharge or otherwise), each as amended, or under any policy, agreement, understanding or promise, written or oral, formal or informal.

16.11 Seller and Purchaser (on their own behalf and/or through their respective property managers) agree to cooperate reasonably with each other to the extent legally permissible in the defense of any claims, grievances, lawsuits or other charges brought by or on behalf of any Hotel Employees or former Hotel Employees. Such cooperation shall include providing: (i) workers'

compensation claims processing; (ii) access to and copying of personnel records and other documents that either party has in its possession which related to any such claims, lawsuits or charges to the extent legally permissible regardless of whether such materials are proprietary material (provided that, upon the request of the other party, such accessing party shall execute a customary form of non-disclosure agreement with respect to such access); and (iii) availability of employees of the aforementioned entities for such matters as interviews, depositions and to testify. No party shall have the duty to cooperate with the others if the dispute is between the parties themselves.

16.12 Purchaser's and Seller's obligations under this Article 16 shall survive Closing

Article 17. Notices.

17.1 Any notice or other communication given by either party hereto to the other relating to this Agreement (a "notice") shall be in writing and sent to the party to which the notice is being made by nationally recognized overnight courier or delivered by hand with receipt acknowledged (provided that in either case a copy of such notice is also delivered on the same day (or earlier) by electronic mail) in writing as follows:

If to Seller, to:

EC 58th Street LLC
c/o Cain International US Services LP
350 Park Avenue, 14th Floor
New York, New York 10022
Attention: Cain Legal
Email: legal@cainint.com

with a copy to Seller's attorney:

Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, New York 10017
Attention: Farah S. Ahmed, Esq.
Email: ahmedf@gtlaw.com

If to Purchaser, to:

CSC Hudson, LLC
c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013
Attention: Sal Smeke and Alberto Smeke
Email: ss@csc-coliving.com
as@csc-coliving.com

with a copy to Purchaser's attorney:

Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attn: Jordan J. Metzger, Esq.
E-mail: jmetzger@coleschotz.com

If to Escrow Agent:

First American Title Insurance Company
666 Third Avenue, 5th Floor
New York, New York 10017
Attention: Patricia A. LaPorta, Esq.
Email: plaporta@firstam.com

17.2 Notices or other communications (including agreements) signed by the attorneys for the respective parties shall be deemed binding upon the parties. Either party may by notice to the other change the person or address for receipt of notices. Notices sent by hand delivery or recognized overnight courier service shall be effective when received or rejected by the recipient or the recipient's office or firm.

Article 18. Intentionally omitted.

Article 19. Assignment.

19.1 Neither this Agreement nor any of the rights of Purchaser hereunder may be assigned or transferred by Purchaser without Seller's prior written consent, which consent may be granted or withheld in Seller's sole and absolute discretion, and any purported assignment or encumbrance without Seller's prior written consent shall be null and void, and shall constitute a default hereunder, which default is not capable of being cured. Notwithstanding the foregoing, Purchaser shall have the right to assign its rights under this Agreement to one or more Permitted Designees of Purchaser without the consent of Seller so long as Purchaser delivers to Seller a fully executed and effective assignment and assumption agreement conveying to such designee(s) all of Purchaser's right, title and interest in, to and under this Agreement and the Deposit at least fifteen (15) days prior to Closing. No such assignment to a Permitted Designee shall relieve Purchaser of its obligations under this Agreement. For the avoidance of doubt: (a) Purchaser shall have the right, without Seller's prior written consent, to designate separate Permitted Designees to take fee simple title and leasehold title, as applicable, to each Unit at Closing; and (b) Seller acknowledges and agrees that at Closing, Purchaser intends to take leasehold title to the Leased Units in the names of two (2) separate and distinct Permitted Designees and, further, that Purchaser intends to take fee title to the Owned Units in one (1) or two (2) additional Permitted Designees, separate and distinct from the Permitted Designees taking leasehold title to the Leased Units. A "Permitted

Designee" shall mean: (i) any other entity that is directly or indirectly (through one or more intermediaries) controlled by Sal Smeke and/or Alberto Smeke, or (ii) any other entity in which Sal Smeke and/or Alberto Smeke has a direct or indirect equity interest in the controlling entity (e.g. the managing member of an entity) of such entity. For purposes of this definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies or the power to veto major policy decisions whether through the ownership of voting securities, by contract or otherwise.

Article 20. Escrow.

20.1 Escrow Agent shall hold the Deposit, together with all interest earned thereon, in its interest-bearing escrow account, in accordance with the following:

(a) Escrow Agent shall hold the Deposit, together with all interest earned thereon, in Escrow Agent's escrow account at a national bank selected by Escrow Agent in its reasonable discretion. All interest will accrue to and be reported to applicable taxing authorities, including the Internal Revenue Service, for the account of Seller. Such party shall supply the Escrow Agent with a completed Form W-9, concurrently with the execution of this Agreement. Escrow Agent shall have no liability for any fluctuations in the interest rate paid on the Deposit, and is not a guarantor thereof. Failure of the parties to provide the W-9 will result in the Deposit being placed in a non-interest bearing account.

(b) At Closing, the Deposit, together with any interest accrued thereon, shall be credited to the Purchase Price and shall be paid by Escrow Agent to Seller. At Closing, interest on the Deposit shall be paid to Seller as payment towards the Balance of the Purchase Price. If Escrow Agent receives a written notice signed by both Seller and Purchaser that this Agreement has been terminated or canceled, Escrow Agent shall deliver the Deposit, together with the interest thereon, as directed therein.

(c) If Escrow Agent receives a written request signed by Purchaser or Seller (the "Noticing Party") stating that this Agreement has been canceled or terminated and that the Noticing Party is entitled to the Deposit, or that the other party hereto (the "Non-Noticing Party") has defaulted in the performance of its obligations hereunder, Escrow Agent shall overnight by nationally recognized courier and e-mail a copy of such request to the Non-Noticing Party. The Non-Noticing Party shall have the right to object to such request for the Deposit by written notice of objection delivered to and received by Escrow Agent within ten (10) Business Days after the Non-Noticing Party's receipt of such copy, but not thereafter. If Escrow Agent shall not have so received a timely written notice of objection from the Non-Noticing Party, Escrow Agent shall deliver the Deposit, together with the interest earned thereon, to the Noticing Party. If Escrow Agent shall have received a written notice of objection within the time herein prescribed, Escrow Agent shall refuse to comply with any requests or demands from either party and shall continue to hold the Deposit, together with any interest earned thereon, until Escrow Agent receives either (a) a written notice signed by both Seller and Purchaser stating who is entitled to the Deposit (and interest) or (b) a final order of a court of competent jurisdiction directing disbursement of the Deposit (and interest) in a specific manner, in either of which events Escrow Agent shall then disburse the Deposit, together with the interest earned thereon, in accordance with such notice or order. Escrow Agent shall not be or become liable in any way or to any person for its refusal to

comply with any such requests or demands until and unless it has received a direction of the nature described in subdivision (a) or (b) above.

20.2 Any notice to Escrow Agent shall be sufficient only if received by Escrow Agent within the applicable time period set forth herein. All mailings and notices from Escrow Agent to Seller and/or Purchaser, or from Seller and/or Purchaser to Escrow Agent, provided for in this Article 20 shall be addressed to the party to receive such notice at its notice address set forth in Article 17 above (with copies to be similarly sent to the additional persons therein indicated), but the provisions of Article 17 relating to the manner of giving notices and the effective dates thereof shall have no application to the provisions of this Article 20.

20.3 Notwithstanding the foregoing, if Escrow Agent shall have received a written notice of objection as provided for in Section 20.1(c) above within the time therein prescribed, or shall have received at any time before actual disbursement of the Deposit a written notice signed by either Seller or Purchaser disputing entitlement to the Deposit or shall otherwise believe in good faith at any time that a disagreement or dispute has arisen between the parties hereto over entitlement to the Deposit (whether or not litigation has been instituted), Escrow Agent shall have the right, upon written notice to both Seller and Purchaser, (a) to deposit the Deposit, together with the interest earned thereon with the Clerk of the Court in which any litigation is pending and/or (b) to take such reasonable affirmative steps as it may, at its option, elect in order to terminate its duties as Escrow Agent, including, without limitation, the depositing of the Deposit, together with the interest earned thereon, with a court of competent jurisdiction and the commencement of an action for interpleader, the costs thereof to be borne by whichever of Seller or Purchaser is the losing party, and thereupon Escrow Agent shall be released of and from all liability hereunder, except for any previous gross negligence or willful misconduct.

20.4 Escrow Agent is acting hereunder without charge as an accommodation to Purchaser and Seller, it being understood and agreed that Escrow Agent shall not be liable for any error in judgment or any act done or omitted by it in good faith or pursuant to court order, or for any mistake of fact or law. Escrow Agent shall not incur any liability in acting upon any document or instrument believed thereby to be genuine. Escrow Agent is hereby released and exculpated from all liability hereunder, except only for willful misconduct or gross negligence. Escrow Agent may assume that any person purporting to give it any notice on behalf of any party has been authorized to do so. Escrow Agent shall not be liable for, and Purchaser and Seller hereby jointly and severally agree to indemnify Escrow Agent against, any loss, liability or expense, including reasonable attorney's fees, arising out of any dispute under this Agreement, including the cost and expense of defending itself against any claim arising hereunder.

20.5 Seller and Purchaser agree that Escrow Agent shall not be liable for any loss or impairment of the Deposit while the Deposit is in the course of collection or of the escrow if such loss or impairment results from the failure, insolvency or suspension of the financial institution in which the Deposit is deposited.

20.6 Escrow Agent shall be entitled to select any and all counsel who may be retained to defend or prosecute any action on behalf of Escrow Agent under or arising out of this Agreement.

20.7 If either Purchaser or Seller becomes subject to a voluntary or involuntary proceeding under the United States Bankruptcy Code, or if Escrow Agent is otherwise served with legal process which directs Escrow Agent to not disburse the funds deposited with Escrow Agent, Escrow Agent shall have the right to place a hold on funds deposited with Escrow Agent until such time as Escrow Agent receives an appropriate court order or other assurances satisfactory to Escrow Agent (in Escrow Agent's reasonable discretion) establishing that the funds may continue to be held or disbursed, as the case may be, according to the instructions contained in this Agreement.

Article 21. Intentionally omitted.

Article 22. Miscellaneous.

22.1 Seller and Purchaser each reserve the right to include this transaction as part of one (1) or more Code Section 1031 tax deferred exchange transactions, at no out-of-pocket cost, expense or liability to the other party hereto (other than de minimis legal fees to review the documentation required to effectuate such transactions), including, without limitation, one (1) or more reverse exchange transactions. Seller and Purchaser agree to cooperate with the other party hereto, and to execute any and all documents as are reasonably necessary in connection therewith, provided that the closing of the transaction for the conveyance of the Premises shall not be contingent upon, and shall not be subject to, the completion of such exchange, nor shall such affect the Closing Date hereunder. Purchaser and/or Seller, as applicable, shall be obligated to close title to the Premises on or before the Closing Date whether or not Purchaser and/or Seller, as applicable, shall have consummated a 1031 exchange transaction. Nothing set forth herein shall require Purchaser to take title to any property other than the Premises described herein.

22.2 All understandings and agreements heretofore had between Seller and Purchaser are merged in this Agreement, which alone completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation made by the other and not embodied in this Agreement.

22.3 Purchaser's acceptance of the Deeds and the Assignment and Assumption of Leases to the Units shall be deemed an acknowledgment by Purchaser that Seller has fully complied with all of its obligations hereunder and under any supplements, side letters, modifications, or amendments to this Agreement; that Seller is discharged therefrom (or Purchaser has waived compliance therewith); and that Seller shall have no further obligation or liability with respect to any of the agreements, representations and/or warranties made by Seller in this Agreement, which shall be merged with the Deeds and the Assignment and Assumption of Leases to the Units; except for those provisions of this Agreement and of any supplements, side letters, modifications, or amendments to this Agreement, which, in any case, expressly provide that certain obligations of Seller shall survive the Closing and except as otherwise set forth in the Closing Documents.

22.4 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

22.5 This Agreement does not constitute an offer to sell and shall not bind Seller unless and until Seller elects to be bound hereby by duly executing and delivering to Purchaser an executed original counterpart hereof.

22.6 This Agreement may only be amended, modified, altered, supplemented or, except as otherwise expressly provided herein, terminated, by a written instrument signed by Seller and Purchaser.

22.7 If any provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.

22.8 This Agreement, and the rights, obligations and relations of the parties hereunder, shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to the conflict-of-law rules and principles of that state.

22.9 Purchaser shall not be permitted to record this Agreement and all recordation offices are specifically instructed not to record the same. Any recordation or attempted recordation shall constitute an immediate default hereunder and shall entitle Seller to terminate this Agreement and retain the Deposit. Supplementing the other liabilities and indemnities of Purchaser to Seller under this Agreement, and notwithstanding any other provision of this Agreement (including any provision purporting to create a sole and exclusive remedy for the benefit of Seller), Purchaser agrees to indemnify, defend and hold Seller harmless from and against any and all actual losses, costs, actual damages, liens, claims, counterclaims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) incurred by Seller arising from or by reason of the recording of this Agreement, any memorandum hereof, or any notice of pendency or any other instrument against the Premises in any case, by Purchaser. Notwithstanding the foregoing, Purchaser may file a lis pendens or other instrument against all or a portion of the Premises in connection with Purchaser's filing of an action for specific performance in accordance with Section 15.2.

22.10 Purchaser and Seller acknowledge and agree that the sale of the Premises contemplated hereunder shall be made in accordance with the terms and conditions of the Condominium Documents.

22.11 Whenever the time for performance of a covenant or condition required to be performed pursuant to the terms of this Agreement falls upon a Saturday, Sunday or Federal or State of New York holiday, such time for performance shall be extended to the next Business Day. Otherwise, all references herein to "days" shall mean calendar days. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included.

22.12 A facsimile, "pdf" and/or electronic copy of a signed original counterpart of this Agreement shall be deemed sufficient to bind the parties, and shall be deemed an original for all

purposes. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when combined, shall constitute one (1) fully executed original document.

22.13 THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH ANY AND ALL MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER.

22.14 IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER, THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN NEW YORK COUNTY AND AGREE NOT TO RAISE ANY OBJECTION TO SUCH JURISDICTION OR TO THE LAYING OR MAINTAINING OF THE VENUE OF ANY SUCH PROCEEDING IN SUCH COURT.

22.15 The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

22.16 Purchaser agrees that, except as otherwise set forth in this Agreement or provided by law, or unless compelled by an order of a court of competent jurisdiction, it shall keep the contents of this Agreement, Seller's Due Diligence Materials, and any information related to the transactions contemplated hereunder, confidential, unless and until the Closing Date shall occur. Seller and Purchaser further agree to refrain from participating in any publicity statement, press release or other public notice regarding this transaction prior to the Closing Date, without the prior written consent of the other party hereto, unless required under applicable law or by a court order. Following the Closing Date, neither party shall disclose the name or identity of the other party or the material terms of the transaction contemplated hereby in any publicity statement, press release or other public notice, without the prior written consent of the other party hereto, unless required under applicable law or by a court order. Notwithstanding the foregoing, the parties hereto shall be permitted to disclose the terms and conditions of this Agreement to their and their affiliates' respective attorneys, employees, agents, representatives, accountants, lenders and prospective lenders, partners and prospective partners, joint venture partners, consultants, financial analysts, bankers, auditors and other similar persons who reasonably require such information, all of whom shall be advised, in writing, of the confidential nature of this Agreement, as well as in connection with the enforcement of this Agreement. The provisions of this Section 22.16 shall survive Closing or termination of this Agreement.

22.17 If a suit, action, arbitration, mediation or other action is instituted to interpret or enforce this Agreement, or otherwise concerning this Agreement or the transactions contemplated hereby, the prevailing party (regardless of whether such party prevails on substantive or procedural grounds) pursuant to a final and non-appealable order or judgment shall be entitled to recover from the other party all actual and reasonable costs and expenses of any such action, including, but not limited to, attorneys' fees and expenses, including all such costs and expenses incurred in any trial, on any appeal, in any bankruptcy proceeding (including the adjudication of issues peculiar to bankruptcy law) and in any petition for review. Each party also shall have the right to recover its

costs and attorneys' fees incurred in collecting any sum or debt owed to it by the other party, with or without litigation, if such sum or debt is not paid within fifteen (15) days after written demand following the issuance of the final and non-appealable order or judgment in favor of the prevailing party. The provisions of this Section 22.17 shall survive Closing or termination of this Agreement.

22.18 Seller and Purchaser will do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, assignments, notices, transfers and assurances as may be reasonably required by the other party for carrying out the intentions or facilitating the consummation of this Agreement. The provisions of this Section 22.18 shall survive the Closing.

22.19 Notwithstanding anything to the contrary herein, Purchaser on its own behalf and on behalf of Purchaser Related Parties, hereby agrees that in no event or circumstance shall any of the Seller Related Parties have any personal liability under this Agreement. Seller on its own behalf and on behalf of the Seller Related Parties hereby agrees that in no event shall any of the Purchaser Related Parties have any personal liability under this Agreement. The provisions of this Section 22.19 shall survive the termination of this Agreement and the Closing.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Seller and Purchaser have each duly executed this Agreement as of the date first above written.

PURCHASER:

CSC HUDSON, LLC,
a Delaware limited liability company

By: _____
Name: Sal Smeke
Title: Authorized Signatory

[Signatures Continue on Following Page]

SELLER:

EC 58TH STREET LLC,
a Delaware limited liability company

By: _____
Name: Anthony D. Minella
Title: President

[Signatures Continue on Following Page]

The undersigned has executed this Agreement solely to confirm its acceptance of the duties of Escrow Agent as set forth in Article 20 hereof:

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: PATRICIA A. LAPORTA
Title: VP, NHS COUNSEL

EXHIBIT A

LEGAL DESCRIPTION OF THE UNITS

THE CONDOMINIUM UNITS (hereinafter referred to as the "Units") in the building (hereinafter referred to as the "Building") known as **353 West 57th Street Condominium** and by the street number **353-361 West 57th Street a/k/a 358-366 West 58th Street**, County of New York, State of New York, said Units being designated and described as **Units Nos. 1, 2 ,4 and 6** in a Declaration **dated 4/11/1985** made by **Irving Schatz**, pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a Plan for condominium ownership of the Building and the Land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which Declaration was recorded in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 in Reel 902 Page 1** as amended by **First Amendment to Declaration** dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, as amended by **Amended and Restated Declaration** made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2159 (which Declaration and Amendments thereto are hereinafter collectively referred to as the "Declaration"). These Units are also designated as **Tax Lots 1701, 1702, 1704 and 1706 in Block 1048** of the County of New York on the Tax Map of the Real Property Assessment Department and on the Floor Plans of the Building, certified by **Butler Rogers Baskett Architects**, and filed with the Real Property Assessment Department **as Condominium Plan No. 208** and also filed in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 as Condominium Map No. 4326** and recorded 4/24/1985 as Reel 8500 Page 4326, as amended by **Amended Condominium Plan No. 208-A** filed 5/11/1993 as **Amended Condominium Map No. 5192** and recorded 5/11/1993 as Reel 9300 Page 5192.

TOGETHER with an undivided **44.05105 %** interest (as to Unit 1, Lot 1701), **46.94011 %** interest (as to Unit 2, Lot 1702), **0.34577 %** interest (as to Unit 4, Lot 1704) and **3.89067 %** interest (as to Unit 6, Lot 1706) in the Common Elements (as such term is defined in the Declaration).

The Land on which the Building and Units are located is situated in the County of New York and State of New York and is more fully described in the Declaration.

As to Unit 1704, the premises hereby insured is the leasehold interest originally demised by that certain Lease dated as of 1/1/1999 made by and between Adrienne Schatz (a/k/a Adrianne Wachsler) and Cheryl Hirsch, as landlord and Henry Hudson Holdings LLC, as tenant, a Memorandum of which was dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2172 (as subsequently amended and assigned).

As to Unit 1706, the premises hereby insured is the leasehold interest originally demised by that Lease dated as of 2/11/1999 made by and between Irving Schatz, as landlord and Ian Schrager Hotels LLC, as tenant, (as subsequently amended and assigned).

EXHIBIT A

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of West 57th Street, distant 20 feet easterly from the corner formed by the intersection of the easterly side of Ninth Avenue with the northerly side of West 57th Street;

RUNNING THENCE easterly along the said northerly side of West 57th Street, 155 feet;

THENCE northerly parallel with Ninth Avenue, 200 feet 10 inches to the southerly side of West 58th Street;

THENCE westerly along the said southerly side of West 58th Street, 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of West 58th Street with the easterly side of Ninth Avenue;

THENCE southerly parallel with Ninth Avenue and part of the distance through a party wall, 100 feet 10 inches;

THENCE westerly parallel, more or less, with West 58th Street, 20 feet;

THENCE southerly and part of the way through a party wall, 100 feet to the northerly side of West 57th Street, the point or place of BEGINNING.

For Information Only: Said premises are known as 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 358-366 West 58th Street, Units 1, 2, 4 and 6, New York, NY and designated as Block 1048 Lots 1701, 1702, 1704 and 1706 as shown on the Tax Map of the City of New York, County of New York

EXHIBIT B

FORM OF CONDOMINIUM UNIT DEED

Attached

FORM OF CONDOMINIUM UNIT DEED

EC 58TH STREET LLC, GRANTOR

TO

[_____], GRANTEE

CONDOMINIUM UNIT[S] DEED[1]

353-361 West 57th Street a/k/a 356 West 58th Street
Unit[s] 1 [and 2]
New York, New York 10019

County:	**New York**
Block:	**1048**
Lots:	**1701 [and 1702]**

Record and Return To:

Cole Schotz P.C.
1325 Avenue of the Americas
19th Floor
New York, NY 10019
Attn: Jordan Metzger

[1] Purchaser reserves the right to bifurcate this Deed into separate deeds for each Unit, potentially with different Purchaser entities taking title to each Unit.

CONDOMINIUM UNIT[S] DEED

THIS INDENTURE, made as of the ___ day of _____, 2022, by EC 58th Street LLC, a Delaware limited liability company, having an address at c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022, (hereinafter referred to as the "**Grantor**") to [_____], a Delaware limited liability company having an address at c/o CSC Co-Living, 6 St. Johns Lane, New York, New York 10013 (hereinafter referred to as the "**Grantee**").

W I T N E S S E T H:

That the Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration, paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit[s] (the "**Unit[s]**") in the premises known as 353 West 57th Street Condominium in the Building (the "**Building**") located and known as and by street address 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, (the "**Property**"), designated and described as Unit No. 1 [and Unit No. 2] in that certain declaration of condominium (the "**Declaration**") establishing a plan for condominium ownership of the Building and the land upon which it is situate (the "**Land**") under Article 9-B of the Real Property Law of the State of New York, dated April 11, 1985 and recorded on April 24, 1985 in Reel 902 Page 1, which Declaration was amended by the First Amendment to Declaration made by Irving Schatz dated January 29, 1993 and recorded May 11, 1993 in Reel 1969 Page 2286 and was further amended by the Amended and Restated Declaration, dated as of February 12, 1999 and recorded July 16, 1999 in Reel 2913 Page 1753 and further amended by Amendment to Amended and Restated Declaration dated as of September 30, 1999 and recorded October 27, 1999 in Reel 2979 Page 2159 (which Declaration as amended is hereinafter referred to as the "**Declaration**"). The Unit[s] [is/are] also designated as Tax Lot[s] 1701 [and 1702] in Block 1048 Section 4 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by Butler Rogers Baskett Architects on March 27, 1985 and also filed with the Real Property Assessment Department of the City of New York on April 22, 1985 as Condominium Plan No. 208, and also filed in the New York County Register's Office on April 24, 1985 as Condominium Map No. 4326, as amended by amended Floor Plans Certified by Butler Rogers Baskett Architects on December 14, 1992, which amended Floor Plans were filed in the Real Property Assessment Department of the City of New York on May 5, 1993 as Condominium Plan No. 208A and also filed in the New York County Register's Office on May 11, 1993 as Condominium Map No. 5192.

The Unit[s] together with their undivided percentage interests in common elements and the premises within which the Unit[s] [is/are] located [is/are] more particularly described in Exhibit A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the by-laws of 353 West 57th Street Condominium (said by-laws, as the same may be amended from time to time, are hereinafter referred to as the "**By-Laws**").

Being the same premises conveyed to Grantor from Henry Hudson Holdings, LLC by Deed in Lieu of Foreclosure dated 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344628.

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit[s]; and

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land shall bind any person having at any time any interest or estate in the Unit[s], as though recited and stipulated at length herein.

Subject to such other liens, agreements, covenants, easements, restrictions and other matters of record as pertain to the Unit[s] and/or the Property.

TO HAVE AND TO HOLD the premises herein granted unto Grantee, the heirs or successors and assigns of the Grantee, forever.

If any provisions of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the New York Condominium Act, or if any provision· that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the New York Condominium Act, the applicable provisions of Article 26 of the Declaration shall control.

Except as otherwise provided in the Declaration or the By-Laws, the Unit[s] are intended for any lawful use.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purposes of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense ofthis indenture so require.

[SIGNATURES PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has duly executed this deed on the date first above written.

EC 58TH STREET LLC,
a Delaware limited liability company

By: _____
Name:
Title:

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the ___ day of _____ 2022 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 individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public (SEAL)

EXHIBIT A

Premises

PARCEL I (Unit 1 a/k/a EBC Unit, Lot 1701):

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit 1, also known as EBC Unit, in the building (hereinafter referred to as the "Building") known as 353 West 57th Street Condominium and by the street number 353 West 57th Street, New York, New York, said Unit being designated and described in a certain Declaration dated 4/11/1985 made by Irving Schatz pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the building is situated (which land is mor'< particularly described below), and which Declaration was recorded in the Office of the City Register New York County on 4/24/1985 in Reel 902 Page 1 and amended by First Amendment to Declaration dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, further amended by Amended and Restated Declaration made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999, recorded 10/27/1999 in Reel 2979 Page 2159 (which declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated as Tax Lot 1701 in Block 1048 of Section 4 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City Of New York and on the Floor Plans of the Building, Certified by Butler Rogers Baskett Architects, on 3/2711985 and filed in the Real Property Assessment Department of the City of New York on 4/22/1985 as Condominium Plan No. 208 and also filed in the New York County Register's Office on 4/24/1985 as Condominium Map No. 4326, as amended by amended Floor Plans Certified by Butler Rogers Baskett Architects, on 12/14/1992, which amended Floor Plans were filed in the Real Property Assessment Department of the City of New York on 5/5/1993 as Condominium Plan No.208A and also filed in the New York County Register's Office on 5/11/1993 as Condominium MapNo. 5192.

Together with an undivided 44.05105% interest in the common elements (as such term is defined in The Declaration

[PARCEL II (Unit 2 a/k/a Modified Hotel Unit, Lot 1702):

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit 2, also known as Modified Hotel Unit, in the building (hereinafter referred to as the "Building") known as 353 West57th Street Condominium and by the street number 353 West 57th Street, New York, New York, said Unit being designated and described in a certain Declaration dated 4/11/1985 made by Irving Schatz pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the building is situated (which land is more particularly described below), and which Declaration was recorded in the Office of the City Register, New York County on 4/24/1985 in Reel 902 Page 1 and amended by First Amendment to Declaration dated 1/29/1993 and

recorded 5/11/1993 in Reel 1969 Page 2286, further amended by Amended and Restated Declaration made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999, recorded 10/27/1999 in Reel 2979 Page 2159 (which declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated as Tax Lot 1702 in Block 1048 of Section 4 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City Of New York and on the Floor Plans of the Building, Certified by Butler Rogers Baskett Architects, on 3/27/1985 and filed in the Real Property Assessment Department of the City of New York on 4/22/1985 as Condominium Plan No. 208 and also filed in the 'New York County Register's Office on 4/24/1985 as Condominium Map No. 4326, as amended by amended Floor Plans Certified by Butler Rogers Baskett Architects, on 12/14/1992, which amended Floor Plans were filed in the Real Property Assessment Department of the City of New York on 5/5/1993 as Condominium Plan No. 208A and also filed in the New York County Register's Office on 5/11/1993 as Condominium Map No. 5192.

Together with an undivided 46.94011% interest in the common elements (as such term is defined in the Declaration.

Which Condominium Unit[s] [is/are] located on the land described below:

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street, distant 20 feet easterly from the comer formed by the intersection of the easterly side of Ninth Avenue with the northerly side of 57th Street;

RUNNING THENCE easterly along the said northerly side of 57th Street, 155 feet;

THENCE northerly parallel with Ninth Avenue, 200 feet 10 inches to the southerly side of 58th Street;

THENCE westerly along the said southerly side of 58th Street, 135 feet to a point distant 40 feet easterly from the comer formed by the intersection of the southerly side of 58th Street with the easterly side of Ninth Avenue;

THENCE southerly parallel with Ninth Avenue and part of the distance through a party wall, 100 feet 10 inches;

THENCE westerly parallel more or less with 58th Street, 20 feet; and

THENCE southerly and part of the way through another party wall, 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

Premises known as 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 358-366 West 58th Street, Unit[s] [1 and 2] New York, NY and designated as Block 1048 Lot[s] [1701 and 1702] as shown on the Tax Map of the City of New York, County of New York.

EXHIBIT C

ASSIGNMENT AND ASSUMPTION OF LEASE

KNOW ALL MEN BY THESE PRESENTS that **[_____]** ("**Assignor**"), in consideration of Ten ($10.00) Dollars and other good and valuable consideration in hand paid by [_____], a [_____] ("**Assignee**"), the receipt and sufficiency of which is hereby acknowledged, hereby assigns unto the Assignee all of Assignor's right, title and interest in and to the following:

That certain Lease agreement more fully described on Exhibit A attached hereto and made a part hereof (the "**Unit Lease**") on the land described on Exhibit B attached hereto and made a part hereof, being the same leasehold premises conveyed to Assignor by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as [CRFN 2020000344629] [CRFN 2020000344630]. This Assignment shall include, without limitation, an assignment of Assignor's right, title and interest in and to the "Security" and/or the "Security Deposit" under the Unit Lease (only if and to the extent that the lessor under the Unit Lease ("**Unit Lessor**") is holding any such "**Security**" and/or the "**Security Deposit**"), as well as all options, rights of first refusal, deposits, pre-paid rentals, privileges and other rights of Assignor thereunder.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, from and after the date hereof, subject to the terms, covenants, conditions and provisions contained in the Unit Lease.

1. Assignee on behalf of itself and its legal representatives, successors and assigns, hereby expressly assumes the performance of all of the terms, covenants and conditions of the Unit Lease herein assigned by Assignor to Assignee from and after the date hereof and hereby agrees to be bound by all of the terms, covenants, conditions and provisions contained in the Unit Lease from and after the date hereof.

2. None of the covenants or agreements set forth in this Assignment are for the benefit of, and none of the same shall be enforceable by, any person or entity other than the parties hereto and Unit Lessor, their respective successors and assigns, it being the intention of the parties hereto that no third party is intended to be a beneficiary of or with respect to such covenants and agreements, other than the parties hereto, their respective successors and assigns.

3. Assignor, in compliance with Section 13 of the Lien Law, covenants that Assignor will receive the consideration for this assignment and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any purpose.

4. This Assignment has been made, executed and delivered in and is to be governed, interpreted and construed in accordance with the laws of the State of New York.

5. Except as may be expressly set forth in that certain Purchase and Sale Agreement dated _____, 2022 between Assignor, as seller, and Assignee as buyer (the "Agreement"), this assignment is made without warranty or representation, express or implied, by or recourse against Assignor of any kind or nature whatever.

6. No shareholder, member, officer, director, manager or representative of Assignor or Assignee or any other person or entity other than Assignor and Assignee shall have any personal liability or obligation of any kind or nature whatsoever under this Assignment.

This Assignment may be signed in any number of counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Assignment may be executed by facsimile, electronic communications in portable document format (.pdf) or duplicate originals, and the parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands of the ____ day of _____, 2022.

ASSIGNOR:

By:_____

ASSIGNEE:

By:_____

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the ___ day of _____ 2022 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 individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public (SEAL)

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the ___ day of _____ 2022 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 individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public (SEAL)

Exhibit A

Exhibit B

Premises known as 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 358-366 West 58th Street, Unit [4] [6] New York, NY and designated as Block 1048 Lot [1704] [1706] as shown on the Tax Map of the City of New York, County of New York.

EXHIBIT D

FORM OF BILL OF SALE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS,

That, subject to the terms and conditions hereinafter set forth, **[_____]**, a Delaware limited liability company having an address c/o **[_____]** (collectively, "**Seller**") for and in consideration of the sum of Ten Dollars ($10.00), lawful money of the United States, to it in hand paid at or before delivery of these presents by [_____], a Delaware limited liability company having an address at _____ ("**Purchaser**"), the receipt and sufficiency of which Seller hereby acknowledges, has bargained and sold, and by these presents does grant and convey unto Purchaser, its successors and assigns, all right, title and interest of Seller in and to all of the Personal Property, Fixtures, Warranties, and Permits (as such terms are defined in that certain Purchase and Sale Agreement, dated _____, 2022, between Seller and Purchaser (the "**Agreement**")).

Seller grants and conveys the Personal Property, Fixtures, Warranties, and Permits unto Purchaser without recourse and without representation or warranty of any kind, express or implied (except to the extent of and only for so long as any applicable representation and warranty, as is set forth in the Agreement shall survive the closing of title thereafter, and subject to the limitations contained therein).

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever.

SELLER HAS MADE NO WARRANTY THAT THE PROPERTY COVERED BY THIS BILL OF SALE IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE AND THE SAME IS SOLD IN AN "AS IS" "WHERE IS" CONDITION. BY ACCEPTANCE HEREOF, PURCHASER AFFIRMS THAT IT HAS NOT RELIED ON ANY WARRANTY OF SELLER WITH RESPECT TO THE PERSONAL PROPERTY AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTEES, EXPRESSED, IMPLIED OR STATUTORY (EXCEPT TO THE EXTENT AND ONLY FOR SO LONG AS ANY APPLICABLE REPRESENTATION AND WARRANTY, IF ANY, IS AS SET FORTH IN THE AGREEMENT SHALL SURVIVE THE CLOSING OF TITLE THEREUNDER, AND SUBJECT TO THE LIMITATIONS CONTAINED THEREIN.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York.

This Bill of Sale shall be binding upon, enforceable by and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows immediately]

[_____]

By: _____

EXHIBIT E

EC 58th Street LLC
[_____]
[_____]
[_____]

353 West 57th Street
New York, New York 10019

Dear Tenant:

This letter is to notify you that effective _____, 2022, EC 58th Street LLC has sold its interest in [Unit #1, 4 and 6] in 353 West 57th Street, New York, New York to _____. In connection therewith EC 58th Street LLC has assigned the interest as landlord in all leases and tenancies and transferred all security deposits, if any, to _____.

Please forward all rent checks and inquiries direct to the new owner's representative at the address listed below.

New Owner: _____

Address: _____
_____

Telephone _____

Attn: _____

Very truly yours,

EC 58th Street LLC

By: _____

EXHIBIT F

FORM OF FIRPTA AFFIDAVIT

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person for U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ a _____ ("Seller"), the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Seller is not a disregarded entity as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii);

3. Seller's U.S. tax identification number is _____; and

4. Seller's office address is _____

Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury the undersigned declares that the undersigned has examined this certification and to the best of the undersigned's knowledge and belief it is true, correct, and complete, and the undersigned further declares that the undersigned has authority to sign this document on behalf of Seller.

Dated: _____ ___, 2022

_____ a
_____

By: _____

EXHIBIT G

FORM OF UNIT LEASE ESTOPPEL

Attached

LEASE ESTOPPEL CERTIFICATE

Landlord: A & C West 57 LLC, a New York limited liability company, with an address at c/o Schatzco V, LLC, 250 West 57th Street, Suite 901, New York, NY 10107

Tenant: EC 58th Street LLC, a Delaware limited liability company, having an address at c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022

Assignee: _____, a Delaware limited liability company, having an address of _____.

Premises: 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York, Unit No. 4

The undersigned Landlord, A & C West 57 LLC, a New York limited liability company, with an address at c/o Schatzco V, LLC, 250 West 57th Street, Suite 901, New York, NY 10107 (the "Landlord"), successor to Adrienne Schatz and Cheryl Hirsh as fee owner of the condominium unit known as Unit No. 4 (the "Store Unit") in the condominium known as 353 West 57th Street Condominium in the building known as and having the street address of 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York (the "Premises") and described on Exhibit A attached hereto, is Lessor under that certain Lease dated as of January 1, 1999 made by Adrienne Schatz and Cheryl Hirsh as original Landlord and Henry Hudson Holdings LLC, as original Tenant, as referenced in a memorandum of lease dated as of September 30, 1999 and recorded on October 27, 1999 in Reel 2979 Page 2172 ("Store Unit Lease"), as amended by an unrecorded Amendment to Lease dated as of September 30, 1999, and as further amended by an unrecorded Amendment to Lease dated as of August 13, 2004, and as assigned by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by and between Henry Hudson Holdings LLC, as assignor, and EC 58th Street LLC, as assignee, dated as of November 24, 2020, recorded on December 4, 2020 in CRFN 2020000344629, hereby certifies as follows:

1. The Store Unit Lease is now in full force and effect, and has not been further amended, modified or supplemented. There do not exist any other agreements (including subordination, non-disturbance and attornment agreements) concerning the Store Unit, whether oral or written to which Landlord and Tenant (or the predecessors or successors of either) are parties.

2. The lease term under the Store Unit Lease commenced on January 1, 1999 and expires on December 31, 2098, unless sooner terminated or extended in accordance with the terms of the Store Unit Lease. There are no options to renew.

3. The amount of Monthly Base Rent under the Store Unit Lease is currently $_____ per month.

4. The Monthly Base Rent and all other charges (if any) have been paid through _____.

5. There are no existing defaults (or events which, with the passage of time or the giving of notice, or both, would constitute a default) on the part of either Landlord or Tenant in the performance of any covenant, agreement, term, provision or condition contained in the Store Unit Lease other than _____.

6. Landlord is holding a security deposit under the Store Unit Lease in the amount of $_____. None of the security deposit has been applied by Landlord to payment of rent or any other amounts due under the Store Unit Lease, except as follows: _____.

7. There are currently no mortgages, deeds of trust or other security instruments encumbering the fee interest in the Store Unit.

8. As of the date hereof, no options, rights of first refusal, rights to terminate, renew or extend the Store Unit Lease other than as described in the Store Unit Lease exist.

9. Landlord agrees that this Estoppel Certificate may be relied upon by Tenant, any mortgagee of Tenant, Assignee, any mortgagee of Assignee, and all of their respective successors and assigns.

10. Landlord's address for notices under the Store Unit Lease is:

A & C West 57 LLC
c/o Schatzco V, LLC
250 West 57th Street
Suite 901
New York, New York 10107
Attn: _____

With a copy to:
[ ]
[ ]
[ ]

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Store Unit Lease.

[The remainder of this page is left blank intentionally.]

LANDLORD:

A & C WEST 57 LLC
a New York limited liability company

By: _____
Name:_____
Title: _____

EXHIBIT A

Legal Description of Premises and the Store Unit

The Condominium Unit (the "Unit") known as the Store Unit, also known as Unit No. 4 in the premises known as 353 West 57th Street Condominium and by the street number 353-361 West 57th Street a/k/a 356 West 58th Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as the Store Unit and also known as Unit No. 4 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 April 11, 1985 and recorded April 24, 1985 in the Office of the Register of The City of New York, County of New York, in Reel 902, Page 1, as amended by the Amendment of Declaration, dated January 29, 1993 and recorded May 11, 1993 in the Office of the Register of the City of New York, in the County of New York, in Reel 1969 and Page 2286, as further amended by the Amended and Restated Declaration, dated February 12, 1999 and recorded July 16. 1999 in the Office of the Register of the City of New York, in the County of New York, in Reel 2913 and Page 1753, and Amendment to Amended and Restated Declaration, dated September 30, 1999 and recorded October 27, 1999 in the Office of the Register of the City of New York, in the County of New York in Reel 2979 and Page 2159 (which Declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated and described as Tax Lot No. 1704 in Block 1048, Section 4, Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of said Building certified by Butler Rogers Baskett Architects, on March 27, 1985 and filed on April 22, 1985 as Condominium Plan No. 208, and on April 24, 1985 as Map No. 4326, as amended on December 14, 1992 and filed on May 5, 1993 as Plan No. 208A (Amendment to Plan No. 208), and on May 11, 1993 as Map No. 5192 in the aforesaid Register's Office.

The land upon which the Building Containing the Unit is erected is described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lyingand being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street distant 20 feet easterly from the corner formed by the intersection of the easterly side of 9th Avenue with the northerly side of 57th Street;

RUNNING THENCE easterly along the said northerly side of 57th Street, 155 feet;

THENCE northerly parallel with 9th Avenue 200 feet 10 inches to the southerly side of 58th Street;

THENCE westerly along the said southerly side of 58th Street 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of 58th Street with the easterly side of 9th Avenue;

THENCE southerly parallel with 9th Avenue and part of the distance through a party wall 100 feet 10 inches;

THENCE westerly parallel more or less with 58th Street 20 feet; and

THENCE southerly and part of the way through another party wall 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

TOGETHER with an undivided 0.34577 interest in the Common Elements (as such term is defined in the Declaration).

LEASE ESTOPPEL CERTIFICATE

Landlord: Hudson 10th Floor LLC, a Delaware limited liability company, with an address at c/o SchatzCo V, LLC, 1325 Avenue of the Americas, 28th Floor, New York, New York 10019

Tenant: EC 58th Street LLC, a Delaware limited liability company, having an address at c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022

Assignee: _____, a Delaware limited liability company, having an address of_____.

Premises: 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York, Unit No. 6

The undersigned Landlord, Hudson 10th Floor LLC, a Delaware limited liability company, with an address at c/o SchatzCo V, LLC, 1325 Avenue of the Americas, 28th Floor, New York, New York 10019 (the "Landlord"), successor to Adrienne Schatz and Cheryl Hirsh, as Executrices of the last will and testament of Irving Schatz, as fee owner of the condominium unit known as Unit No. 6 (the "Tenth Floor Unit") in the condominium known as 353 West 57th Street Condominium, in the building known as and having the street address of 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York (the "Premises") and described on Exhibit A attached hereto, is Lessor under that certain Amended and Restated Lease dated as of February 11, 1999 made by Irving Schatz, as original Lessor and Ian Schrager Hotels LLC, as original Lessee, as referenced in a memorandum of lease dated as of February 12, 1999 and recorded March 23, 1999 in Reel 2841 Page 1872 (the "Tenth Floor Unit Lease"), as assigned by Assignment and Assumption of Lease made by and between Ian Schrager Hotels LLC, as assignor, to Henry Hudson Holdings LLC, as assignee, dated as of February 12, 1999 and recorded March 23, 1999 in Reel 2841 Page 1882, and as amended by an unrecorded Amendment to Lease made by and between Irving Schatz and Henry Hudson Holdings LLC dated as of August 17, 2004, and as further assigned by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by and between Henry Hudson Holdings LLC, as assignor, and EC 58th Street LLC as assignee, dated as of November 24, 2020 and recorded December 4, 2020 in CRFN 2020000344630, hereby certifies as follows:

1. The Tenth Floor Unit Lease is now in full force and effect, and has not been further amended, modified or supplemented. There do not exist any other agreements (including subordination, non-disturbance and attornment agreements) concerning the Tenth Floor Unit, whether oral or written to which Landlord and Tenant (or the predecessors or successors of either) are parties.

2. The lease term under the Tenth Floor Unit Lease commenced on December 1, 1997 and expires on November 30, 2096, unless sooner terminated or extended in accordance with the terms of the Tenth Floor Unit Lease. There are no options to renew

3. The amount of Monthly Base Rent under the Tenth Floor Unit Lease is currently $_____ per month.

4. The Monthly Base Rent and all other charges (if any) have been paid through _____.

5. There are no existing defaults (or events which, with the passage of time or the giving of notice, or both, would constitute a default) on the part of either Landlord or Tenant in the performance of any covenant, agreement, term, provision or condition contained in the Tenth Floor Unit Lease other than _____.

6. Landlord is holding a security deposit under the Tenth Floor Unit Lease in the amount of $_____. None of the security deposit has been applied by Landlord to payment of rent or any other amounts due under the Tenth Floor Unit Lease, except as follows: _____.

7. There are currently no mortgages, deeds of trust or other security instruments encumbering the fee interest in the Tenth Floor Unit.

8. As of the date hereof, no options, rights of first refusal, rights to terminate, renew or extend the Tenth Floor Unit Lease other than as described in the Tenth Floor Unit Lease exist.

9. Landlord agrees that this Estoppel Certificate may be relied upon by Tenant, any mortgagee of Tenant, Assignee, any mortgagee of Assignee, and all of their respective successors and assigns.

10. Landlord's address for notices under the Tenth Floor Unit Lease is:

Hudson 10th Floor LLC
c/o SchatzCo V, LLC
1325 Avenue of the Americas, 28th Floor
New York, New York 10019

With a copy to:
[ ]
[ ]
[ ]

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Tenth Floor Unit Lease.

LANDLORD:

HUDSON 10TH FLOOR LLC
a Delaware limited liability company

By: _____
Name:_____
Title: _____

EXHIBIT A

Legal Description of the Premises and Tenth Floor Unit

The Condominium Unit (the "Unit") known as the Tenth Floor Unit, also known as Unit 6 in the premises known as 353 West 57th Street Condominium and by the street number 353-361 West 57th Street a/k/a 356 West 58th Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as the Tenth Floor and also known as Unit 6 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 April 11, 1985 and recorded April 24, 1985 in the Office of the Register of The City of New York, County of New York, in Reel 902, Page 1, as amended by the Amendment of Declaration, dated January 29, 1993 and recorded May 11, 1993 in the Office of the Register of the City of New York, in the County of New York, in Reel 1969 and Page 2286, as further amended by the Amended and Restated Declaration, dated February 12, 1999 and recorded July 16, 1999 in the Office of the Register of the City of New York, in the County of New York, in Reel 2913 and Page 1753, and Amendment to Amended and Restated Declaration, dated September 30, 1999 and recorded October 27, 1999 in the Office of the Register of the City of New York, in the County of New York in Reel 2979 and Page 2159 (which Declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated and described as Tax Lot No. 1706, Block 1048, Section 4, Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of said Building certified by Butler Rogers Baskett Architects, on March 27, 1985 and filed on April 22, 1985 as Condominium Plan No. 208, and on April 24, 1985 as Map No. 4326, as amended on December 14, 1992 and filed on May 5, 1993 as Plan No. 208A (Amendment to Plan No. 208), and on May 11, 1993 as Map No. 5192 in the aforesaid Register's Office.

The land upon which the Building containing the Unit is erected is described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street distant 20 feet easterly from the corner formed by theintersection of the easterly side of 9th Avenue with the northerly side of 57th Street;

RUNNING THENCE easterly along the said northerly side of 57th Street, 155 feet;

THENCE northerly parallel with 9th Avenue 200 feet 10 inches to the southerly side of 58th Street;

THENCE westerly along the said southerly side of 58th Street 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of 58th Street with the easterly side of 9th Avenue;

THENCE southerly parallel with 9th Avenue and part of the distance through a party wall 100 feet 10 inches;

THENCE westerly parallel more or less with 58th Street 20 feet; and

THENCE southerly and part of the way through another party wall 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

Together with an undivided 3.89067% interest in the Common Elements (as such term is defined in the Declaration).

EXHIBIT H

FORM OF CONDOMINIUM ESTOPPEL

Attached

CONDOMINIUM ESTOPPEL CERTIFICATE

TO:

CSC Hudson LLC ("Purchaser")
c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013

Re: The (i) declaration of condominium dated April 11, 1985 made by Irving Schatz (the "Original Declaration") pursuant to Article 9-B of the Real Property Law of the State of New York, as amended establishing a plan for condominium ownership of which Original Declaration was recorded in the New York County Office of the Register of the City of New York on April 24, 1985 in Reel 902 Page 1, which Original Declaration was amended by the First Amendment to Declaration made by Irving Schatz dated January 29, 1993 and recorded May 11, 1993 in Reel 1969 Page 2286 and which Original Declaration was further amended by the Amended and Restated Declaration, dated as of February 12, 1999, made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch (the "A&R Declaration"), which A&R Declaration was recorded July 16, 1999 in Reel 2913 Page 1753 (and which A&R Declaration, by its terms, restated the Original Declaration in its entirety), and which A&R Declaration was amended by the Amendment to Amended and Restated Declaration, dated September 30, 1999, and recorded on October 27, 1999 in Reel 2979 Page 2159 (collectively, the "Declaration"); (ii) by-laws, including the rules and regulations and all other exhibits and schedules attached thereto (the "By-Laws") of 353 West 57th Street Condominium (the "Condominium"); and (iii) Purchase and Sale Agreement (the "PSA"), dated January ___, 2022, by and between the EC 58th Street LLC, a Delaware limited liability company, having an address at c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022 (the "Seller"), and CSC Hudson, LLC, a Delaware limited liability company, having an address at c/o CSC Co-Living, 6 St. Johns Lane, New York, New York 10013 ("Purchaser") for the conveyance of Unit 1 and Unit 2 of the Condominium (the "Owned Units") and Unit 4 and Unit 6 of the Condominium (the "Leased Units") (collectively, the "Units"). Capitalized terms used herein and not defined shall have the meaning ascribed to such terms in the Condominium Documents and the PSA.

The undersigned is a duly authorized representative of the Board of Managers of the Condominium (the "Board"). The Board, hereby certifies to Purchaser as follows:

1. All Common Charges with respect to the Units which are due have been paid in full and, there are no outstanding liens, claims, dues or charges (including, without limitation, Common Charge Liens) due to the Condominium with respect to the Units. There are no pending emergency or special assessments, capital improvements, remedial assessments, unpaid liens or other financial obligations imposed by the Board with respect to the Units, and the Seller is current in regard to all its financial obligations to the Board and the Condominium.

2. The current total monthly Common Charges for the Units are as follows:

    a. Unit 1: $0.00.

    b. Unit 2: $0.00.

    c. Unit 4: $0.00.

    d. Unit 6: $0.00.

3. Neither the Board nor any party to any Condominium Document has a right of first refusal to lease or purchase the Units and Seller may freely without hindrance lease or sell the Units pursuant to the express terms of the Condominium Documents.

4. The Board has no claims, demands, or offset rights against Seller.

5. The Declaration and By-Laws are in full force and effect and have not been modified or supplemented or amended except as set forth above.

6. To the actual knowledge of the undersigned on behalf of the Board, neither the Units nor Seller is in violation or breach of, or in default under, any of the Condominium Documents, and the Board has no actual knowledge of any event or condition which, with the passage of time or the giving of notice or both, would constitute such a violation, breach or default by the Units or Seller. To the best of the knowledge of the undersigned on behalf of the Board, the Board has not received written notice of any claims, demands, causes of action or proceedings, pending or threatened, against the Units or Seller.

7. The undersigned representative of the Board agrees that this Estoppel Certificate may be relied upon by Purchaser, any assignee of Purchaser's rights under the PSA (collectively, "Assignee"), any mortgagee of Purchaser, any mortgagee of Assignee, and all of their respective successors and assigns.

8. The undersigned representative of the Board is duly authorized and fully qualified to execute this Estoppel Certificate on behalf of the Board thereby binding the Board and the Condominium.

EXECUTED this _____ day of _____, 2022.

THE BOARD OF MANAGERS OF
353 WEST 57TH STREET
CONDOMINIUM

By:_____
Name:

EXHIBIT I-1

FORM OF CBA ASSUMPTION AGREEMENT

Attached

Exhibit I-1

ASSUMPTION AGREEMENT

This Agreement (the "Agreement") made as of this _ day of _____, 2022, by and between PURCHASER NAME, on its own behalf and on behalf of any affiliated or related entity and any current or future owner, manager or operator, and their respective successors or assigns (collectively, "Purchaser"), and the New York Hotel and Motel Trades Council, AFL-CIO ("Union").

Whereas, Purchaser has agreed to purchase the hotel known as "[HOTEL NAME]" (the "Hotel"), from the current owner, [SELLER NAME] ("Seller"); and

Whereas, Seller is bound to, *inter alia*, Article 59 of the collective bargaining agreement known as the Industry Wide Agreement between the Union and the Hotel Association of New York City, Inc. ("IWA"); and

Whereas, Article 59 of the IWA requires successors, assigns and transferees ("successor") to be bound to the IWA;

Whereas, Purchaser agrees that it will be a successor to the obligations under the IWA;

Now, therefore it is agreed:

1. Purchaser agrees that it shall retain all current bargaining unit employees, whose employment will continue uninterrupted and without loss of seniority, compensation, benefits or fringe benefits, and with no adverse effect on other terms and conditions of employment, subject to the IWA and applicable law.

2. Purchaser agrees that, effective as of the date of the closing, it has assumed, adopted and is bound by all of the terms, both economic and non-economic, of the IWA and those agreements and practices supplementing the IWA.

3. By virtue of the closing, Purchaser acknowledges that no new verification of currently valid I-9 forms will be necessary.

4. Effective immediately any and all disputes between the parties hereto or regarding the interpretation or application of this Agreement shall be subject to the grievance and arbitration provisions of the IWA, the entirety of which is incorporated herein by reference.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above herein.

UNION	**PURCHASER**
New York Hotel and Motel Trades Council, AFL-CIO	PURCHASER NAME
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Authorized to Sign	Authorized to Sign
Dated: _____	Dated: _____

EXHIBIT I-2

FORM OF ALTERNATIVE AGREEMENT

Attached

MEMORANDUM OF AGREEMENT

This Agreement (the "Agreement") is by, between and among **EC 58th Street LLC d/b/a The Hudson Hotel,** as Seller Party on their own behalf and on behalf of any of their related and affiliated entities, and any current or future owner, manager, or operator, and their respective successors and assigns (hereinafter referred to as the "Seller"), **CSC Hudson LLC** on their own behalf and on behalf of any related and affiliated entities, and any current or future owner, manager, or operator, and their respective successors and assigns (collectively hereinafter referred to as "Purchaser" or "Employer") and the New York Hotel and Motel Trades Council, AFL-CIO (the "Union" or "HTC").

WHEREAS, the Seller and the Union are bound to the Hotel Association of New York City, Inc. – New York Hotel and Motel Trades Council, AFL-CIO Industry Wide Collectively Bargaining Unit (the CBA referred to as the "IWA") with respect to the property located at 356 West 58th Street, New York, NY 10019 (the "Property").

WHERAS, HTC represents employees employed by Seller and at the Property ("Bargaining Unit") are currently comprised of employees listed in Attachment A ("Current Employees");

WHEREAS, the Seller and Purchaser have discussed a transaction pursuant to which the Seller will sell the Property upon which the former Hudson Hotel (the "Hotel") was operated, which Hotel is subject to the IWA; and

WHEREAS, the Purchaser intends to renovate the Property and operate it as a residential building.

NOW, THEREFORE, IT IS AGREED:

1. Effective immediately upon the Closing of the transaction, the Purchaser shall offer voluntary enhanced severance pay in the amount of thirty-five days (35) days per year of employment with the Hotel ("Enhanced Severance"), in addition to any Article 52 severance, minus any bridge payments already made, less usual statutory deductions, to all of the Hotel's Current Employees, as listed in Attachment A. The amount of Enhanced Severance will be calculated in accordance with the provisions of IWA Article 52, using the years of service and wage rate as of today's date. Only Article 52 severance pay shall be subject to Fund contributions. The payment of Enhanced Severance to the Hotel's Employees as listed in Attachment A shall constitute full satisfaction of any obligation of the Seller and Purchaser under Articles 52 and 57 of the IWA with respect to any employees or former employees of the Hotel. All employees accepting Enhanced Severance shall, as a condition of receiving same, execute a general release.

2. The Purchaser shall pay withdrawal liability to the Pension Fund in an amount assessed by the Pension fund using the Segal Blend formula in one lump sum payment within 60 days of the receipt of the demand to pay withdrawal liability from the Pension Fund.

3. Purchaser intends to convert the Hotel into market based residential housing or any other use other than a hotel or private membership club (collectively referred to as "converted use"). Unless and until the Purchaser converts the Property into market based residential housing, the IWA shall continue to apply (e.g., the Purchaser obtains all of the necessary

permits and approvals and commence renovations). No engineers shall be laid off during the renovation of the Property.

4. If Purchaser, or its successor thereafter operates a hotel, private membership club, or food and beverage operation at the Property, or if the residential building offers leases of less than one (1) year, the former Employees shall be recalled and Purchaser, or its successor, shall be subject to the terms and conditions of the IWA and any agreements or practices supplementing the IWA, including the right to daily room clean. All current employees shall retain their rights to all fairly claimable bargaining unit work at the Property.

5. Upon Local 94-94A-94B International Union of Operating Engineers, AFL-CIO ("Local 94") presenting signed authorization cards to the Purchaser demonstrating that Local 94 has the support of the majority of engineering bargaining unit employees, the Purchaser shall recognize Local 94 as the exclusive bargaining representative of bargaining unit employees.

6. Upon Purchaser's recognition of Local 94 as described above in Paragraph 6, the Purchaser agrees to adopt the terms of the Residential Building Agreement between the Realty Advisory Board on Labor Relations Incorporated and Local 94-94A-94B International Union of Operating Engineers, AFL-CIO (Local 94 CBA). The Purchaser shall sign a separate assent to the Local 94 CBA. No engineer shall be laid off, suffer a loss of hours, hourly or weekly wages, or suffer any other adverse effect as a result of the execution, assignment, or adoption of this Agreement. It is understood that the current engineering employees will receive enhanced severance pursuant to Paragraph 1 above.

7. Upon Local 32BJ SEIU ("32BJ") presenting signed authorization cards to the Purchaser demonstrating that 32BJ has the support of the majority of the non-engineering bargaining unit employees, the Purchaser shall recognize 32BJ as the exclusive bargaining representative of bargaining unit employees.

8. Upon the Purchaser's recognition of 32BJ as described above in Paragraph 4, the Purchaser agrees to adopt the terms of the Apartment Building Agreement between the Realty Advisory Board on Labor Relations Incorporated and Service Employees International Union, Local 32BJ ("32BJ Contract"). The Purchaser shall sign a separate assent to the 32BJ Contract. Bargaining unit positions in the converted use of the Property shall first be offered to Current Employees by seniority.

9. The HTC will disclaim interest in the above-described Bargaining Unit, upon the Purchaser's recognition of Local 94 and 32BJ as described above in Paragraphs 6 and 8.

10. This Agreement shall be binding on Purchaser's successors and assigns in accordance with IWA Article 59, the entirety of which is incorporated herein by reference. Purchaser agrees to adopt and assume the IWA subject to this Agreement. Upon closing of the sale of the Property to Purchaser, Seller shall be deemed to have complied with Article 59 of the IWA by virtue of this Agreement.

11. With the exception of disputes arising under Paragraphs 6 and 8 above, any disputes between the parties or regarding this Agreement shall be subject to binding arbitration

pursuant to the grievance and arbitration provisions of the IWA, the entirety of such grievance and arbitration provisions being incorporated herein by reference. Disputes arising under Paragraphs 7 or 9 above shall be subject to binding arbitration pursuant to the respective grievance and arbitration provisions of the Local 94 or 32BJ Contract, the entirety of such grievance and arbitration provisions being incorporated herein by reference.

12. This Agreement shall be subject to ratification by the Union.

Dated: _____, 2021

SELLER:

_____
By:
Title:
Authorized to Sign

PURCHASER:

_____
By:
Title:
Authorized to Sign

HTC:

_____
Richard Maroko
President
Authorized to Sign

32BJ:

_____
By:
Title:
Authorized to Sign

Local 94

_____
By:
Title:
Authorized to Sign

EXHIBIT J

Seller's Bring Down Certificate

SELLER'S CERTIFICATE

Reference is made to that certain Purchase and Sale Agreement dated as of [_____] [__], 20[__] (the "**Agreement**"), by and between EC 58TH STREET LLC, a Delaware limited liability company, having an address c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022 (collectively, "**Seller**"), and [_____], having an address c/o [_____] ("**Purchaser**"), for the purchase and sale of the Premises. All capitalized terms not otherwise defined herein, shall have the meaning ascribed thereto in the Agreement.

Seller hereby certifies to Purchaser that all of the warranties and representations of Seller made in the Agreement are true and correct in all material respects as of the date hereof, except as follows: [_____].

Nothing contained herein shall be deemed to expand the representations and warranties made by Seller under the Agreement or to expand the liability of Seller thereunder.

Dated: _____ __, 20__

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed this certification the day and year first above written.

SELLER:

EC 58TH STREET LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT K

Form of Assignment and Assumption of Contracts

Attached

Form of Assignment and Assumption of Contracts

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (this "**Assignment**"), made as of the [ ] day of [ ], 2022, between EC 58th STREET LLC, a Delaware limited liability company having an address c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022 (collectively, "**Assignor**") and [ ], a Delaware limited liability company having an address [ ] ("**Assignee**"):

RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of [ ], between Assignor, as seller, and Assignee, as purchaser (the "**Agreement**"), Assignor is selling the Premises (as such term is more particularly described in the Agreement) to Assignee; and

WHEREAS, in connection with the purchase and sale of the Premises, Assignee has elected (in its sole and absolute discretion) to assume from Assignor, and Assignor is therefore obligated to assign to Assignee, the Assumed Contracts (as defined below), and Assignor and Assignee agree that such assignment and assumption shall be subject to the terms and conditions set forth in this Assignment.

NOW THEREFORE, in consideration of the foregoing promises, covenants and undertakings contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ASSIGNMENT AND ASSUMPTION

1. Assignor hereby assigns, transfers, sets-over, delivers and conveys unto Assignee all of the rights, title, interest, benefits and privileges of Assignor, as owner, under all of the service, maintenance, supply and other agreements (collectively, the "Assumed Contracts") in effect relating to the operation of the Premises but only to the extent listed on Schedule A annexed hereto and incorporated herein by this reference, TO HAVE AND TO HOLD all and singular subject as aforesaid, unto Assignee. This Assignment is made without any recourse and without representation or warranty of any kind, express or implied (except to the extent and only for so long as any representation and warranty, if any, regarding the Assumed Contracts as is set forth in the Agreement shall survive the closing of title thereunder, and subject to the limitations contained therein, which are hereby incorporated herein by reference).

2. Assignee hereby expressly assumes all of the obligations imposed upon the owner of the Premises under the Assumed Contracts which accrue from and after the date hereof.

3. This Assignment shall be binding upon, enforceable by and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Assignment may be signed in multiple counterparts which, when taken together and signed by all parties and delivered to any other party hereto, shall constitute a binding

Assignment between the parties. Facsimile or portable document format (PDF) copies hereof and facsimile or PDF signatures shall have the same force and effect as originals.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this instrument as of the date first set forth above.

ASSIGNOR:

EC 58th STREET LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[Signatures Continue on Following Page]

[Signature Page to Assignment and Assumption of Contracts]

ASSIGNEE:

_____,
a Delaware limited liability company]

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption of Contracts]

Schedule A to Assignment of Contracts

EXHIBIT L

Form of Holdback Escrow Agreement

Attached

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "**Escrow Agreement**"), dated as of _____, 2022, is by and among EC 58TH STREET LLC, a Delaware limited liability company ("**Seller**"), [_____], a Delaware limited liability company ("**Purchaser**"), and ROYAL ABSTRACT ("**Escrow Agent**").

RECITALS:

A. WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement, effective as of February __, 2022 (the "**Purchase Agreement**"). All initially capitalized terms not otherwise defined in this Escrow Agreement shall have the meaning ascribed to such term in the Purchase Agreement.

B. WHEREAS, of even date herewith, Seller and Purchaser have consummated the Closing and, in connection therewith, Seller and Purchaser desire to establish an escrow with Escrow Agent pursuant to Section 8.2 of the Purchase Agreement.

C. WHEREAS, Purchaser and Seller desire to appoint Escrow Agent as the escrow agent pursuant to this Escrow Agreement, and Escrow Agent is willing to act as escrow agent hereunder.

D. WHEREAS, Escrow Agent has agreed to hold and disburse the Escrow Funds (defined below) pursuant to the terms of this Escrow Agreement.

NOW THEREFORE, in consideration of the covenants and agreements contained in this Escrow Agreement, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

ARTICLE I
APPOINTMENT OF ESCROW AGENT

The parties hereto hereby appoint the Escrow Agent to act as escrow agent hereunder, and the Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. Escrow Agent shall hold, invest and disburse the Escrow Funds in accordance with the terms of this Escrow Agreement, which terms shall include, without limitation, the provisions of Article 3 below.

ARTICLE II
ESCROW

2.1 Escrow. Seller hereby deposits TWO MILLION ONE HUNDRED THOUSAND AND NO/100 Dollars ($2,100,000.00), (such deposited funds together with any interest earned thereon are hereinafter referred to as the "**Escrow Funds**") into escrow with the Escrow Agent, and the Escrow Agent hereby acknowledges receipt thereof. Seller hereby expressly confirms that it has instructed Escrow Agent to retain the Escrow Funds from the net sales proceeds payable to Seller upon the Closing under the Purchase Agreement. The Escrow Funds, together with the interest

thereon, shall be deposited by Escrow Agent into a federally insured, interest bearing account reasonably acceptable to Seller and Purchaser (the "**Holdback Account**"). Escrow Agent hereby agrees that the Escrow Funds shall not be commingled with any other funds.

2.2 Fee; Waiver of Offset. Escrow Agent was selected as escrow agent and as the title agent, in connection with the Closing under the Purchase Agreement, in part because it agreed to act as Escrow Agent hereunder without any additional consideration due to it, and Escrow Agent acknowledges that it is not due any additional fee for its services hereunder. Escrow Agent agrees that it will not pay or attempt to pay or otherwise satisfy any claim it may have, whether arising under this Agreement or otherwise from the Escrow Funds.

2.3 Disbursement of Escrow Funds. The Escrow Funds shall be held in escrow by Escrow Agent in accordance with the following terms:

2.3.1. From time to time up until 5:00 p.m. Eastern Standard time on the one hundred fiftieth (150th) day after the Closing Date (the "**Release Date**"), in the event Purchaser makes a claim for a breach of any Surviving Seller Representation ("**Claim**") as specifically set forth in the Purchase Agreement, Purchaser may request payment from the Escrow Funds by giving written notice of its Claim to Escrow Agent and to Seller (the "**Purchaser Claim Notice**"), certifying in such notice the nature of the Claim, the amount thereof if then ascertainable and, if not then ascertainable, a good faith estimate of the amount thereof and the provision(s) of the Purchase Agreement on which the claim is based. If Escrow Agent does not receive a written objection (an "**Objection Notice**") from Seller within ten (10) Business Days after Escrow Agent's receipt of a Purchaser Claim Notice, Seller shall be deemed to have authorized payment of the Purchaser Claim Notice from the Escrow Funds, and Escrow Agent shall promptly pay to Purchaser the amount of such Claim to the extent of the balance of the Escrow Funds. If within such period of ten (10) Business Days, the Escrow Agent shall receive an Objection Notice from Seller, then Escrow Agent shall not pay such claim and reserve and set aside a portion of the Escrow Funds equal to the amount of such Claim (each, a "**Claim Reserve**"); provided, however, that if the corresponding Purchaser Claim Notice specifies that the amount of Claim is not then ascertainable, Escrow Agent shall set aside a portion of the Escrow Funds equal to one hundred ten percent (110%) of the good faith estimate amount set forth in such Claim for such corresponding Claim Reserve.

2.3.2 Upon the receipt by the Escrow Agent of (i) joint written instructions signed by Purchaser and Seller or (ii) a copy of a final and non-appealable determination, finding, judgment and/or award by a court of competent jurisdiction hearing a claim, Escrow Agent shall pay the portion of the Claim Reserve directed to be paid therein to Purchaser or Seller as the case may be.

2.3.3 Delivery of Disbursements. Unless otherwise notified by the recipient of funds from the Escrow Funds, disbursements shall be made by wire transfer to an account designated by the recipient.

2.3.4 On Release Date, the balance of the Escrow Funds, less the Claim Reserve and an amount equal to the amount of all Claims made prior to the Release Date for which the time period permitted for Seller to provide an Objection Notice has not elapsed, if any, shall be paid to Seller. Upon resolution of all remaining timely provided Purchaser Claim Notices and Objection Notices, the remaining balance of the Escrow Funds shall be paid to Seller.

2.3.5 This Escrow Agreement shall terminate upon the disbursement by Escrow Agent of all of the Escrow Funds in accordance with this Escrow Agreement and Escrow Agent shall thereupon be discharged.

ARTICLE III
LIABILITY OF ESCROW AGENT

3.1 Liability of Escrow Agent. Escrow Agent shall have no liability or obligation with respect to the Escrow Funds except for Escrow Agent's willful misconduct or gross negligence. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Escrow Agreement. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds is deposited, this Escrow Agreement or the Purchase Agreement, or to appear in, prosecute or defend any such legal action or proceeding.

3.2 Authorization of Escrow Agent. The Escrow Agent is authorized and instructed to comply with orders issued or process entered by any court of competent jurisdiction with respect to the Escrow Funds. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

3.3 Indemnification of Escrow Agent. Seller and Purchaser hereby agree, jointly and severally, to indemnify and hold harmless the Escrow Agent and its directors, officers and employees from and against any and all losses, liabilities, expenses, claims and demands (including reasonable attorneys' fees and expenses) arising out of or in connection with the

performance of the Escrow Agent's obligations in accordance with the provisions of this Escrow Agreement, except for the Escrow Agent's own gross negligence or willful misconduct. The obligations of Purchaser and Seller under this Section shall survive any termination of this Escrow Agreement.

ARTICLE IV
MISCELLANEOUS

4.1 Assignment; Successors and Assigns; Third Parties. Except as otherwise provided herein, neither Purchaser nor Seller shall convey, assign or otherwise transfer any of its rights or obligations under this Escrow Agreement without the express written consent of the other party. Any conveyance, assignment or other transfer of any of Escrow Agent's rights and obligations under this Escrow Agreement shall require express written consent of both Purchaser and Seller. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Escrow Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the parties hereto and their successors and permitted assigns.

4.2 Tax Reporting. Seller and Purchaser agree that, for tax reporting purposes, all interest or other income earned from the investment of the Escrow Funds in any tax year shall (a) to the extent such interest or other income is distributed by the Escrow Agent to any person or entity pursuant to the terms of this Escrow Agreement during such tax year, be reported as allocated to such person or entity, and (b) otherwise shall be reported as allocated to Seller.

4.3 Entire Agreement. This Escrow Agreement and the Purchase Agreement set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written. In the event of any direct conflict of the terms of this Escrow Agreement with the terms of the Purchase Agreement, the terms of this Escrow Agreement shall control and prevail.

4.4 Severability. If a provision of this Escrow Agreement is deemed to be contrary to law, that provision will be deemed separable from the remaining provisions of this Escrow Agreement, and will not affect the validity, interpretation or effect of the other provisions of either this Escrow Agreement or any agreement executed pursuant to it or the application of that provision to other circumstances not contrary to law.

4.5 Notices. All notices that are required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or sent by registered or certified mail (return receipt requested and postage prepaid), email or Federal Express or other nationally recognized overnight delivery service; provided, however, if such notice is sent by email, a copy of such notice shall also be sent by one (1) of the other foregoing notice methods within one (1) business day after the day that the email notice is sent. Any notice shall be deemed given upon the earlier of the date when received at, or the third day after the date when sent by registered or certified mail or the day after the date when sent by Federal Express or the day of when sent by email to, the address or

email set forth below, unless such address or email is changed by written notice to the other parties in accordance with this Escrow Agreement:

If to Seller: EC 58th Street LLC
c/o Cain International US Services LP
350 Park Avenue, 14th Floor
New York, New York 10022
Attention: Cain Legal
Email: legal@cainint.com

and: Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, New York 10017
Attention: Farah S. Ahmed, Esq.
Email: ahmedf@gtlaw.com

If to Purchaser: _____
c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013
Attention: Sal Smeke and Alberto Smeke
Email: ss@csc-coliving.com
as@csc-coliving.com

With a copy to: Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attn: Jordan J. Metzger, Esq.
Email: jmetzger@coleschotz.com

If to Escrow Agent: Royal Abstract
125 Park Avenue, Suite 1610
New York, NY 10017
Attn: Michael J. Roberts, Esq.
Email: mroberts@royalabstract.com

4.6 Expenses. Except as otherwise provided for herein, each party shall be responsible for its own costs and expenses with respect to matters involving this Escrow Agreement.

4.7 Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of New York.

4.8 Execution Counterparts. This Escrow Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

4.9 Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction and interpretation hereof.

4.10 Attorneys' Fees. If any legal action is brought for the enforcement of this Escrow Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding (together with costs of enforcing any judgments or rulings), in addition to any other relief to which it may be entitled. In all other matters arising hereunder, each party shall bear its own attorneys' fees.

4.11 Further Assurances. Each party hereto, at the reasonable request of another party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of this Escrow Agreement and the transactions contemplated hereby.

4.12 Recitals Incorporated. The foregoing recitals are hereby incorporated within and made an integral part of this Escrow Agreement as if fully set forth herein.

4.13 No Waiver. No failure on the part of Purchaser or Seller at any time to require the performance by the other of any provision of this Escrow Agreement shall in any way affect the party's rights to require such performance, nor shall any waiver by any party of any provision hereof be taken or held to be a waiver of any other provision hereof.

[Signature pages follow]

IN WITNESS WHEREOF, Seller, Purchaser, and Escrow Agent have executed this Escrow Agreement as of _____ __, 2022.

SELLER:

EC 58TH STREET LLC,
a Delaware limited liability company

By:_____
Name:
Title:

[signature pages follow]

PURCHASER:

[_____],
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[signature page follows]

ESCROW AGENT:

ROYAL ABSTRACT

By: _____
Name: _____
Title: _____

EXHIBIT M

Form of Labor Severance Escrow Agreement

Attached

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "**Escrow Agreement**"), dated as of _____, 2022, is by and among EC 58TH STREET LLC, a Delaware limited liability company ("**Seller**"), [_____], a Delaware limited liability company ("**Purchaser**"), and ROYAL ABSTRACT ("**Escrow Agent**").

RECITALS:

A. WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement, effective as of February __, 2022 (the "**Purchase Agreement**"). All initially capitalized terms not otherwise defined in this Escrow Agreement shall have the meaning ascribed to such term in the Purchase Agreement.

B. WHEREAS, of even date herewith, Seller and Purchaser have consummated the Closing and, in connection therewith, Seller and Purchaser desire to establish the Labor Severance Escrow with Escrow Agent pursuant to Section 16.3 of the Purchase Agreement.

C. WHEREAS, after the Closing Date, there are [__][1] weeks remaining in the 30 week severance period provided for in NYC Local Law Int. 2397-2021.

D. WHEREAS, Purchaser and Seller desire to appoint Escrow Agent as the escrow agent pursuant to this Escrow Agreement, and Escrow Agent is willing to act as escrow agent hereunder.

E. WHEREAS, Escrow Agent has agreed to hold and disburse the Escrow Funds (defined below) pursuant to the terms of this Escrow Agreement.

NOW THEREFORE, in consideration of the covenants and agreements contained in this Escrow Agreement, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

ARTICLE I
APPOINTMENT OF ESCROW AGENT

The parties hereto hereby appoint the Escrow Agent to act as escrow agent hereunder, and the Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. Escrow Agent shall hold, invest and disburse the Escrow Funds in accordance with the terms of this Escrow Agreement, which terms shall include, without limitation, the provisions of Article 3 below.

ARTICLE II
ESCROW

2.1 Escrow. Seller hereby deposits $[_____] (such deposited funds together with any interest earned thereon are hereinafter referred to as the "**Escrow Funds**"), equal to [_____] weeks of

[1] To be completed as of Closing Date.

severance pay in the gross sum of $500.00 per week for each employee of the Hotel listed on Schedule A hereto (hereafter referred to as the "**Employees**") into escrow with the Escrow Agent, and the Escrow Agent hereby acknowledges receipt thereof. Seller hereby expressly confirms that it has instructed Escrow Agent to retain the Escrow Funds from the net sales proceeds payable to Seller upon the Closing under the Purchase Agreement. The Escrow Funds, together with the interest thereon, shall be deposited by Escrow Agent into a federally insured, interest bearing account reasonably acceptable to Seller and Purchaser (the "**Holdback Account**"). Escrow Agent hereby agrees that the Escrow Funds shall not be commingled with any other funds.

2.2 Fee; Waiver of Offset. Escrow Agent was selected as escrow agent and as the title agent, in connection with the Closing under the Purchase Agreement, in part because it agreed to act as Escrow Agent hereunder without any additional consideration due to it, and Escrow Agent acknowledges that it is not due any additional fee for its services hereunder. Escrow Agent agrees that it will not pay or attempt to pay or otherwise satisfy any claim it may have, whether arising under this Agreement or otherwise from the Escrow Funds.

2.3 Disbursement of Escrow Funds. The Escrow Funds shall be held in escrow by Escrow Agent in accordance with the following terms:

2.3.1. On a weekly basis, commencing on the Purchaser's (or Purchaser's manager's) first regular payroll date following the Closing Date, Purchaser shall, or shall cause Purchaser's manager to, pay to each of the Employees the gross sum of $500.00 per week (the "**Severance Payments**") for [____] weeks. Upon Purchaser's submission of a payroll report to Seller and Escrow Agent showing that the Severance Payments have been made, Escrow Agent shall be authorized to release from the Escrow Funds the amount paid in Severance Payments for that week. Payment of the Severance Payments, and reimbursement of the Purchaser or Purchaser's manager therefor, shall continue for __ weeks.

2.3.2 At the end of [____] weeks, any balance in the Escrow Funds, including any interest earned, shall be returned to Seller. This Escrow Agreement shall terminate upon the disbursement by Escrow Agent of all of the Escrow Funds in accordance with this Escrow Agreement and Escrow Agent shall thereupon be discharged.

2.3.3 Delivery of Disbursements. Unless otherwise notified by the recipient of funds from the Escrow Funds, disbursements shall be made by wire transfer to an account designated by the recipient.

ARTICLE III
LIABILITY OF ESCROW AGENT

3.1 Liability of Escrow Agent. Escrow Agent shall have no liability or obligation with respect to the Escrow Funds except for Escrow Agent's willful misconduct or gross negligence. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Funds in accordance with the terms of this Escrow Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any

information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Escrow Agreement. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds is deposited, this Escrow Agreement or the Purchase Agreement, or to appear in, prosecute or defend any such legal action or proceeding.

3.2 Authorization of Escrow Agent. The Escrow Agent is authorized and instructed to comply with orders issued or process entered by any court of competent jurisdiction with respect to the Escrow Funds. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

3.3 Indemnification of Escrow Agent. Seller and Purchaser hereby agree, jointly and severally, to indemnify and hold harmless the Escrow Agent and its directors, officers and employees from and against any and all losses, liabilities, expenses, claims and demands (including reasonable attorneys' fees and expenses) arising out of or in connection with the performance of the Escrow Agent's obligations in accordance with the provisions of this Escrow Agreement, except for the Escrow Agent's own gross negligence or willful misconduct. The obligations of Purchaser and Seller under this Section shall survive any termination of this Escrow Agreement.

ARTICLE IV
MISCELLANEOUS

4.1 Assignment; Successors and Assigns; Third Parties. Except as otherwise provided herein, neither Purchaser nor Seller shall convey, assign or otherwise transfer any of its rights or obligations under this Escrow Agreement without the express written consent of the other party. Any conveyance, assignment or other transfer of any of Escrow Agent's rights and obligations under this Escrow Agreement shall require express written consent of both Purchaser and Seller. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Escrow Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the parties hereto and their successors and permitted assigns.

4.2 Tax Reporting. Seller and Purchaser agree that, for tax reporting purposes, all interest or other income earned from the investment of the Escrow Funds in any tax year shall (a) to the extent such interest or other income is distributed by the Escrow Agent to any person or entity pursuant to the terms of this Escrow Agreement during such tax year, be reported as allocated to such person or entity, and (b) otherwise shall be reported as allocated to Seller.

4.3 Entire Agreement. This Escrow Agreement and the Purchase Agreement set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written. In the event of any direct conflict of the terms of this Escrow Agreement with the terms of the Purchase Agreement, the terms of this Escrow Agreement shall control and prevail.

4.4 Severability. If a provision of this Escrow Agreement is deemed to be contrary to law, that provision will be deemed separable from the remaining provisions of this Escrow Agreement, and will not affect the validity, interpretation or effect of the other provisions of either this Escrow Agreement or any agreement executed pursuant to it or the application of that provision to other circumstances not contrary to law.

4.5 Notices. All notices that are required or permitted hereunder shall be in writing and shall be sufficient if personally delivered or sent by registered or certified mail (return receipt requested and postage prepaid), email or Federal Express or other nationally recognized overnight delivery service; provided, however, if such notice is sent by email, a copy of such notice shall also be sent by one (1) of the other foregoing notice methods within one (1) business day after the day that the email notice is sent. Any notice shall be deemed given upon the earlier of the date when received at, or the third day after the date when sent by registered or certified mail or the day after the date when sent by Federal Express or the day of when sent by email to, the address or email set forth below, unless such address or email is changed by written notice to the other parties in accordance with this Escrow Agreement:

If to Seller: EC 58th Street LLC
c/o Cain International US Services LP
350 Park Avenue, 14th Floor
New York, New York 10022
Attention: Cain Legal
Email: legal@cainint.com

and: Greenberg Traurig, LLP
One Vanderbilt Avenue
New York, New York 10017
Attention: Farah S. Ahmed, Esq.
Email: ahmedf@gtlaw.com

If to Purchaser: _____
c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013
Attention: Sal Smeke and Alberto Smeke
Email: ss@csc-coliving.com
as@csc-coliving.com

With a copy to: Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attn: Jordan J. Metzger, Esq.
Email: jmetzger@coleschotz.com

If to Escrow Agent: Royal Abstract
125 Park Avenue, Suite 1610
New York, NY 10017
Attn: Michael J. Roberts, Esq.
Email: mroberts@royalabstract.com

4.6 Expenses. Except as otherwise provided for herein, each party shall be responsible for its own costs and expenses with respect to matters involving this Escrow Agreement.

4.7 Governing Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of New York.

4.8 Execution Counterparts. This Escrow Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

4.9 Captions. The captions herein are included for convenience of reference only and shall be ignored in the construction and interpretation hereof.

4.10 Attorneys' Fees. If any legal action is brought for the enforcement of this Escrow Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding (together with costs of enforcing any judgments or rulings), in addition to any other relief to which it may be entitled. In all other matters arising hereunder, each party shall bear its own attorneys' fees.

4.11 Further Assurances. Each party hereto, at the reasonable request of another party hereto, shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of this Escrow Agreement and the transactions contemplated hereby.

4.12 Recitals Incorporated. The foregoing recitals are hereby incorporated within and made an integral part of this Escrow Agreement as if fully set forth herein.

4.13 No Waiver. No failure on the part of Purchaser or Seller at any time to require the performance by the other of any provision of this Escrow Agreement shall in any way affect the party's rights to require such performance, nor shall any waiver by any party of any provision hereof be taken or held to be a waiver of any other provision hereof.

[Signature pages follow]

IN WITNESS WHEREOF, Seller, Purchaser, and Escrow Agent have executed this Escrow Agreement as of _____ __, 2022.

SELLER:

EC 58TH STREET LLC,
a Delaware limited liability company

By:_____
Name:
Title:

[signature pages follow]

PURCHASER:

[_____],
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[signature page follows]

ESCROW AGENT:

ROYAL ABSTRACT

By: _____
Name: _____
Title: _____

Schedule A

Employees

SCHEDULE A

Permitted Exceptions

1. Restrictive Covenants as recited in Liber 656 of Deeds, Page 133, Liber 658 of Deeds, Page 127, Liber 657 of Deeds, Page 80, Liber 1634 of Deeds, Page 385, Liber 999 of Deeds, Page 239, Liber 1006 of Deeds, Page 40, Liber 1613 of Deeds, Page 85, Liber 1006 of Deeds, Page 45, Liber 1037 of Deeds, Page 165, Liber 1069 of Deeds, Page 123, Liber 1609 of Deeds, Page 160, Liber 1006 of Deeds, Page 43, Liber 1031 of Deeds, Page 428, Liber 1031 of Deeds, Page 426, Liber 1037 of Deeds, Page 168, Liber 1069 of Deeds, Page 125, Liber 642 of Deeds, Page 494 and Liber 644 of Deeds, Page 428.

2. The terms, conditions and easements set forth in the Declaration of Condominium and By-Laws dated 4/11/1985 and recorded 4/24/1985 in the Office of the City Register of the City of New York, County of New York, in Reel 902 Page 1.

(a) First Amendment to Declaration dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286.

(b) Amended and Restated Declaration made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753.

(c) Amendment to Amended and Restated Declaration dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2159.

3. Terms, Covenants, Conditions and Provisions contained in a Lease dated as of 1/1/1999 made by and between Adrienne Schatz (a/k/a Adrianne Wachsler) and Cheryl Hirsch, as landlord and Henry Hudson Holdings LLC, as tenant, a Memorandum of which was dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2172. (affects Lot 1704)

(a) Unrecorded Amendment to Lease made by and between Adrienne Schatz (a/k/a Adrienne Wechsler) and Cheryl Hirsch, as landlord, and Henry Hudson Holdings LLC, as tenant, dated as of 9/30/1999, as evidenced by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344629.

(b) Unrecorded Amendment to Lease made by and between Adrienne Schatz (a/k/a Adrienne Wechsler) and Cheryl Hirsch, as lessor, and Henry Hudson Holdings LLC, as lessee, dated as of 8/13/2004, as evidenced by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344629.

(c) Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344629.

4. Terms, Covenants, Conditions and Provisions contained in a Lease dated as of 2/11/1999 made by and between Irving Schatz, as landlord and Ian Schrager Hotels LLC, as tenant (affects Lot 1706).

(a) Amended and Restated Memorandum of Lease made between Ian Schrager Hotels LLC and Irving Schatz dated as of 2/12/1999 and recorded 3/23/1999 in Reel 2841 Page 1872.

(b) Assignment and Assumption of Lease made by and between Ian Schrager Hotels LLC (f/k/a West 57th LLC) to Henry Hudson Holdings LLC dated as of 2/12/1999 and recorded 3/23/1999 in Reel 2841 Page 1882.

(c) Unrecorded Amendment to Lease made by and between Irving Schatz, as landlord, and Henry Hudson Holdings LLC, as tenant, dated as of 8/17/2004, as evidenced by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344630.

(d) Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344630.

SCHEDULE B

Tax Certiorari Proceedings

Attached

THE TAX COMMISSION OF THE CITY OF NEW YORK
ONE CENTRE STREET, ROOM 2400, NEW YORK, NY 10007

TC70-013-01406 1 - 1048 - 1701 10/14/2021

DITCHIK & DITCHIK PLLC
ATTN: JOEL DITCHIK ESQ
370 LEXINGTON AVENUE
NEW YORK NY 10017

0491

Application for 2021/22
Block 1048 Lot 1701 - 1706
Ranges: 3 Lots: 4
Borough of Manhattan

NOTICE OF OFFER AND ACCEPTANCE AGREEMENT NO. 2022-013-01406 PAGE 5 OF 5

Based on its review of your application for correction, the Tax Commission offers to adjust the property's tax assessment as follows:

	21/22 Total	21/22 Exempt
ORIGINAL ACTUAL	61,855,843	
TRANSITIONAL	79,005,357	
TAX CLASS	4	
ACTUAL REDUCTION	-16,701,076	
OF WHICH LAND		
OF WHICH PHYSICAL		
PROPOSED ACTUAL	45,154,767	
TAX CLASS	4	

Offer applies to lots 1701-1702, 1704, 1706

AGREEMENT: The applicant accepts the proposed assessments and all of the terms printed above and on pages 1 - 4, and certifies that all disclosures required by the agreement have been duly made and that there has been no sale of the property except as so disclosed.

Date November 5, 2021 EC 58TH STREET LLC

X Signature _____ By (print) Steven Tishco

Specify authorization Attorney Firm Ditchik & Ditchik, PLLC

To accept this offer, SIGN and RETURN THIS ENTIRE PAGE. It must be received no later than November 29, 2021.

C1.208-22.2

Calendar Page: 9372
Hearing Date: September 28, 2021
Property Address: 353 WEST 57 STREET
Boro-Block-Lot: 1-1048-1701
Hearing Officer: 019

#2022-013-01406-0491#

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of EC 58TH STREET LLC Petitioner, -against- THE TAX COMMISSION OF THE CITY OF NEW YORK and THE COMMISSIONER OF FINANCE OF THE CITY OF NEW YORK Respondents.	Index No. 258783/21 Taxes of: 2021/22 Borough: Manhattan Block: 1048 Lots: 1701, 1702, 1704 and 1706

IT IS HEREBY STIPULATED that the above entitled proceeding be discontinued without costs to either party.

Dated: New York, NY
November 5, 2021

Ditchik & Ditchik, PLLC By Steven Tishko

Ditchik & Ditchik, PLLC
Attorneys for Petitioner
370 Lexington Avenue, Suite 2301
New York, NY 10017

_____

CORPORATION COUNSEL

Attorney for Respondents

Assessment reduced from $61,855,843 to $45,154,767

Index No. 258783/21 Year 2021

NEW YORK SUPREME COURT

COUNTY OF NEW YORK

In the Matter of

EC 58TH STREET LLC

Petitioner,

-against-

THE TAX COMMISSION OF THE CITY OF NEW YORK
and THE COMMISSIONER OF FINANCE OF THE CITY
OF NEW YORK

Respondents.

STIPULATION OF DISCONTINUANCE

GEORGIA M. PESTANA
Corporation Counsel
Attorney for Respondents
100 Church Street
New York, N.Y. 10007
(212) 788-0303

SCHEDULE C

SRO Schedule

Attached

Schedule C

SRO Unit Schedule as of January 27, 2022

#	Tenant Floor	Tenant Unit #
1	11	1169
2	15	1546
3	17	1722
4	18	1846
5	18	1856 / (1857 & 1855)
6	19	1916
7	20	2017
8	20	2031
9	20	2039
10	20	2045
11	21	2106
12	21	2107
13	21	2114
14	21	2129
15	21	2135
16	21	2138
17	21	2139
18	21	2140
19	21	2145
20	21	2146
21	21	2155
22	21	2157
23	22	2204
24	22	2206
25	22	2207
26	22	2211
27	22	2212
28	22	2227
29	22	2231
30	22	2232
31	22	2235
32	22	2236
33	22	2239
34	22	2244
35	22	2245
36	22	2253
37	22	2255

SCHEDULE D

Condominium Documents

Declaration of condominium dated April 11, 1985 made by Irving Schatz pursuant to Article 9-B of the Real Property Law of the State of New York, as establishing a plan for condominium ownership of which Original Declaration was recorded in the New York County Office of the Register of the City of New York on April 24, 1985 in Reel 902 Page 1.

First Amendment to Declaration made by Irving Schatz dated January 29, 1993 and recorded May 11, 1993 in Reel 1969 Page 2286.

Amended and Restated Declaration, dated as of February 12, 1999, made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch which A&R Declaration was recorded July 16, 1999 in Reel 2913 Page 1753 (and which A&R Declaration, by its terms, restated the Original Declaration in its entirety).

Amendment to Amended and Restated Declaration, dated September 30, 1999, and recorded on October 27, 1999 in Reel 2979 Page 2159

By-Laws of 353 West 57th Street Condominium and the Rules and Regulations of 353 West 57th Street Condominium attached thereto.

SCHEDULE E

Purchaser's title objections that Seller shall cause to be omitted from Purchaser's Title Policy

1. Terms, Covenants, Conditions and Provisions of unrecorded Sub-Lease (Operating Lease) dated 8/28/2000 made by and between Henry Hudson Holdings LLC, as landlord, and Hudson Leaseco LLC, as tenant.
    a. Lease Subordination Agreement made by and between Henry Hudson Holdings LLC, as landlord, Hudson Leaseco LLC, as tenant, and Corus Bank, N.A., as lender, dated as of 11/6/2000 and recorded 2/8/2001 in Reel 3236 Page 955.

2. Terms, Covenants, Conditions and Provisions of unrecorded Supplemental Management Agreement made by and between Hudson Leaseco LLC, as lessee, and Hudson Management Member LLC, as manager, dated as of 8/28/2000, as evidenced by Subordination of Supplemental Management Agreement recorded 2/8/2001 in Reel 3236 Page 1041.
    a. Subordination of Supplemental Management Agreement made by and between Hudson Leaseco LLC and Greenwich Capital Financial Products, Inc. dated as of 8/13/2004 and recorded 5/11/2005 as CRFN 2005000272715.
3. Terms, Covenants, Conditions and Provisions of unrecorded Sub-Lease (Bar Lease) dated 8/12/2011 made by and between Henry Hudson Holdings LLC, as landlord, and 58th Street Bar Company LLC, as tenant.

4. Assignment of Leases and Rents made by Henry Hudson Holdings LLC, 58th Street Bar Company LLC and Hudson Leaseco LLC to Column Financial, Inc. dated as of 2/9/2017 and recorded 2/21/2017 as CRFN 2017000070242. **(affects Fee Estate of Lots 1701 and 1702 Leasehold and Sub-leasehold Estates of Lots 1704 and 1706)**

    a. Assignment of Assignment of Leases and Rents made by Column Financial, Inc. to U.S. Bank National Association, not in its individual capacity but solely in its capacity as Trustee in trust for the holders of CSMC Trust 2017-HD, Commercial Mortgage Pass-Through Certificates 2017-HD dated as of 3/29/2017 and recorded 2/18/2020 as CRFN 2020000061988, as corrected by Corrective Assignment of Assignment of Leases and Rents dated as of 5/15/2020 and recorded 5/22/2020 as CRFN 2020000154472.

    b. Assignment of Assignment of Leases and Rents made by U.S. Bank National Association, not in its individual capacity but solely in its capacity as Trustee in trust for the holders of CSMC Trust 2017-HD, Commercial Mortgage Pass-Through Certificates 2017-HD to Holliday Park, LLC dated as of 3/20/2020 and recorded 3/31/2020 as CRFN 2020000113456.
    c. Assignment of Assignment of Leases and Rents made by Holliday Park, LLC to Security Benefit Life Insurance Company dated 12/18/2020 and recorded 1/4/2021 as CRFN 2021000000917.

5. UCC Financing Statement:
    Secured Party: Column Financial, Inc.

Debtors: Henry Hudson Holdings LLC, 58th Street Bar Company LLC and Hudson Leaseco LLC
Filed: 2/21/2017
CRFN 2017000070243

As assigned by UCC-3 recorded 10/1/2020 as CRFN 2020000265736
As assigned by UCC-3 recorded 11/17/2020 as CRFN 2020000321336

6. Proof is required from the Board of Managers that there are no unpaid maintenance charges and/or assessments against the Unit to be conveyed or mortgaged.

7. Closing deed shall contain a statement of the use for which the Unit is intended as required by Real Property Law §339-0 (3).

8. Satisfactory proof must be submitted that the Board of Managers has consented to the proposed sale and has waived its right of first refusal, if any, as may be provided for by the By-Laws.

9. A duly acknowledged estoppel certificate is required from the landlord certifying that the lease to be insured has not been assigned, altered, modified or amended, except as set forth herein, and that said lease is in full force and effect and that there are no existing defaults by the tenant in respect to any terms, covenants, conditions and agreements contained in said lease.

10. With respect to **EC 58th Street LLC**, the following proofs and documents must be submitted to this Company for examination prior to closing and upon review additional exceptions may thereafter be raised:

A) Proof that **EC 58th Street LLC** has been validly formed and remains in existence. Note: This may be established by an affidavit from a member or attorney representing, **EC 58th Street LLC**, with knowledge of the facts and should include the submission to this Company of a status letter or other evidence from the Secretary of State to the effect that **EC 58th Street LLC** remains in existence.

B) In addition to the proof required above:

1. A copy of the Articles of Organization, together with any amendments thereto, together with proof of filing of same with the Secretary of State;

2. A fully executed copy of the Operating Agreement, together with any amendments thereto;

3. Resolution of **EC 58th Street LLC** executed by duly authorized member(s) or manager(s) approving the subject

transaction, which resolution identifies the person(s) authorized and directed to act for said **EC 58th Street LLC** together with proof that the resolution was adopted in accordance with the Operating Agreement and the Articles of Organization. If the subject transaction involved the sale, exchange, lease or mortgage of all or substantially all of the assets of said **EC 58th Street LLC**, then absent provisions to the contrary in the Operating Agreement, such resolution must also be adopted by the vote of at least two-thirds in interest of the members entitled to vote thereon.

11. A. Satisfactory proof by affidavit must be furnished showing whether any work has been done upon the premises by the City, or any demand made by the City for any work, that may result in charges:
    a. By the New York City Department of Rent and Housing Maintenance, Emergency Services;
    b. By the New York City Department of Environmental Protection for Water Tap Closing or any related work; and
    c. By the New York City Department of Health, whether or not such charges are liens against which this Policy insures.

    C) Satisfactory proof by affidavit must be furnished showing whether any fee for an inspection, re-inspection, examination or service performed the Department of Buildings or permit issued by The Department of Buildings have been levied, charges, created or incurred that may become a lien on the premises, whether or not such charges are liens against which this Policy insures.

12. All mortgages on the Mortgage Schedule included in the Commitment and recited below:

A. Amended and Restated Replacement Mortgage A in the original principal amount of $217,000,000.00 made by Henry Hudson Holdings LLC, Morgans Holdings LLC and Royalton, LLC to Wachovia Bank, National Association dated 10/6/2006 and recorded 12/11/2006 as CRFN 2006000679014. (**Originally affected premises herein and Block 867 Lot 20 and Block 1259 Lot 11**)

Mortgage Tax Paid: $ -0-

NOTE: Said mortgage A was derived from Note and Mortgage Severance Agreement made between Wachovia Bank, National Association, Royalton, LLC, Henry Hudson Holdings LLC and Morgans Holdings LLC dated as of 10/6/2006 and recorded 12/11/2006 as CRFN 2006000679013.
(See Mortgage Exhibit annexed)

1. Said mortgage A was released from Block 867 Lot 20 and Block 1259 Lot 11 by Partial Release of Amended and Restated Replacement Mortgage A made between Wachovia Bank, National Association, Henry Hudson Holdings LLC, Morgans

Holdings LLC and Royalton LLC dated as of 10/6/2006 and recorded 12/11/2006 as CRFN 2006000679017.

2. Said mortgage A was amended by Agreement of Consolidation and Modification of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing made between Henry Hudson Holdings LLC and Wachovia Bank, National Association dated as of 10/6/2006 and recorded 12/11/2006 as CRFN 2006000679020.

3. Said mortgage A was assigned by Wachovia Bank, National Association to LaSalle Bank National Association, as Trustee for the Benefit of the Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2007-Whale 8, solely to the extent set forth in the applicable Partition Agreement, the applicable Non-Trust Portion Holder by Assignment of Mortgage dated as of 6/27/2007 and recorded 11/27/2007 as CRFN 2007000587889.

4. Said mortgage A was modified by Modification of Agreement of Consolidation and Modification of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing made between Henry Hudson Holdings LLC and Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as Trustee for the Benefit of the Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2007-Whale 8 dated as of 9/30/2010 and recorded 10/14/2010 as CRFN 2010000344286.

5. Said mortgage A was assigned by Bank of America, National Association, as successor by merger to LaSalle Bank National Association, as Trustee for the Benefit of the Holders of Wachovia Bank Commercial Mortgage Trust, Commercial Mortgage Pass-Through Certificates, Series 2007-Whale 8 to Deutsche Bank Trust Company of Americas, as Administrative Agent, by Assignment of Mortgage dated as of 8/12/2011 and recorded 9/16/2011 as CRFN 2011000329360.

6. Said mortgage A was amended and restated in the reduced amount of $115,000,000.00 by Amended, Restated and Consolidated Mortgage, Assignment of Leases and Rents, Hotel Revenue and Security Agreement made between Henry Hudson Holdings LLC, Hudson Leaseco LLC and 58th Street Bar Company LLC and Deutsche Bank Trust Company of Americas, as Administrative Agent, dated as of 8/12/2011 and recorded 9/16/2011 as CRFN 2011000329361. (spread to cover the fee estate of Lots 1701 and 1702 and leasehold and sub-leasehold estates of Lots 1704 and 1706)

7. Said mortgage A was amended by First Amendment to Amended, Restated and Consolidated Mortgage, Assignment of Leases and Rents, Hotel Revenue and Security Agreement made between Henry Hudson Holdings LLC, Hudson Leaseco LLC and 58th Street Bar Company LLC and Deutsche Bank Trust Company of Americas, as Administrative Agent, dated as of 12/7/2011 and recorded 2/21/2012 as CRFN 2012000068316.

8. Said mortgage A was assigned by Deutsche Bank Trust Company of Americas, as Administrative Agent to UBS Real Estate Securities Inc. by Assignment of Mortgage dated as of 11/14/2012 and recorded 11/26/2012 as CRFN 2012000461819.

B. Fee and Leasehold Mortgage in the original principal amount of $65,000,000.00 made by Henry Hudson Holdings LLC, Hudson Leaseco LLC and 58th Street Bar Company LLC to UBS Real Estate Securities Inc. dated as of 11/14/2012 and recorded 11/26/2012 as CRFN 2012000461820. (**affects Fee Estate of Lots 1701 and 1702 Leasehold and Sub-leasehold Estates of Lots 1704 and 1706**)

Mortgage Tax Paid: $1,820,000.00

1. Said mortgages A and B were consolidated to form a single lien of $180,000,000.00 by Consolidated, Amended and Restated Fee and Leasehold Mortgage and Security Agreement made between Henry Hudson Holdings LLC, Hudson Leaseco LLC and 58th Street Bar Company LLC and UBS Real Estate Securities Inc. dated as of 11/14/2012 and recorded 11/26/2012 as CRFN 2012000461821.

2. Said mortgages A and B, as consolidated, were assigned by UBS Real Estate Securities Inc. to Citigroup Global Markets Realty Corp. and Bank of America, N.A. by Assignment of Mortgage dated as of 2/6/2014 and recorded 2/14/2014 as CRFN 2014000058277.

C. Consolidated, Amended and Restated Fee and Leasehold Mortgage and Security Agreement in the original principal amount of $53,333,333.34 made by Henry Hudson Holdings LLC, Hudson Leaseco LLC and 58th Street Bar Company LLC to Citigroup Global Markets Realty Corp. and Bank of America, N.A. dated as of 2/6/2014 and recorded 2/14/2014 as CRFN 2014000058278. (**affects Fee Estate of Lots 1701 and 1702 Leasehold and Sub-leasehold Estates of Lots 1704 and 1706**)

Mortgage Tax Paid: $1,493,332.41

1. Said mortgages A through C were consolidated to form a single lien of $233,333,333.34 by the terms of said mortgage C.

2. Said mortgages A through C, as consolidated, were assigned by Citigroup Global Markets Realty Corp. and Bank of America, N.A. to Deutsche Bank Trust Company Americas, as Trustee for CGBAM Commercial Mortgage Trust 2014-HD. Commercial Mortgage Pass-Through Certificates, Series 2014-HD and The Companion Loan Holder by Assignment of Mortgage dated 5/28/2014 and recorded 8/4/2014 as CRFN 2014000255044.

3. Said mortgages A through C, as consolidated, were assigned by Deutsche Bank Trust Company Americas, as Trustee for CGBAM Commercial Mortgage Trust 2014-HD. Commercial Mortgage Pass-Through Certificates, Series 2014-HD and

The Companion Loan Holder to Column Financial, Inc. by Assignment of Mortgage dated as of 2/9/2017 and recorded 2/21/2017 as CRFN 2017000070240.

4. Said mortgages A through C, as consolidated, were amended and restated in the amount of $225,000,000.00 by Amended and Restated Fee and Leasehold Mortgage and Security Agreement made between Henry Hudson Holdings LLC, Hudson Leaseco LLC and 58th Street Bar Company LLC and Column Financial, Inc. dated as of 2/9/2017 and recorded 2/21/2017 as CRFN 2017000070241.

5. Said mortgages A through C, as consolidated, were assigned by Column Financial, Inc. to U.S. Bank National Association, not in its individual capacity but solely in its capacity as Trustee in Trust for Holders of CSMC Trust 2017-HD Commercial Mortgage Pass-Through Certificates Series 2017-HD by Assignment of Mortgage dated 3/29/2017 and recorded 2/18/2020 as CRFN 2020000061987.

NOTE: Corrective Assignment of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated as of 5/15/2020 and recorded 5/22/2020 as CRFN 20200000154471 corrects the Assignment recorded 2/18/2020 as CRFN 2020000061987 to include the complete mortgage schedule and correct the acknowledgement.

6. Said mortgages A through C, as consolidated, were assigned by U.S. Bank National Association, not in its individual capacity but solely in its capacity as Trustee in Trust for Holders of CSMC Trust 2017-HD Commercial Mortgage Pass-Through Certificates Series 2017-HD to Holliday Park, LLC by Assignment of Mortgage dated as of 3/20/2020 and recorded 3/31/2020 as CRFN 2020000113455.

NOTE: Corrective Assignment of Amended and Restated Mortgage and Security Agreement and Other Loan Documents dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344627 corrects the Assignment recorded 3/31/2020 as CRFN 2020000113455 to include the complete mortgage schedule.

NOTE: The above mortgage is held by a private lender. Whenever documents are required from the lender such as a satisfaction, assignment, or subordination, such duly executed instrument must be furnished to the company prior to or at closing.

7. Said mortgages A through C, as consolidated, were assigned by Holliday Park, LLC to Security Benefit Life Insurance Company by Assignment of Amended and Restated Mortgage and Security Agreement and Other Loan Documents dated 12/18/2020 and recorded 1/4/2021 as CRFN 2021000000918.

SCHEDULE F

Intentionally Omitted

SCHEDULE G

Cycle 8 Local Law 11 Contracts

Attached

Schedule G

LL 11 Contract Schedule as of January 27, 2022

Vendor	Scope of Work	Date of Contract	Termination Option
APCO	Furnish all labor materials, services and equipment to perform work	2/12/2021	May be terminated at any time with 30 days notice
APCO	Additional Work (northwest bulkhead and PP Canopy window/glass replacement)	2/17/2021	May be terminated at any time with 30 days notice
APCO Change Order #1	Provide necessary site safety materials	3/29/2021	May be terminated at any time with 30 days notice
APCO Change Order #2	Provide necessary site safety materials	3/29/2021	May be terminated at any time with 30 days notice
APCO Change Order #3	Additional Work (masonry on west elevation)	5/12/2021	May be terminated at any time with 30 days notice
APCO Change Order #4	Additional Work (stucco, cap stone, and skylight repair)	12/17/2021	May be terminated at any time with 30 days notice
Gardiner and Theobald	Professional monitoring & close out services for the project	2/17/2021	May be terminated at any time with 3 days notice
ALSA	Provide services during construction, liaison with NYC agencies, amended FISP and Cycle 8B Report & Filing, FISP Inspections/Report and Filing and Cycle 9B	2/17/2021	May be terminated at any time with 5 days notice

SCHEDULE H

Grievances under Labor and Employment Laws

None

SCHEDULE I

Service Contracts

Attached

Schedule I
Contracts In-Place as of February 1, 2022

Vendor	Service	Start Date	Status
California Crown Energy Services	Operation, maintenance, and minor repairs of boiler, refrigerant, air compression, water filter, fuel oil, automation for HVAC, sanitary sewer, and air distribution systems	Sep-21	Contract in place
Atlas Welding and Boiler Repair	Boiler cleaning and burner overhaul	Dec-20	Currently Month to Month (MTM)
Direct Energy	Utilities	May-21	Contract in place
LL84 Energy Benchmarking (Newmark Contract)	Utility management and energy star reporting software solution, Spectrum	Sep-21	Contract in place
Quality Fire Protection	Prepare the amendment to the fire safety & evacuation plan to be submitted to NYCFD for review and acceptance. Prepare amended building Info Card so it is consistent with requirements of NYCFD in addition to training courses	May-21	Contract in place
Ditchik & Ditchik	Tax Appeal Attorneys	Dec-20	Contract in place
Nouveau Elevator	Oil, grease, and survey traction elevators	Dec-20	Contract in place
Lerch Bates	Provide vertical transportation consulting services to include calls, reviews, meetings, and site visits	Jan-21	Contract in place
New York Hotel and Motel Trades Council, AFL-CIO (Union)	Manager (Newmark) agrees to assume management and employ the Hotel employees represented by the Union	Mar-21	Contract in place
Rosenwach Tank	Clean and inspect steel tank compartment, water test, and water tank inspections	Nov-21	Contract in place
RCN Telecom Services	Communication and telecom services	Oct-21	Contract in place
Spectrum Enterprise	Internet, HBO, and HD Video Tier	Jun-19	Contract in place
NuChem	Water treatment	Nov-21	Contract in place
Johnson Controls / TYCO	Fire Central Station Monitoring	Jul-21	Contract in place
New York Security Systems, Inc.	Security Cameras Service and Maintenance	Mar-20	Currently Month to Month (MTM)
Metropolitan Recycling	Waste Removal	Jan-22	Contract pending signature
Constellation	Electricity	Oct-19	Contract in place
JPMcHale	Pest Management	Jan-22	Contract pending signature
Windstream	Voice Circuit		Currently Month to Month (MTM)
Fire Service Inc.	Inspect and Maintain Fire Alarm, smoke detectors	Jul-15	Currently Month to Month (MTM)
Allbridge	T-1 circuit for phone system		Currently Month to Month (MTM)
LDI	Copy machine		Contract in place
Universal Protection Service	*Security*		*Contract Pending*

SCHEDULE J

Allowed Applications

Filings with DOB:

1. Interior alterations to common areas
2. Interior alteration for accessibility upgrades to vacant units
3. Exterior work at common areas such as terraces
4. Alterations to MEP systems at common areas and within vacant units
5. Alterations to sprinkler and standpipe systems at common areas and within vacant units

Filings with FDNY:

1. Upgrades to existing fire alarm system
2. New ARCS system for residential use

SCHEDULE K

List of Violations

Attached

Schedule K

Hudson Open Violations as of January 29, 2022

Department	Address	Violation Number	Date	Type
DOB	358 West 58th Street	021915FISPHAZ75487	2/19/2015	Façade Local Law
DOB	358 West 58th Street	020617E9028/593396	2/6/2017	Elevator PVT
DOB	358 West 58th Street	021918E9028/619075	2/19/2018	Elevator PVT
DOB	358 West 58th Street	021918E9028/619076	2/19/2018	Elevator PVT
DOB	358 West 58th Street	021918E9028/619078	2/19/2018	Elevator PVT
DOB	358 West 58th Street	022118FISPHAZ87279	2/21/2018	Façade Local Law
DOB	358 West 58th Street	021619BENCH00135	2/16/2019	Benchmarking
DOB	358 West 58th Street	031819EARCX10082	3/18/2019	Local Law 87 Energy
DOB	358 West 58th Street	050219BENCH00504	5/2/2019	Benchmarking
DOB	358 West 58th Street	080219BENCH00250	8/2/2019	Benchmarking
DOB	358 West 58th Street	090619ACC101865	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619ACC101866	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619ACC101867	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619ACC101868	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619acc101869	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619acc101870	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619acc101871	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	090619acc101872	9/6/2019	Elevator Affirmation
DOB	358 West 58th Street	110219BENCH00172	11/2/2019	Benchmarking
DOB	358 West 58th Street	121919E9027/668819	12/19/2019	Elevator PVT
DOB	358 West 58th Street	020220BENCH00127	2/2/2020	Benchmarking
DOB	358 West 58th Street	060520E9027/683208	6/5/2020	Elevator PVT
DOB	358 West 58th Street	060520E9027/683211	6/5/2020	Elevator PVT
DOB	358 West 58th Street	062920EARCX00125	6/29/2020	Local Law 87 Energy
DOB	358 West 58th Street	101420AEUHAZ100047	10/14/2020	AEU Failed to Certify
DOB	358 West 58th Street	111120AEUHAZ100042	11/11/2020	AEU Failed to Certify
DOB	358 West 58th Street	032421E9028/697754	3/24/2021	Elevator PVT
DOB	358 West 58th Street	032421E9028/697755	3/24/2021	Elevator PVT
DOB	358 West 58th Street	032421E9028/697757	3/24/2021	Elevator PVT
DOB	358 West 58th Street	032421E9028/697762	3/24/2021	Elevator PVT
DOB	358 West 58th Street	032421E9028/697763	3/24/2021	Elevator PVT
DOB	358 West 58th Street	033121AEUHAZ100050	3/31/2021	AEU Failed to Certify
DOB	358 West 58th Street	042921EGRADE2000727	4/29/2021	Energy Grade
DOB	358 West 58th Street	060221BENCH0277	6/2/2021	Benchmarking
DOB	358 West 58th Street	062021EARCX00169	6/20/2021	Local Law 87 Energy
DOB	358 West 58th Street	080221BENCH00174	8/2/2021	Benchmarking
DOB	358 West 58th Street	280221BENCH00126	11/2/2021	Benchmarking
DOB	358 West 58th Street	110221EGRADE2100531	12/1/2021	Energy Grade
DOB	358 West 58th Street	032421E9028/697761	3/24/2021	Elevator PVT
Oath/ECB	353 West 52nd Street	35635233H	12/2/2021	Facade
Oath/ECB	353 West 57nd Street	39027352R	8/21/2020	Plumbing
Oath/ECB	353 West 57nd Street	39027351P	8/21/2020	Plumbing
Oath/ECB	353 West 57nd Street	35491673L	7/23/2020	Construction Safety
Oath/ECB	353 West 57nd Street	39025513J	7/16/2020	Elevator
Oath/ECB	353 West 57nd Street	39025512H	7/16/2020	Elevator
Oath/ECB	1150 Longwood Avenue	35469596X	7/10/2020	Construction Safety
HPD	353 West 57th Street	14583964 7493041	9/27/2021	
HPD	353 West 57th Street	14583965 7493041	9/27/2021	
HPD	353 West 57th Street	14583966 7493041	9/27/2021	
HPD	353 West 57th Street	14583967 7493041	9/27/2021	
HPD	353 West 57th Street	14583968 7493041	9/27/2021	
HPD	353 West 57th Street	14583969 7493041	9/27/2021	
HPD	353 West 57th Street	13945387 7083011	2/6/2021	
HPD	353 West 57th Street	13945388 7083011	2/6/2021	
HPD	353 West 57th Street	13945389 7083012	2/6/2021	
HPD	353 West 57th Street	12974778 6430757	3/22/2019	

HPD	353 West 57th Street	12974781 6430757	3/22/2019
HPD	353 West 57th Street	12974782 6430757	3/22/2019
HPD	353 West 57th Street	12974783 6430757	3/22/2019
HPD	353 West 57th Street	12974784 6430757	3/22/2019
HPD	353 West 57th Street	12974786 6430757	3/22/2019
HPD	353 West 57th Street	12974791 6430756	3/22/2019
HPD	353 West 57th Street	12974793 6430757	3/22/2019
HPD	353 West 57th Street	12402840 6101206	5/25/2018
HPD	353 West 57th Street	12402900 6101205	5/25/2018
HPD	353 West 57th Street	12402939 6101205	5/25/2018
HPD	353 West 57th Street	12402960 6101205	5/25/2018
HPD	353 West 57th Street	12402970 6101205	5/25/2018
HPD	353 West 57th Street	12402980 6101205	5/25/2018
HPD	353 West 57th Street	12403033 6101205	5/25/2018
HPD	353 West 57th Street	12403073 6101205	5/25/2018
HPD	353 West 57th Street	12360465 6078081	4/27/2018
HPD	353 West 57th Street	12360466 6078081	4/27/2018
HPD	353 West 57th Street	12360467 6078081	4/27/2018
HPD	353 West 57th Street	12360468 6078081	4/27/2018
HPD	353 West 57th Street	12360469 6078081	4/27/2018
HPD	353 West 57th Street	12360470 6078081	4/27/2018
HPD	353 West 57th Street	12360471 6078081	4/27/2018
HPD	353 West 57th Street	12360472 6078081	4/27/2018
HPD	353 West 57th Street	12360476 6078082	4/27/2018
HPD	353 West 57th Street	12360479 6078081	4/27/2018
HPD	353 West 57th Street	12356614 6076238	4/19/2018
HPD	353 West 57th Street	12356616 6076238	4/19/2018
HPD	353 West 57th Street	12356617 6076238	4/19/2018
HPD	353 West 57th Street	12356618 6076238	4/19/2018
HPD	353 West 57th Street	12356619 6076239	4/19/2018
HPD	353 West 57th Street	12356620 6076239	4/19/2018
HPD	353 West 57th Street	12356621 6076238	4/19/2018
HPD	353 West 57th Street	12356622 6076238	4/19/2018
HPD	353 West 57th Street	12356623 6076238	4/19/2018

HPD	353 West 57th Street	12356624 6076239	4/19/2018
HPD	353 West 57th Street	12356625 6076238	4/19/2018
HPD	353 West 57th Street	12356626 6076238	4/19/2018
HPD	353 West 57th Street	12356627 6076239	4/19/2018
HPD	353 West 57th Street	12356629 6076238	4/19/2018
HPD	353 West 57th Street	12356632 6076238	4/19/2018
HPD	353 West 57th Street	12356633 6076238	4/19/2018
HPD	353 West 57th Street	11827788 5775996	6/13/2017
HPD	353 West 57th Street	11827792 5775995	6/13/2017
HPD	353 West 57th Street	10618390 5067019	3/4/2015
HPD	353 West 57th Street	10201525 4816874	4/8/2014
HPD	353 West 57th Street	10201554 4816874	4/8/2014
HPD	353 West 57th Street	10201563 4816874	4/8/2014
HPD	353 West 57th Street	10026351 4719539	11/1/2013
HPD	353 West 57th Street	10026365 4719540	11/1/2013
HPD	353 West 57th Street	10026371 4719540	11/1/2013
HPD	353 West 57th Street	10026438 4719540	11/1/2013
HPD	353 West 57th Street	9673031 4535288	12/10/2012
HPD	353 West 57th Street	9673032 4535288	12/10/2012
HPD	353 West 57th Street	9673033 4535288	12/10/2012
HPD	353 West 57th Street	9588710 4492749	9/18/2012
HPD	353 West 57th Street	9588712 4492749	9/18/2012
HPD	353 West 57th Street	7726100 3574084	2/13/2009
HPD	353 West 57th Street	7726101 3574084	2/13/2009
HPD	353 West 57th Street	7726102 3574084	2/13/2009
HPD	353 West 57th Street	7726103 3574084	2/13/2009
HPD	353 West 57th Street	7500040 3475094	9/28/2008
HPD	353 West 57th Street	7500041 3475094	9/28/2008
HPD	353 West 57th Street	7500042 3475094	9/28/2008
HPD	353 West 57th Street	7500043 3475094	9/28/2008
HPD	353 West 57th Street	7500044 3475094	9/28/2008
HPD	353 West 57th Street	6905564 3080579	8/29/2007
HPD	353 West 57th Street	6905565 3080579	8/29/2007
HPD	353 West 57th Street	6839019 3028321	7/17/2007
HPD	353 West 57th Street	6839025 3028323	7/17/2007
HPD	353 West 57th Street	6839026 3028322	7/17/2007
HPD	353 West 57th Street	6753969 2975912	5/18/2007
HPD	353 West 57th Street	6753979 2975912	5/18/2007
HPD	353 West 57th Street	6753984 2975912	5/18/2007
HPD	353 West 57th Street	6753988 2975913	5/18/2007

HPD	353 West 57th Street	6202732 2689172	6/7/2006	
HPD	353 West 57th Street	6202734 2689173	6/7/2006	
HPD	353 West 57th Street	5071186 2205265	8/12/2004	
HPD	353 West 57th Street	5027531 2179698	7/12/2004	
HPD	353 West 57th Street	2956279 607649	7/31/1998	
HPD	353 West 57th Street	256276 607647	9/8/1995	
Oath/ECB	353 West 57nd Street	011714775N	12/20/2019	FDNY
Oath/ECB	353 West 57nd Street	011801427X	8/12/2021	FDNY
Oath/ECB	353 West 57nd Street	0204793106	1/3/2019	Dep Ind Wsdt Ctrl
Oath/ECB	353 West 57nd Street	0881202035	2/20/2020	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881202044	2/20/2020	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881202053	2/20/2020	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0600214423	4/11/2020	Dep-BWSO
Oath/ECB	353 West 57nd Street	0600214432	4/11/2020	Dep-BWSO
Oath/ECB	353 West 57nd Street	0600214441	4/11/2020	Dep-BWSO
Oath/ECB	353 West 57nd Street	0600214450	4/11/2020	Dep-BWSO
Oath/ECB	353 West 57nd Street	0600214460	4/11/2020	Dep-BWSO
Oath/ECB	353 West 57nd Street	0600214479	4/11/2020	Dep-BWSO
Oath/ECB	353 West 57nd Street	01172610 7J	3/10/2020	FDNY
Oath/ECB	353 West 57nd Street	0881251838	5/14/2021	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881251782	5/14/2021	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881251791	5/14/2021	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881251800	5/14/2021	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881251810	5/14/2021	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881251829	5/14/2021	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881168256	3/27/2029	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881168265	3/27/2029	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881168283	3/27/2029	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	0881168292	3/27/2029	DOHMH Cooling Twrs
Oath/ECB	353 West 57nd Street	011677523K	2/14/2019	FDNY
Oath/ECB	353 West 57nd Street	011746067M	7/24/2020	FDNY
Oath/ECB	353 West 57nd Street	011788741K	8/10/2021	FDNY
Oath/ECB	358 West 58th Street	0871163298	4/26/2019	DOHMH-Water Tank
Oath/ECB	358 West 58th Street	011620599J	6/27/2019	FDNY
Oath/ECB	358 West 58th Street	011729920X	12/2/2019	FDNY

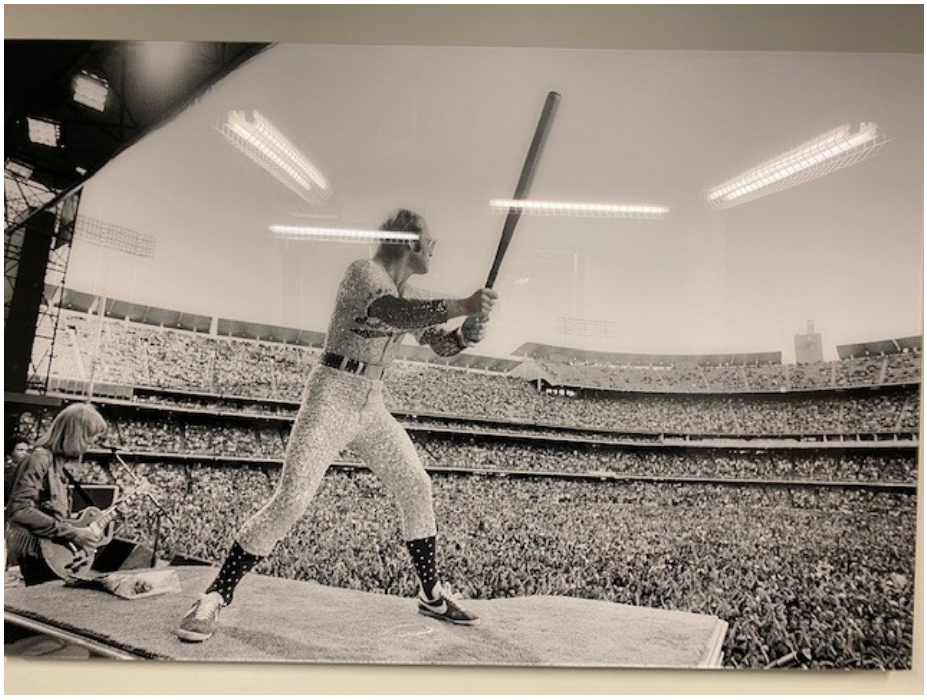
SCHEDULE L

[Excluded Personal Property]

Attached

Schedule L

Hudson Excluded Property as of January 29, 2022



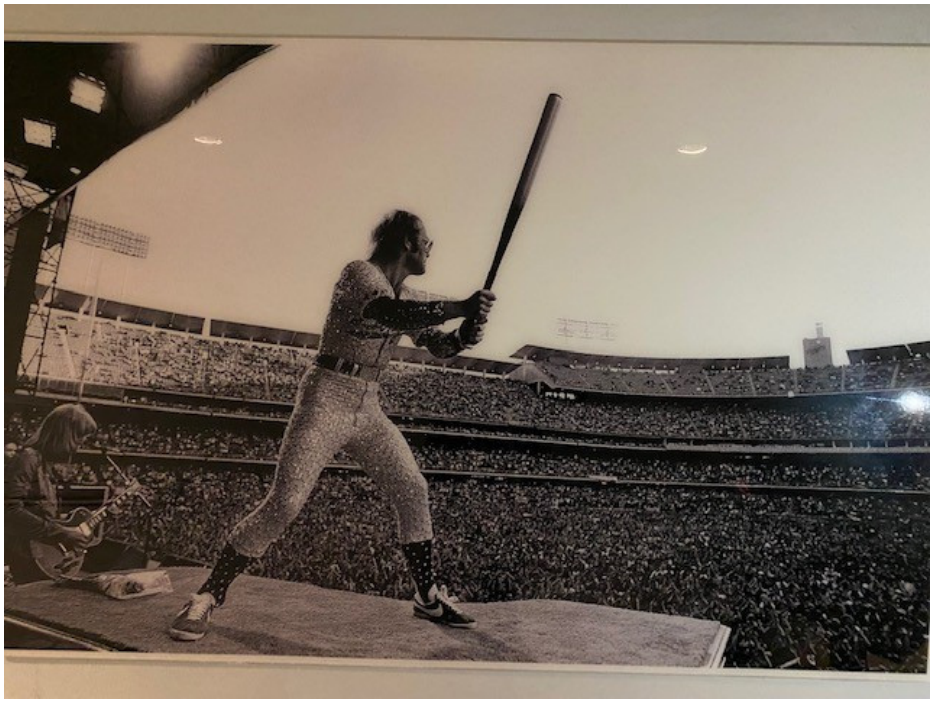


EXHIBIT B

DESIGNATED SERVICE CONTRACTS

(attached hereto)

EXHIBIT C-1

FORM OF CONFIRMING ESTOPPEL FOR 10TH FLOOR LEASE

(attached hereto)

LEASE ESTOPPEL CERTIFICATE

Landlord: Hudson 10th Floor LLC, a Delaware limited liability company, with an address at c/o SchatzCo V, LLC, 1325 Avenue of the Americas, 28th Floor, New York, New York 10019

Tenant: EC 58th Street LLC, a Delaware limited liability company, having an address at c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022

Assignee: 356W58 Ground Lessor LLC, a Delaware limited liability company, having an address of c/o MSP Capital Investments, L.L.C., Woodlawn Hall at Old Parkland, 3953 Maple Ave., Suite 350, Dallas, Texas 75219

Premises: 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York, Unit No. 6

The undersigned Landlord, Hudson 10th Floor LLC, a Delaware limited liability company, with an address at c/o SchatzCo V, LLC, 1325 Avenue of the Americas, 28th Floor, New York, New York 10019 (the "Landlord"), successor to Adrienne Schatz and Cheryl Hirsh, as Executrices of the last will and testament of Irving Schatz, as fee owner of the condominium unit known as Unit No. 6 (the "Tenth Floor Unit") in the condominium known as 353 West 57th Street Condominium, in the building known as and having the street address of 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York (the "Premises") and described on Exhibit A attached hereto, is Lessor under that certain Amended and Restated Lease dated as of February 11, 1999 made by Irving Schatz, as original Lessor and Ian Schrager Hotels LLC, as original Lessee, as referenced in a memorandum of lease dated as of February 12, 1999 and recorded March 23, 1999 in Reel 2841 Page 1872 (the "Tenth Floor Unit Lease"), as assigned by Assignment and Assumption of Lease made by and between Ian Schrager Hotels LLC, as assignor, to Henry Hudson Holdings LLC, as assignee, dated as of February 12, 1999 and recorded March 23, 1999 in Reel 2841 Page 1882, and as amended by an unrecorded Amendment to Lease made by and between Irving Schatz and Henry Hudson Holdings LLC dated as of August 17, 2004, and as further assigned by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by and between Henry Hudson Holdings LLC, as assignor, and EC 58th Street LLC as assignee, dated as of November 24, 2020 and recorded December 4, 2020 in CRFN 2020000344630, hereby certifies as follows:

1. The Tenth Floor Unit Lease is now in full force and effect, and has not been further amended, modified or supplemented. There do not exist any other agreements (including subordination, non-disturbance and attornment agreements) concerning the Tenth Floor Unit, whether oral or written to which Landlord and Tenant (or the predecessors or successors of either) are parties.

2. The lease term under the Tenth Floor Unit Lease commenced on December 1, 1997 and expires on November 30, 2096, unless sooner terminated or extended in accordance with the terms of the Tenth Floor Unit Lease. There are no options to renew

3. The amount of Monthly Base Rent under the Tenth Floor Unit Lease is currently $57,536.14 per month.

4. The Monthly Base Rent and all other charges (if any) have been paid through May 2022.

5. To the best knowledge of Landlord, there are no existing defaults (or events which, with the passage of time or the giving of notice, or both, would constitute a default) on the part of either Landlord or Tenant in the performance of any covenant, agreement, term, provision or condition contained in the Tenth Floor Unit Lease.

6. Landlord is not holding a security deposit under the Tenth Floor Unit Lease but that lease requires that a security deposit in the amount of $250,000.00 be posted with Landlord upon an assignment of the lease.

7. There are currently no mortgages, deeds of trust or other security instruments encumbering the fee interest in the Tenth Floor Unit.

8. As of the date hereof, no options, rights of first refusal, rights to terminate, renew or extend the Tenth Floor Unit Lease other than as described in the Tenth Floor Unit Lease exist.

9. Landlord agrees that this Estoppel Certificate may be relied upon by Tenant, any mortgagee of Tenant, Assignee, any mortgagee of Assignee, any sublessee of Assignee, any mortgagee of any sublessee of Assignee, and all of their respective successors and assigns.

10. Landlord's address for notices under the Tenth Floor Unit Lease is:

Hudson 10th Floor LLC
c/o SchatzCo V, LLC
1325 Avenue of the Americas, 28th Floor
New York, New York 10019

With a copy to:

Armstrong Teasdale LLP
7 Times Square, 44th Floor
New York, NY 10036
Attention: Howard Schechter, Esq.

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Tenth Floor Unit Lease.

LANDLORD:

HUDSON 10TH FLOOR LLC
a Delaware limited liability company

By: _____
Name:_____
Title: _____

EXHIBIT A

Legal Description of the Premises and Tenth Floor Unit

The Condominium Unit (the "Unit") known as the Tenth Floor Unit, also known as Unit 6 in the premises known as 353 West 57th Street Condominium and by the street number 353-361 West 57th Street a/k/a 356 West 58th Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as the Tenth Floor and also known as Unit 6 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 April 11, 1985 and recorded April 24, 1985 in the Office of the Register of The City of New York, County of New York, in Reel 902, Page 1, as amended by the Amendment of Declaration, dated January 29, 1993 and recorded May 11, 1993 in the Office of the Register of the City of New York, in the County of New York, in Reel 1969 and Page 2286, as further amended by the Amended and Restated Declaration, dated February 12, 1999 and recorded July 16, 1999 in the Office of the Register of the City of New York, in the County of New York, in Reel 2913 and Page 1753, and Amendment to Amended and Restated Declaration, dated September 30, 1999 and recorded October 27, 1999 in the Office of the Register of the City of New York, in the County of New York in Reel 2979 and Page 2159 (which Declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated and described as Tax Lot No. 1706, Block 1048, Section 4, Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of said Building certified by Butler Rogers Baskett Architects, on March 27, 1985 and filed on April 22, 1985 as Condominium Plan No. 208, and on April 24, 1985 as Map No. 4326, as amended on December 14, 1992 and filed on May 5, 1993 as Plan No. 208A (Amendment to Plan No. 208), and on May 11, 1993 as Map No. 5192 in the aforesaid Register's Office.

The land upon which the Building containing the Unit is erected is described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street distant 20 feet easterly from the corner formed by theintersection of the easterly side of 9th Avenue with the northerly side of 57th Street;

RUNNING THENCE easterly along the said northerly side of 57th Street, 155 feet;

THENCE northerly parallel with 9th Avenue 200 feet 10 inches to the southerly side of 58th Street;

THENCE westerly along the said southerly side of 58th Street 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of 58th Street with the easterly side of 9th Avenue;

THENCE southerly parallel with 9th Avenue and part of the distance through a party wall 100 feet 10 inches;

THENCE westerly parallel more or less with 58th Street 20 feet; and

THENCE southerly and part of the way through another party wall 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

Together with an undivided 3.89067% interest in the Common Elements (as such term is defined in the Declaration).

EXHIBIT C-2

FORM OF CONFIRMING ESTOPPEL FOR CONDOMINIUM BOARD OF MANAGERS

(attached hereto)

CONDOMINIUM ESTOPPEL CERTIFICATE

TO:

CSC Hudson LLC ("Purchaser")
c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013

Re: The (i) declaration of condominium dated April 11, 1985 made by Irving Schatz (the "Original Declaration") pursuant to Article 9-B of the Real Property Law of the State of New York, as amended establishing a plan for condominium ownership of which Original Declaration was recorded in the New York County Office of the Register of the City of New York on April 24, 1985 in Reel 902 Page 1, which Original Declaration was amended by the First Amendment to Declaration made by Irving Schatz dated January 29, 1993 and recorded May 11, 1993 in Reel 1969 Page 2286 and which Original Declaration was further amended by the Amended and Restated Declaration, dated as of February 12, 1999, made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch (the "A&R Declaration"), which A&R Declaration was recorded July 16, 1999 in Reel 2913 Page 1753 (and which A&R Declaration, by its terms, restated the Original Declaration in its entirety), and which A&R Declaration was amended by the Amendment to Amended and Restated Declaration, dated September 30, 1999, and recorded on October 27, 1999 in Reel 2979 Page 2159 (collectively, the "Declaration"); (ii) by-laws, including the rules and regulations and all other exhibits and schedules attached thereto (the "By-Laws") of 353 West 57th Street Condominium (the "Condominium"); and (iii) Purchase and Sale Agreement (the "PSA"), dated February 3, 2022, by and between the EC 58th Street LLC, a Delaware limited liability company, having an address at c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022 (the "Seller"), and CSC Hudson, LLC, a Delaware limited liability company, having an address at c/o CSC Co-Living, 6 St. Johns Lane, New York, New York 10013 ("Purchaser") for the conveyance of Unit 1 and Unit 2 of the Condominium (the "Owned Units") and Unit 4 and Unit 6 of the Condominium (the "Leased Units") (collectively, the "Units"). Capitalized terms used herein and not defined shall have the meaning ascribed to such terms in the Condominium Documents and the PSA.

The undersigned is a duly authorized representative of the Board of Managers of the Condominium (the "Board"). The Board, hereby certifies to Purchaser as follows:

1. All Common Charges with respect to the Units which are due have been paid in full and, there are no outstanding liens, claims, dues or charges (including, without limitation, Common Charge Liens) due to the Condominium with respect to the Units. There are no pending emergency or special assessments, capital improvements, remedial assessments, unpaid liens or other financial obligations imposed by the Board with respect to the Units, and the Seller is current in regard to all its financial obligations to the Board and the Condominium.

2. The current total monthly Common Charges for the Units are as follows:

    a. Unit 1: $0.00.

    b. Unit 2: $0.00.

    c. Unit 4: $0.00.

    d. Unit 6: $0.00.

3. Neither the Board nor any party to any Condominium Document has a right of first refusal to lease or purchase the Units and Seller may freely without hindrance lease or sell the Units pursuant to the express terms of the Condominium Documents.

4. The Board has no claims, demands, or offset rights against Seller.

5. The Declaration and By-Laws are in full force and effect and have not been modified or supplemented or amended except as set forth above.

6. To the actual knowledge of the undersigned on behalf of the Board, neither the Units nor Seller is in violation or breach of, or in default under, any of the Condominium Documents, and the Board has no actual knowledge of any event or condition which, with the passage of time or the giving of notice or both, would constitute such a violation, breach or default by the Units or Seller. To the best of the knowledge of the undersigned on behalf of the Board, the Board has not received written notice of any claims, demands, causes of action or proceedings, pending or threatened, against the Units or Seller.

7. The undersigned representative of the Board agrees that this Estoppel Certificate may be relied upon by Purchaser, any assignee of Purchaser's rights under the PSA (collectively, "Assignee"), any mortgagee of Purchaser, any mortgagee of Assignee, any lessee or sublessee of Purchaser, any lessee or sublessee of Assignee, any mortgagee of any lessee or sublessee of Purchaser, any mortgagee of any lessee or sublessee of Assignee, and all of their respective successors and assigns.

8. The undersigned representative of the Board is duly authorized and fully qualified to execute this Estoppel Certificate on behalf of the Board thereby binding the Board and the Condominium.

[Signatures follow]

EXHIBIT C-3

FORM OF CONFIRMING ESTOPPEL FOR STORE UNIT LEASE

(attached hereto)

LEASE ESTOPPEL CERTIFICATE

Landlord: A & C West 57 LLC, a New York limited liability company, with an address at c/o Schatzco V, LLC, 1325 Avenue of the Americas, 28th Floor, New York, NY 10019

Tenant: EC 58th Street LLC, a Delaware limited liability company, having an address at c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022

Assignee: 353W57 1704, LLC, a Delaware limited liability company, having an address of _____.

Premises: 353 West 57th Street Condominium, 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York, Unit No. 4

The undersigned Landlord, A & C West 57 LLC, a New York limited liability company, with an address at c/o Schatzco V, LLC, 250 West 57th Street, Suite 901, New York, NY 10107 (the "Landlord"), successor to Adrienne Schatz and Cheryl Hirsh as fee owner of the condominium unit known as Unit No. 4 (the "Store Unit") in the condominium known as 353 West 57th Street Condominium in the building known as and having the street address of 353-361 West 57th Street a/k/a 356 West 58th Street, New York, New York, Borough of Manhattan, City, County and State of New York (the "Premises") and described on Exhibit A attached hereto, is Lessor under that certain Lease dated as of January 1, 1999 made by Adrienne Schatz and Cheryl Hirsh as original Landlord and Henry Hudson Holdings LLC, as original Tenant, as referenced in a memorandum of lease dated as of September 30, 1999 and recorded on October 27, 1999 in Reel 2979 Page 2172 ("Store Unit Lease"), as amended by an unrecorded Amendment to Lease dated as of September 30, 1999, and as further amended by an unrecorded Amendment to Lease dated as of August 13, 2004, and as assigned by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by and between Henry Hudson Holdings LLC, as assignor, and EC 58th Street LLC, as assignee, dated as of November 24, 2020, recorded on December 4, 2020 in CRFN 2020000344629, hereby certifies as follows:

1. The Store Unit Lease is now in full force and effect, and has not been further amended, modified or supplemented. There do not exist any other agreements (including subordination, non-disturbance and attornment agreements) concerning the Store Unit, whether oral or written to which Landlord and Tenant (or the predecessors or successors of either) are parties.

2. The lease term under the Store Unit Lease commenced on January 1, 1999 and expires on December 31, 2098, unless sooner terminated or extended in accordance with the terms of the Store Unit Lease. There are no options to renew.

3. The amount of Monthly Base Rent under the Store Unit Lease is currently $32,296.53 per month.

4. The Monthly Base Rent and all other charges (if any) have been paid through May 2022.

5. To the best knowledge of Landlord, there are no existing defaults (or events which, with the passage of time or the giving of notice, or both, would constitute a default) on the part of either Landlord or Tenant in the performance of any covenant, agreement, term, provision or condition contained in the Store Unit Lease.

6. Landlord is holding a security deposit under the Store Unit Lease in the amount of $31,250.00. The security deposit required under the Store Unit Lease is currently $48,444.80. None of the security deposit has been applied by Landlord to payment of rent or any other amounts due under the Store Unit Lease, except as follows: NONE.

7. There are currently no mortgages, deeds of trust or other security instruments encumbering the fee interest in the Store Unit.

8. As of the date hereof, no options, rights of first refusal, rights to terminate, renew or extend the Store Unit Lease other than as described in the Store Unit Lease exist.

9. Landlord agrees that this Estoppel Certificate may be relied upon by Tenant, any mortgagee of Tenant, Assignee, any mortgagee of Assignee, and all of their respective successors and assigns.

10. Landlord's address for notices under the Store Unit Lease is:

A & C West 57 LLC
c/o SchatzCo V, LLC
1325 Avenue of the Americas, 28th Floor
New York, New York 10019

With a copy to:

Armstrong Teasdale LLP
7 Times Square, 44th Floor
New York, NY 10036
Attention: Howard Schechter, Esq.

Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Store Unit Lease.

[The remainder of this page is left blank intentionally.]

LANDLORD:

A & C WEST 57 LLC
a New York limited liability company

By: _____
Name:_____
Title: _____

EXHIBIT A

Legal Description of Premises and the Store Unit

The Condominium Unit (the "Unit") known as the Store Unit, also known as Unit No. 4 in the premises known as 353 West 57th Street Condominium and by the street number 353-361 West 57th Street a/k/a 356 West 58th Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as the Store Unit and also known as Unit No. 4 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 April 11, 1985 and recorded April 24, 1985 in the Office of the Register of The City of New York, County of New York, in Reel 902, Page 1, as amended by the Amendment of Declaration, dated January 29, 1993 and recorded May 11, 1993 in the Office of the Register of the City of New York, in the County of New York, in Reel 1969 and Page 2286, as further amended by the Amended and Restated Declaration, dated February 12, 1999 and recorded July 16. 1999 in the Office of the Register of the City of New York, in the County of New York, in Reel 2913 and Page 1753, and Amendment to Amended and Restated Declaration, dated September 30, 1999 and recorded October 27, 1999 in the Office of the Register of the City of New York, in the County of New York in Reel 2979 and Page 2159 (which Declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated and described as Tax Lot No. 1704 in Block 1048, Section 4, Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of said Building certified by Butler Rogers Baskett Architects, on March 27, 1985 and filed on April 22, 1985 as Condominium Plan No. 208, and on April 24, 1985 as Map No. 4326, as amended on December 14, 1992 and filed on May 5, 1993 as Plan No. 208A (Amendment to Plan No. 208), and on May 11, 1993 as Map No. 5192 in the aforesaid Register's Office.

The land upon which the Building Containing the Unit is erected is described as follows:

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lyingand being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street distant 20 feet easterly from the corner formed by the intersection of the easterly side of 9th Avenue with the northerly side of 57th Street;

RUNNING THENCE easterly along the said northerly side of 57th Street, 155 feet;

THENCE northerly parallel with 9th Avenue 200 feet 10 inches to the southerly side of 58th Street;

THENCE westerly along the said southerly side of 58th Street 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of 58th Street with the easterly side of 9th Avenue;

THENCE southerly parallel with 9th Avenue and part of the distance through a party wall 100 feet 10 inches;

THENCE westerly parallel more or less with 58th Street 20 feet; and

THENCE southerly and part of the way through another party wall 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

TOGETHER with an undivided 0.34577 interest in the Common Elements (as such term is defined in the Declaration).

EXHIBT D

EXECUTED ALTERNATIVE AGREEMENT

(attached hereto)

MEMORANDUM OF AGREEMENT

This Agreement (the "Agreement") is by, between and among **EC 58th Street LLC d/b/a The Hudson Hotel,** as Seller Party on their own behalf and on behalf of any of their related and affiliated entities, and any current or future owner, manager, or operator, and their respective successors and assigns (hereinafter referred to as the "Seller"), **CSC Hudson LLC** on their own behalf and on behalf of any related and affiliated entities, and any current or future owner, manager, or operator, and their respective successors and assigns (collectively hereinafter referred to as "Purchaser" or "Employer") and the New York Hotel and Motel Trades Council, AFL-CIO (the "Union" or "HTC").

WHEREAS, the Seller and the Union are bound to the Hotel Association of New York City, Inc. – New York Hotel and Motel Trades Council, AFL-CIO Industry Wide Collectively Bargaining Unit (the CBA referred to as the "IWA") with respect to the property located at 356 West 58th Street, New York, NY 10019 (the "Property").

WHERAS, HTC represents employees employed by Seller and at the Property ("Bargaining Unit") are currently comprised of employees listed in Attachment A ("Current Employees");

WHEREAS, the Seller and Purchaser have discussed a transaction pursuant to which the Seller will sell the Property upon which the former Hudson Hotel (the "Hotel") was operated, which Hotel is subject to the IWA; and

WHEREAS, the Purchaser intends to renovate the Property and operate it as a residential building.

NOW, THEREFORE, IT IS AGREED:

1. Effective immediately upon the Closing of the transaction, the Purchaser shall offer voluntary enhanced severance pay in the amount of thirty-five days (35) days per year of employment with the Hotel ("Enhanced Severance"), in addition to any Article 52 severance, minus any bridge payments already made, less usual statutory deductions, to all of the Hotel's Current Employees, as listed in Attachment A. The amount of Enhanced Severance will be calculated in accordance with the provisions of IWA Article 52, using the years of service and wage rate as of today's date. Only Article 52 severance pay shall be subject to Fund contributions. The payment of Enhanced Severance to the Hotel's Employees as listed in Attachment A shall constitute full satisfaction of any obligation of the Seller and Purchaser under Articles 52 and 57 of the IWA with respect to any employees or former employees of the Hotel. All employees accepting Enhanced Severance shall, as a condition of receiving same, execute a general release.

2. The Purchaser shall pay withdrawal liability to the Pension Fund in an amount assessed by the Pension fund using the Segal Blend formula in one lump sum payment within 60 days of the receipt of the demand to pay withdrawal liability from the Pension Fund.

3. Purchaser intends to convert the Hotel into market based residential housing or any other use other than a hotel or private membership club (collectively referred to as "converted use"). Unless and until the Purchaser converts the Property into market based residential housing, the IWA shall continue to apply (e.g., the Purchaser obtains all of the necessary

permits and approvals and commence renovations). No engineers shall be laid off during the renovation of the Property.

4. If Purchaser, or its successor thereafter operates a hotel, private membership club, or food and beverage operation at the Property, or if the residential building offers leases of less than one (1) year, the former Employees shall be recalled and Purchaser, or its successor, shall be subject to the terms and conditions of the IWA and any agreements or practices supplementing the IWA, including the right to daily room clean. All current employees shall retain their rights to all fairly claimable bargaining unit work at the Property.

5. Upon Local 94-94A-94B International Union of Operating Engineers, AFL-CIO ("Local 94") presenting signed authorization cards to the Purchaser demonstrating that Local 94 has the support of the majority of engineering bargaining unit employees, the Purchaser shall recognize Local 94 as the exclusive bargaining representative of bargaining unit employees.

6. Upon Purchaser's recognition of Local 94 as described above in Paragraph 6, the Purchaser agrees to adopt the terms of the Residential Building Agreement between the Realty Advisory Board on Labor Relations Incorporated and Local 94-94A-94B International Union of Operating Engineers, AFL-CIO (Local 94 CBA). The Purchaser shall sign a separate assent to the Local 94 CBA. No engineer shall be laid off, suffer a loss of hours, hourly or weekly wages, or suffer any other adverse effect as a result of the execution, assignment, or adoption of this Agreement. It is understood that the current engineering employees will receive enhanced severance pursuant to Paragraph 1 above.

7. Upon Local 32BJ SEIU ("32BJ") presenting signed authorization cards to the Purchaser demonstrating that 32BJ has the support of the majority of the non-engineering bargaining unit employees, the Purchaser shall recognize 32BJ as the exclusive bargaining representative of bargaining unit employees.

8. Upon the Purchaser's recognition of 32BJ as described above in Paragraph 4, the Purchaser agrees to adopt the terms of the Apartment Building Agreement between the Realty Advisory Board on Labor Relations Incorporated and Service Employees International Union, Local 32BJ ("32BJ Contract"). The Purchaser shall sign a separate assent to the 32BJ Contract. Bargaining unit positions in the converted use of the Property shall first be offered to Current Employees by seniority.

9. The HTC will disclaim interest in the above-described Bargaining Unit, upon the Purchaser's recognition of Local 94 and 32BJ as described above in Paragraphs 6 and 8.

10. This Agreement shall be binding on Purchaser's successors and assigns in accordance with IWA Article 59, the entirety of which is incorporated herein by reference. Purchaser agrees to adopt and assume the IWA subject to this Agreement. Upon closing of the sale of the Property to Purchaser, Seller shall be deemed to have complied with Article 59 of the IWA by virtue of this Agreement.

11. With the exception of disputes arising under Paragraphs 6 and 8 above, any disputes between the parties or regarding this Agreement shall be subject to binding arbitration

pursuant to the grievance and arbitration provisions of the IWA, the entirety of such grievance and arbitration provisions being incorporated herein by reference. Disputes arising under Paragraphs 7 or 9 above shall be subject to binding arbitration pursuant to the respective grievance and arbitration provisions of the Local 94 or 32BJ Contract, the entirety of such grievance and arbitration provisions being incorporated herein by reference.

12. This Agreement shall be subject to ratification by the Union.

Dated: _____, 2022

SELLER:

By: Anthony D. Minella
Title: President
Authorized to Sign

HTC:

Richard Maroko
President
Authorized to Sign

PURCHASER:

By: Sal Smeke/ Alberto Smeke
Title:
Authorized to Sign

32BJ:

3-8-2022

By:
Title: Vice Pres.
Authorized to Sign

Local 94

By:
Title:
Authorized to Sign

4896-1634-2028, v. 2

ACTIVE 62680379v2

ACTIVE 62771130v1

pursuant to the grievance and arbitration provisions of the IWA, the entirety of such grievance and arbitration provisions being incorporated herein by reference. Disputes arising under Paragraphs 7 or 9 above shall be subject to binding arbitration pursuant to the respective grievance and arbitration provisions of the Local 94 or 32BJ Contract, the entirety of such grievance and arbitration provisions being incorporated herein by reference.

12. This Agreement shall be subject to ratification by the Union.

Dated: _____, 2022

SELLER:

By: Anthony D. Minella
Title: President
Authorized to Sign

HTC:

Richard Maroko
President
Authorized to Sign

PURCHASER:

By: Sal Smeke/ Alberto Smeke
Title:
Authorized to Sign

32BJ:

By:
Title:
Authorized to Sign

Local 94

By: Kubert Brown
Title: Business Manager
Authorized to Sign

4896-1634-2028, v. 2

ACTIVE 62680379v2

ACTIVE 62771130v1

EXHIBIT E

ALLOCATION OF PURCHASE PRICE

EBC Unit	$98,500,000
Modified Hotel Unit	$101,750,000
10TH Floor Unit	$6,600,000
Store Unit	$650,000

Exhibit B

Form of Memorandum of Tang Studio Architect, LLC

(Attached hereto)

TANG STUDIO
Architect, LLC

Edwin Tang, AIA, CFM
1452 College Point Blvd
College Point, NY 11356
347.612.3249
office@tangstudiollc.com

April 18, 2022

Parkview Financial REIT, LP and
Parkview Financial 2020, LP,
℅ Mr. Paul Rahimian
Parkview Financial REIT, LP
11601 Wilshire Blvd, Suite 2100
Los Angeles, CA 90025

&

356W58 Ground Lessor LLC
c/o MSP Capital Investments LLC
3953 Maple Avenue, Suite 350
Dallas, Texas 75219

Re: Zoning Compliance and Tenant Protection Plan for 353 W 57 St, New York NY 10019 (Hudson Hotel)

Dear Sir or Madam,

Zoning Compliance
The subject property is a split lot located in two zoning districts, C6-4 and C1-8 commercial zoning districts, as well as the special Clinton District with a portion in the perimeter area and a portion in the northern sub area of the special Clinton District. Residential use is permitted as of right in both districts. Per the seller's existing zoning analysis prepared by their architect on 8/31/2021, the building contains a total of 437,597 gross square feet, of which 410,602 counts as zoning square footage after taking the as-of-right floor area exemption for mechanical spaces throughout the building.

The lot contains 29,155 square feet, and the buildable floor area ratio (FAR) is 10.0 and 9.0, respectively for the portions of the lot located in the C6-4 and C1-8 districts. Even if fully at the higher 10.0 FAR, only 291,550 sf of floor area would normally be buildable as a maximum. However, since the building was built prior to the current zoning regulations enacted in 1961, the overbuilt floor area is lawfully noncompliant and permitted to be converted from hotel use to market rate residential by electing the provisions of ZR 15-00 and NYS Multiple Dwelling Law section 277, for which the subject lot qualifies by virtue of its existence prior to the current 1961 zoning resolution and by virtue of its location in community district 4 of the borough of Manhattan.

In electing ZR 15-00, MDL Article 7B is invoked, where under section 277 indicates the following:

> Any building in any city of more than one million persons which at any time prior to January first, nineteen hundred seventy-seven was occupied for loft, commercial, institutional, public, community facility or manufacturing purposes, may, notwithstanding any other article of this chapter, or any provision of law covering the same subject matter (except as otherwise required by the local zoning law or resolution), be occupied in whole or in part for joint living-work quarters for artists or general residential purposes if such occupancy is in compliance with this article. Such occupancy shall be permitted only if the following conditions are met and complied with.

The above provision allows the existing floor area to be converted to general residential purposes as long as the provisions of MDL 277 are met. The proposed conversion to general residential use will comply with the requirements of MDL section 277.

Under ZR 15-111 "number of permitted dwelling units" it also specifies that where the total floor area on the zoning lot exceeds the maximum floor area permitted by the applicable district regulations, such excess floor area may be converted in its entirety to residences."

The provisions of ZR 15-12 require that at least 30 percent of the gross roof area of a building containing 15 dwelling units shall be provided for recreational use, and fore each additional dwelling unit, 100 square feet of additional roof area shall be provided for recreational use, up to a maximum of 50 percent of gross roof area. The subject building will have up to 440 units, and therefore be subject to providing 50 percent of gross roof area for recreational use. The existing roof areas currently located on floors 3, 4, 14, 17, 20, 21, 23 and 24 total 19,085 sf, of which 16,395 sf will continue to be maintained as recreational areas accessible to all residents in the building. This is well in excess of 50% of gross roof area, and the balance of 2,690 sf is currently private terrace space and will remain so.

The building's legal uses include retail at portions of the cellar and ground floor, and hotel for the remainder of the building. The proposal conversion will leave the commercial spaces intact, and change the use for the hotel portion to market rate residential.

It should also be noted that the building's existing massing exceeds allowable sky exposure planes, but is lawfully noncompliant for the same reason due to the building's existence prior to the current zoning regulations. The proposed conversion to residential will occur within the building and no modifications are proposed to the existing building massing.

No accessory automobile parking or loading is required as part of the residential conversion, however bicycle parking will be required and provided for 50% of the residential unit total of 440.

There are 38 registered single room occupancy (SRO) units in the building that are regulated by the Housing and Preservation Department (HPD), and any

changes of occupancy or changes to unit layouts within the building require HPD to issue a certificate of no harassment (CONH). The proposed conversion will be sequenced into work that does not require a CONH to be filed immediately, such as accessibility upgrades, MEP upgrades and alterations to common areas; and the balance of the work such as changes to use, unit count and layout will occur after a CONH is obtained, which is estimated to be 12 months.

Tenant Protection Plan (TPP)
As required by section 28-120.1 of the NYC administrative code for occupied buildings, a tenant protection plan will be filed for each phase of the planned work, and will address the required categories of protection as follows:

- **Egress.** The SRO tenants have their own entrance and lobby on W 57 St, and this lobby will not be impacted by the planned work. All for building exit stairs will be unobstructed and fully accessible by all building occupants.
- **Fire Safety.** The building's sprinkler, standpipe and fire alarm system will be maintained throughout planned work on all floors that have occupancy. Upgrades to such systems will be planned in phases starting with vacant floors. For the occupied units, upgrades will be scheduled in coordination with each tenant, or tenants will be relocated to temporary accommodations before work commences to their spaces. For the period where fire protection systems will be off line for the upgrades, alternative safety measures such as certified fire guard personnel to monitor occupancy safety until such time that fire protections systems come back on line.
- **Health Requirements.** At work areas, dust barriers will be installed to contain dust. Where necessary, asbestos abatement, lead abatement, mold remediation, pest control will be undertaken to address any such conditions that present a hazard to health.
- **Compliance with Housing Standards.** Full compliance with the NYC Housing Maintenance Code will be enforced by the construction management team and ownership, including maintaining sanitary conditions, access to windows for natural light and ventilation, and all other provisions within the rights of tenants.
- **Structural Safety.** No major structural work is planned as part of the conversion. Any minor structural work that may occur or emerge at a later date will be designed and filed with the DOB by a licensed structural engineer, to ensure that at no time are building occupants exposed to any structural safety risks.
- **Noise Restrictions.** All work is planned to occur during business hours on weekdays, at noise levels in compliance with the NYC noise code. The construction management team will take measures to ensure that noise levels are minimized.
- **Maintaining Essential Services.** Building occupants will continue to be provided with heat, hot water, gas, electricity, elevator service and other services they currently enjoy, throughout the course of work. Where planned upgrades to any such services require an unavoidable disruption to such services, notification and coordination with each occupant will be arranged to minimize disruption, with alternatives provided where

appropriate.

- **Notice to Occupants.** Prior to the commencement of work, advance notification will be given to all building occupants in the form of written notices, and posted notices in all lobbies and elevator lobbies that are occupied.

Sincerely,



Edwin Tang, AIA, CFM

Exhibit C

Form of Sublease

(Attached hereto)

Form of Memorandum of Sublease

Record and Return to:

Duval & Stachenfeld LLP
555 Madison Avenue, 6th Floor
New York, NY 10022
Attention: Danielle Ash, Esq. & File Manager
File No.: 4308.0014

MEMORANDUM OF SUBLEASE

THIS MEMORANDUM OF SUBLEASE (this "Memorandum"), is made as of the _____ day of May, 2022 (the "Execution Date") and is effective as of _____ day of May, 2022 (the "Effective Date"), between **356W58 GROUND LESSOR, LLC**, a Delaware limited liability company ("Sublandlord"), having an address at Woodlawn Hall at Old Parkland, 3953 Maple Ave., Suite 350, Dallas, Texas 75219, and **HUDSON 1701/1706, LLC** , a Delaware limited liability company ("Subtenant"), having an address at c/o CSC Co-Living 6 St. Johns Lane, New York, New York 10013.

RECITALS

WHEREAS, Hudson 10th Floor LLC, a Delaware limited liability company (as successor-in-interest to Irving Schatz) ("Original Landlord"), as landlord, and EC 58th Street LLC, a Delaware limited liability company (as successor-in-interest to Ian Schrager Hotels, LLC) ("Original Tenant"), as tenant, are parties to that certain Amended and Restated Lease, dated February 11, 1999 (as amended, the "Lease") with respect to certain real property described in Exhibit A attached hereto (the "Leased Premises");

WHEREAS, notice of the Lease was given pursuant to that certain Amended and Restated Memorandum of Lease, dated as of February 12, 1999, which was recorded in the New York County Office of the Register of the City of New York (the "Real Estate Records") on March 23, 1999 in Reel 2841, Page 1872 and amended pursuant to that certain Assignment and Assumption of Lease made by and between Ian Schrager Hotels LLC, as assignor, to Henry Hudson Holdings LLC, as assignee, dated as of February 12, 1999 and recorded in the Real Estate Records on March 23, 1999 in Reel 2841 Page 1882, and as amended by an unrecorded Amendment to Lease made by and between Irving Schatz and Henry Hudson Holdings LLC dated as of August 17, 2004, and as further assigned by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by and between Henry Hudson Holdings LLC, as assignor, and EC 58th Street LLC as assignee, dated as of November 24, 2020 and recorded in the Real Estate Records on December 4, 2020 in CRFN 2020000344630 (collectively, the "Memorandum of Lease");

WHEREAS, on the Execution Date, Original Tenant, as assignor and Sublandlord, as assignee, have entered into that certain Assignment and Assumption of Lease, which is recorded in the Real Estate Records on May __, 2022 in CRFN _____ (the "Assignment Agreement"), whereby Original Tenant has assigned all of its right, title and interest in and to the Lease to Sublandlord and Sublandlord succeeded to the interest of Original Tenant as tenant under the Lease;

WHEREAS, Sublandlord and Subtenant desire to enter into this Memorandum to be recorded in the Real Estate Records in order that third parties will have notice of the existence of that certain Sublease Agreement, dated as of the Execution Date and effective as of the Effective Date, by and between Sublandlord and Subtenant (as the same may be modified, amended and/or restated from time to time, the "Sublease"), with respect to the Leased Premises.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and intending to be legally bound hereby, Sublandlord and Subtenant agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference into this Section as if set forth in the Section in full.

2. Incorporation of the Sublease. The Sublease is unrecorded and is herein expressly incorporated by reference for a complete statement of the rights and obligations of Sublandlord and Subtenant with respect to the Leased Premises. Any conflict between this Memorandum and the Sublease shall be governed by the terms of the Sublease.

3. Grant of Sublease. Pursuant to that certain Sublease Agreement, Sublandlord has subleased to Subtenant and Subtenant has subleased from Sublandlord the Leased Premises. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms set forth in the Sublease.

4. Term of Sublease. The term of the Sublease (the "Term") commences on the Effective Date and will end on November 30, 2096, unless sooner terminated in accordance with its terms. Subtenant has no option to renew the Term of the Sublease.

5. Release. If the Sublease terminates or expires, then without requirement of further action, this Memorandum shall automatically terminate; provided, however, in any such event, promptly after a demand from Sublandlord or Subtenant to the other party, each party agrees to execute and cause the recordation of a release of this Memorandum that memorializes such expiration or termination.

6. Miscellaneous. The parties have executed this Memorandum to be effective as of the Effective Date. This Memorandum may be executed in multiple counterparts, and each counterpart shall be deemed to be an original hereof; accordingly, this Memorandum is binding notwithstanding the execution of separate originals hereof, one by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Sublandlord and Subtenant have executed this Memorandum as of the day and year first above written.

SUBLANDLORD:

356W58 GROUND LESSOR, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ___ day of _____ in the year 20__ before me, the undersigned, _____, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

[additional signature(s) follow]

SUBTENANT:

HUDSON 1701/1706, LLC,
a Delaware limited liability company

By: _____
Name: Alberto Smeke Saba
Title: Authorized Signatory

By: _____
Name: Salomon Smeke Saba
Title: Authorized Signatory

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ___ day of _____ in the year 20__ before me, the undersigned, _____, 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 he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A

Description of the Leased Premises

Lot 1706

The premises demised by that certain Lease dated as of 2/11/1999 made by and between Irving Schatz, as landlord and Ian Schrager Hotels LLC, as tenant; as modified by an Amended and Restated Memorandum of Lease made between Ian Schrager Hotels LLC and Irving Schatz dated as of 2/12/1999 and recorded 3/23/1999 in Reel 2841 Page 1872; as assigned by an Assignment and Assumption of Lease made by and between Ian Schrager Hotels LLC (f/k/a West 57th LLC) to Henry Hudson Holdings LLC dated as of 2/12/1999 and recorded 3/23/1999 in Reel 2841 Page 1882; as modified by an Unrecorded Amendment to Lease made by and between Irving Schatz, as landlord, and Henry Hudson Holdings LLC, as tenant, dated as of 8/17/2004, as evidenced by Assignment and Assumption of Ground Lease in Lieu of Foreclosure made by Henry Hudson Holdings LLC to EC 58th Street LLC dated as of 11/24/2020 and recorded 12/4/2020 as CRFN 2020000344630; to wit:

THE CONDOMINIUM UNIT (hereinafter referred to as the "Unit") in the building (hereinafter referred to as the "Building") known as **353 West 57th Street Condominium** and by the street number **353-361 West 57th Street a/k/a 358-366 West 58th Street**, County of New York, State of New York, said Unit being designated and described as **Unit No. 6** in a Declaration **dated 4/11/1985** made by **Irving Schatz**, pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") establishing a Plan for condominium ownership of the Building and the Land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which Declaration was recorded in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 in Reel 902 Page 1** as amended by **First Amendment to Declaration** dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, as amended by **Amended and Restated Declaration** made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999 and recorded 10/27/1999 in Reel 2979 Page 2159 (which Declaration and Amendments thereto are hereinafter collectively referred to as the "Declaration"). This Unit is also designated as **Tax Lot 1706 in Block 1048** of the County of New York on the Tax Map of the Real Property Assessment Department and on the Floor Plans of the Building, certified by **Butler Rogers Baskett Architects**, and filed with the Real Property Assessment Department **as Condominium Plan No. 208** and also filed in the Office of the City Register of the City of New York, County of New York, on **4/24/1985 as Condominium Map No. 4326** and recorded 4/24/1985 as Reel 8500 Page 4326, as amended by **Amended Condominium Plan No. 208-A** filed 5/11/1993 as **Amended Condominium Map No. 5192** and recorded 5/11/1993 as Reel 9300 Page 5192.
TOGETHER with an undivided **3.89067 %** interest in the Common Elements (as such term is defined in the Declaration). 4884-6998-3262, v. 2

The Land on which the Building and Unit are located is situated in the County of New York and State of New York and is more fully described in the Declaration.

Exhibit D-1

CONH Exemption Application

(Attached hereto)

APPLICATION FOR AN EXEMPTION FROM THE CONH REQUIREMENT **Rev. July 2018**

1. **Property:** Identify the property that is the subject of this application ("property").

Borough: ☒ Manhattan ☐ Brooklyn ☐ Bronx ☐ Queens ☐ Staten Island

Block: 1048 Lot: 1701/1702 HPD Registration ID: 117950 BIN: 1026317

Street Address: 353 West 57th Street, New York, New York 10019

2. **Exemption Sought:** Please indicate the requirement and number designation of the exemption you are seeking. (See instructions.) Please check every box that applies.

☐ Single Room Occupancy multiple dwelling. Exemption Number_____
☒ Special Clinton District. Exemption Number 3
☐ Special Hudson Yards District. Exemption Number_____
☐ Preservation Area P-2 of the Special Garment Center District. Exemption Number_____
☐ Greenpoint-Williamsburg anti-harassment area. Exemption Number_____
☐ Special West Chelsea District. Exemption Number_____

3. **Building Configuration:** Attach either an original certified copy of the certificate of occupancy or original certified letter from the Department of Buildings stating that the building does not have a certificate of occupancy. Describe the legal and actual configuration of the building below.

Type of Unit	Legal Configuration - Number of Units	Actual Configuration - Number of Units
Apartment Dwelling Units	1	1
SRO Dwelling Units	959	959
Total Dwelling Units	960	960
Commercial Units	2	2

What is the basis of the legal configuration described above?

☒ Certificate of Occupancy (must attach if this is the basis of the legal configuration)
☐ Original certified letter from the Department of Buildings

4. **Building Occupancy:** Is the building currently vacant?

☐ Yes (How long has the building been vacant?) _____.
☒ No (Describe the current occupancy below).

Type of Unit	Occupied	Vacant	Total
Apartment Dwelling Units	1	0	1
SRO Dwelling Units	37	922	959
Total Dwelling Units	38	922	960
Commercial Units	2	0	2

Printed on paper containing 30% post-consumer material.

5. **Applicant(s):** Identify the applicant(s). An applicant must be a natural person, not an entity.

Name (1) Alberto Smeke Name (2) _____

Social Security Number: [redacted] Social Security Number: ____/____/_____

Date of Birth: [redacted] Date of Birth: _____/____/_____

Mailing Address: 6 St. Johns Lane, New York, NY 10013

Business Telephone Number: 212-419-3149 Mobile Telephone Number: 347-421-3335

Email Address: as@csc-coliving.com Fax Number: _____

Relationship to the property (attach documentation): Managing Member of Ground Lessee

Deed Owner: 356W58 Ground Lessor LLC

Deed Owner Address: c/o MSP Capital Investments, LLC, 3953 Maple Ave., Ste. 350, Dallas, Texas 75219

6. **Basis for Exemption**: Please provide a statement detailing the basis for the exemption and all documentation substantiating the claim.

The building is exempt from the requirement of obtaining a Certification of No Harassment on the basis, pursuant to §96-110 (b)(2) of the Zoning Resolution of the City of New York, that the building was initially occupied for residential purposes after January 1, 1974. Here, the certificate of occupancy in effect on January 1, 1974, dated December 14, 1972 and bearing certificate of occupancy number 72773, classified the building as a Class B Hotel. A copy of the certificate of occupancy, dated December 14, 1972, is attached as Exhibit A. This certificate of occupancy was effect until it was amended on June 4, 1976 pursuant to certificate of occupancy number 76793 attached as Exhibit B, which specifically stated it amended certificate of occupancy number 72773. Mult. Dwell Law §4(9) defines a Class B multiple dwelling as a multiple dwelling which is occupied, as a rule transiently. The Zoning Resolution of the City of New York classifies a Class B Hotel as a transient commercial use under Use Group 5 and was permitted only in commercial districts. I refer you to ZR §32-14. Thus, the building is exempt from the requirement of obtaining a Certification of No Harassment.

7. **Prior Applications for the Property:** Has anyone ever submitted an application for an exemption or waiver from the requirement for a certification of no harassment to HPD with respect to the property?

X No.

☐ Yes (Indicate the date of the application and any other relevant details).

Date of the Application	Applicant	Details

8. **Current Ownership**

A. Current Owners: List each current holder of title to the property including individual owners, joint owners and corporate owners:

Name	Date of Birth	SSN or EIN	Address
356W58 Ground Lessor LLC		EIN: 88-1529701	c/o MSP Capital Investments, LLC, 3953 Maple Ave., Suite 350, Dallas, Texas 75219

B. Current Principals and Officers: If title to the property is held by an entity rather than by a person, list (i) every director, general partner, managing partner, or managing member of such entity, (ii) every officer of such entity, (iii) every other person authorized to sign for and bind such entity, and (iv) every person or entity holding a 10% or more economic interest in such entity. Provide an opinion of counsel letter which authorizes the individual to file the application. An opinion of counsel letter is a letter by an attorney stating that the person signing the application for the corporation, partnership or limited liability corporation, is entitled to file and act on behalf of the entity and to make all of the representations and commitments therein. **You must also provide the supporting documentation as listed in the Instructions to support the below.**

Name	Date of Birth	SSN or EIN	Relationship to Owner	Address and Telephone Number

C. Current Management: List each person who served as a managing agent, a superintendent, collected rents, supervised or ordered repairs, or exercised any other discretion in the management of the property under the current ownership.

Name and Address	Employer and Role	Period of Service	Nature of Service
Alberto Smeke	HUDSON 1701/1706, LLC Asset Manager	May, 2022 - Present	Asset Management
Sal Smeke	HUDSON 1701/1706, LLC Asset Manager	May, 2022 - Present	Asset Management
Denise Cruz	HUDSON 1701/1706, LLC Property Manager	1999 - Present	Property Management

9. **Reason for Application:** Briefly describe the reason for this application (e.g., the alteration or demolition work to be performed at the property).

Alterations and renovations of rooms at the building.

A. Have any applications for permits been filed with the Department of Buildings for work at the property which would require a certification of no harassment?

☒ No (Even if no such applications for permits have been filed with the Department of Buildings, HPD may request copies of architectural plans).

☐ Yes (Attach a copy of each such application, stamped by the Department of Buildings, and all attachments thereto).

B. Is any construction work currently in progress?

☒ No.

☐ Yes (Provide details below).

Applicant Consent: The owner of the property hereby consents to permit HPD unfettered access to the property that is the subject of this application at all times and without prior notice. It is understood that the failure to provide such access when requested will prevent the processing of this application and, in the discretion of HPD, may result in the denial of an Exemption from the requirement of obtaining a Certification of No Harassment.

Further, it is understood that the application may be denied if it contains any false or misleading statements, or material omissions.

Further, it is understood that the applicant and/or undersigned must first obtain an Exemption from the requirement of obtaining a Certification of No Harassment from HPD and all necessary permits from the DOB prior to commencing the work at the subject premises, which is the subject of this application.

I, the applicant, have read the within application and attest that its entire contents are true and complete.

_____	_____
Applicant's Signature (1)	Applicant's Signature (2)
_____	_____
Print Name Above	Print Name Above
_____	_____
Relationship to the Property	Relationship to the Property

_____
Corporate Entity Designee Signature

_____
Print Name Above

_____
Relationship to the Property

Sworn to this _____ day of
_____, 20___.

_____
Notary

Form 54 C (Rev. 7/64)-3M-7081121467)

DEPARTMENT OF BUILDINGS

BOROUGH OF MANHATTAN , THE CITY OF NEW YORK

Date December 14, 1972 No. 72773

CERTIFICATE OF OCCUPANCY

NO CHANGES OF USE OR OCCUPANCY NOT CONSISTENT WITH THIS CERTIFICATE SHALL BE MADE UNLESS FIRST APPROVED BY THE BOROUGH SUPERINTENDENT

This certificate ~~supersedes~~ AMENDS C. O. No. 68201

THIS CERTIFIES that the ~~new~~—altered ~~existing~~—building—premises located at

353 West 57th Street Block 1048 Lot 2

That the zoning lot and premises above referred to are situated, bounded and described as follows:

BEGINNING at a point on the north side of West 57th Street

distant 20' feet east from the corner formed by the intersection of

West 57th Street and 9th Avenue

running thence east 135' feet; thence north 200'-10" feet;

thence west 135' feet; thence south 200'-10" feet;

running thence ..... feet; thence ..... feet;

to the point or place of beginning, conforms substantially to the approved plans and specifications, and to the requirements of the Building Code, the Zoning Resolution and all other laws and ordinances, and of the rules of the Board of Standards and Appeals, applicable to a building of its class and kind at the time the permit was issued; and

CERTIFIES FURTHER that, any provisions of Section 646e of the New York Charter have been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent.

~~N B~~ or Alt. No.— 820-1966 Construction classification— Class 1 Fireproof

Occupancy classification— Heretofore Erected . Height 26 stories. 244'0" feet.

Date of completion Existing Class "B" Hotel . Located in C 4-7, C 1-8 & R 10 Zoning District.

at time of issuance of permit November 1, 1972

This certificate is issued subject to the limitations hereinafter specified and to the following resolutions of the Board of Standards and Appeals: and The City Planning Commission: (Calendar numbers to be inserted here)

PERMISSIBLE USE AND OCCUPANCY

Off-Street Parking Spaces .....

Off-Street Loading Berths .....

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS ACCOMMODATED	USE
Sub-Clr.	120	150	Motion picture studio and offices, swimming pool, men's recreation room (gym) with accessory use, women's lounge, employees' locker rooms, offices, rest room, storage, boiler room, service and utility rooms.
Clr.	120	75	Women's recreation room (gym) with accessory use, helps' locker rooms, pastry shop, carpenter shop, service and utility rooms.
1st	120	1200	Assembly or ballroom, cocktail lounge, bar and kitchen, hotel offices, newstand, bar and stores and service rooms.
1st Mezz.	100 & 120	550	Conference and meeting room, doctors' offices, hotel offices, beauty salon, electrolysis, Bermuda room, lockers, storage and service rooms.
2nd	100	600	Dining and meeting room, kitchen and lounge, music, meeting and sitting rooms, two (2) lounges, cocktail lounge and service pantry.

Sewage Disposal:
Saintary Drainage (DOES) (DOES NOT) Discharge Into Either Sanitary or Combined Sewer

Storm Drainage (DOES) (DOES NOT) Discharge Into Either Storm or Combined Sewer

-OVER-

Borough Superintendent

OFFICE COPY—DEPARTMENT OF BUILDINGS

PERMISSIBLE USE AND OCCUPANCY (continued)

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS ACCOMMODATED	USE
3rd	50	160	Offices, photo room, locker rooms and valet.
4th	40		Forty (40) hotel rooms and guest laun room and maid's locker room.
5th	40		Fifty-six (56) hotel rooms, telephone switchboard room and maids' locker room.
6th	50	240	Psychiatres office, group therapy rooms and offices for non-profit hospital related facilities-without sleeping accommodations, Use group 4.
7th	40		Sixty-eight (68) hotel rooms, and maids' locker room.
8th	50	100	Hospital staff offices, maids' locker room.
9th	50	240	Offices for non-profit hospital related facilities (without sleeping accommodations), Use group 4.
10th	40		Thirty-eight (38) hotel rooms, fifteen (15) hospital staff rooms, maids locker room, lounge, laundry.
11th	40		Twenty (20) hotel rooms, twenty-five (25) hospital staff rooms, maids locker room.
12th	40		Sixty-nine (69) hotel rooms and maids' locker room.
13th	40		Seventy-one (71) hotel rooms, maids' locker room.
14th	40		Forty-three (43) hotel rooms, maids' locker room and solarium.
15th	40		Forty (40) hotel rooms and maids' locker room.
16th	40		Forty-one (41) hotel rooms, maids' locker room.
17th to 19th, incl.	40 each		Thirty-seven (37) hotel rooms, maids' locker room, each story.
20th	40		Thirty-four (34) hotel rooms, maids' locker room.
21st	40		Seventeen (17) hotel rooms, nine (9) hospital staff rooms, maids' locker room.
22nd	40		Thirty-six (36) hotel rooms and maids' locker room.

Borough Superintendent

Form 54-C (Rev. 7/64)-ITM-705111(67)

DEPARTMENT OF BUILDINGS

BOROUGH OF MANHATTAN , THE CITY OF NEW YORK

Date April 27, 1976 No. 76595

CERTIFICATE OF OCCUPANCY

NO CHANGES OF USE OR OCCUPANCY NOT CONSISTENT WITH THIS CERTIFICATE SHALL BE MADE UNLESS FIRST APPROVED BY THE BOROUGH SUPERINTENDENT

This certificate [illegible] C. O. No. 72773 & T 75690

THIS CERTIFIES that the [illegible]—altered—[illegible]—building [illegible] located at 353-363 East 57th Street Block 1304 Lot 1

That the zoning lot and premises above referred to are situated, bounded and described as follows:

BEGINNING at a point on the north side of East 57th Street distant 0 feet from the corner formed by the intersection of 9th Avenue and East 57th Street

running thence north 200'10" feet; thence east 175 feet;
thence north 200'10" feet; thence west 175 feet;
running thence [illegible] feet; thence [illegible] feet;

to the point or place of beginning, conforms substantially to the approved plans and specifications and to the requirements of the Building Code, the Zoning Resolution and all other laws and ordinances, and of the rules of the Board of Standards and Appeals, applicable to a building of its class and kind at the time the permit was issued; and

CERTIFIES FURTHER that, any provisions of Section 646e of the New York Charter have been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent.

[illegible] Alt. No.— 646-73 Construction classification— C1-1-Fireproof

Occupancy classification— Restaurant erected existing C1. "as Hotel" Height 26 stories, 264 feet.

Date of completion— 4-27-76 Located in C4-7,C1-8,R-10 Zoning District

at time of issuance of permit.

This certificate is issued subject to the limitations hereinafter specified and to the following resolutions of the Board of Standards and Appeals: and The City Planning Commission: (Calendar numbers to be inserted here)

PERMISSIBLE USE AND OCCUPANCY

AMENDED C of O # 76793

Off-Street Parking Spaces

Off-Street Loading Berths

DATED 6-4-76

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS (Number of)	USE
4th	40		One-half (1/2) (Manager's) Duplex apartment,fan and machine rooms.
3th			Fan,machine and tank rooms on each story.
2th			

Note: This building complies with Section 67 of the Multiple Dwelling Law.

Fire Department Approvals:

Standpipe System April 9, 1951.
Sprinkler System April 23, 1953.
Interior Fire Alarm and Watchman's Time Detector Systems August 31, 1954.

Note: This is an amended Certificate of Occupancy for change of use, 1st floor.

THIS CERTIFICATE [illegible] MUST BE POSTED WITHIN TEN DAYS [illegible] COMPLIANCE WITH THE RULES OF THE BOARD OF STANDARDS AND APPEALS, 1968.

Sewage Disposal:
Sanitary Drainage (DOES) (DOES NOT) Discharge Into Either Sanitary or Combined Sewer

Storm Drainage (DOES) (DOES NOT) Discharge Into Either Storm or Combined Sewer

Borough Superintendent

OFFICE COPY—DEPARTMENT OF BUILDINGS

JEREMIAH T. WALSH

PERMISSIBLE USE AND OCCUPANCY (continued)

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS ACCOMMODATED	USE

Borough Superintendent

J-10136-3 CD/cc

THE CITY OF NEW YORK

ALT. 1 #101970921

DEPARTMENT OF BUILDINGS

CERTIFICATE OF OCCUPANCY

BOROUGH Manhattan DATE: MAY 17 2001 NO. 101970921

This certificate supersedes C.O. No T 121285 ZONING DISTRICT C4-7, C1-8, R1

THIS CERTIFIES that the XXX-altered-XXXXXXXXX building-premises located at

353 West 57th Street Block 1048 Lot 7502

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOAD LBS. PER SQ. FT.	MAXIMUM NO. OF PERSONS PERMITTED	ZONING DWELLING OR ROOMING UNITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
SUB-CELLAR	120	150					SWIMMING POOL, MEN'S RECREATION ROOM (GYM) WITH ACCESSORY USE, WOMAN'S LOUNGE, EMPLOYEES LOCKER ROOMS
							OFFICES, REST ROOM, STORAGE, BOILER ROOM, SERVICE AND UTILITY ROOM, MECHANICAL EQUIPMENT ROOMS
CELLAR	120	75					WOMAN'S RECREATION ROOM (GYM) WITH ACCESSORY USE, LOCKER ROOM, SERVICE AND UTILITY RMS., SCENERY LIFT PIT, LAUNDRY RM., STORAGE
1ST FLOOR					5	F-3	HOTEL LOBBY
	120	415				C	SUPERMARKET
		202			6	C	RETAIL
		3				J-1	SECURITY ROOM
							STORAGE
		4					OFFICES
1ST FLOOR MEZZ.	120	26			5	J-1	OFFICES
							ROOM SERVICE,
							RECEIVING
		4			5	D-2	KITCHEN
		132					CONFERENCE SPACE
							STORAGE
							PANTRY
		110				F-1B	CONFERENCE ROOM 1
		1					COAT ROOM
		139				F-1B	CONFERENCE ROOM 2

OPEN SPACE USES (CONTINUED)
(SPECIFY-PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

Acting Commissioner

BOROUGH SUPERINTENDENT COMMISSIONER

ORIGINAL ☒ OFFICE COPY - DEPARTMENT OF BUILDINGS ☐ COPY

11-30-01 JW

JW 11-30-01

B Form 54 (rev. 8/85)
J-10136-3 db/cc

THE CITY OF NEW YORK

ALT. 1 #101970921

DEPARTMENT OF BUILDINGS

CERTIFICATE OF OCCUPANCY

BOROUGH Manhattan DATE MAY 17 2001 NO. 101970921

This certificate supersedes C.O. No T 121285 ZONING DISTRICT C4-7, C1-8, R1

THIS CERTIFIES that the XXX-altered-XXXXXXXXX building-premises located at

353 West 57th Street Block 1048 Lot 7502

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOAD LBS. PER SQ. FT.	MAXIMUM NO. OF PERSONS PERMITTED	ZONING DWELLING OR ROOMING UNITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
2ND FLOOR	100	190			5	F-4	EATING & DRINKING ESTABLISHMENT
		297				F-4	EATING & DRINKING & LIBRARY ESTABLISHMENT (LOUNGE) SERVICE BAR ROOF TERRACE
		39				F-4	HOTEL REGISTRATION
		11				D-2	KITCHEN
		12				J-1	OFFICES (ACC.)
		1					COAT CHECK
3RD FLOOR		119			5	F-1B	MEETING ROOM 1
		15				J-1	OFFICES (ACC.)
						D-2	LAUNDRY ROOM LOCKER ROOMS
		68				F-1B	MEETING ROOM 2
		55				J-1	LOCKER ROOMS
4TH FLOOR			49		5	J-1	FORTY-NINE (49) HOTEL ROOMS
		31			5	J-1	ACC. OFFICES
5TH FLOOR			63		5	J-1	SIXTY-THREE (63) HOTEL ROOMS
6TH FLOOR			68		5	J-1	SIXTY-EIGHT (68) HOTEL ROOMS
7TH FLOOR			70		5	J-1	SEVENTY (70) HOTEL ROOMS
8TH FLOOR			70		5	J-1	SEVENTY (70) HOTEL ROOMS

OPEN SPACE USES (CONTINUED)
(SPECIFY-PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

Acting Commissioner M-B

BOROUGH SUPERINTENDENT COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY - DEPARTMENT OF BUILDINGS ☐ COPY

JW 11-30-01

B Form 54 (rev. 8/85)

THAT THE ZONING LOT ON WHICH THE PREMISES IS LOCATED IS BOUNDED AS FOLLOWS:

BEGINNING at point on the NORTH side of WEST 57TH STREET
distant 20' EAST feet from the corner formed by the intersection of
9TH AVENUE and WEST 57TH STREET

running thence	feet;	thence	feet;
thence EAST 155'-0"	feet;	thence NORTH 200'-0"	feet;
thence WEST 135'-0"	feet;	thence SOUTH 100'-0"	feet;
thence WEST 20'-0"	feet;	thence SOUTH 100'-0"	feet;

to the point or place of beginning

XXXX ALT. No. 101970921 DATE OF COMPLETION CONSTRUCTION CLASSIFICATION 1

BUILDING OCCUPANCY GROUP CLASSIFICATION HEIGHT 26 STORIES, 244' FEET

THE FOLLOWING FIRE DETECTION AND EXTINGUISHING SYSTEMS ARE REQUIRED AND WERE INSTALLED IN COMPLIANCE WITH APPLICABLE LAWS.

	YES	NO		YES	NO
STANDPIPE SYSTEM			AUTOMATIC SPRINKLER SYSTEM		
YARD HYDRANT SYSTEM					
STANDPIPE FIRE TELEPHONE AND SIGNALLING SYSTEM					
SMOKE DETECTOR					
FIRE ALARM AND SIGNAL SYSTEM					

STORM DRAINAGE DISCHARGES INTO:
A) STORM SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

SANITARY DRAINAGE DISCHARGES INTO:
A) SANITARY SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

LIMITATIONS OR RESTRICTIONS:
BOARD OF STANDARDS AND APPEALS CAL. NO _____
CITY PLANNING COMMISSION CAL. NO. _____
OTHERS:

JW 11-30-01

B Form 54 (rev. 8/85)
J-10136-3 cd/ce

THE CITY OF NEW YORK

ALT. 1 #101970921

DEPARTMENT OF BUILDINGS

CERTIFICATE OF OCCUPANCY

BOROUGH Manhattan DATE: MAY 17 2001 NO. 101970921

This certificate supersedes C.O. No T 121285 ZONING DISTRICT C4-7, C1-8, R1

THIS CERTIFIES that the XXX-altered-XXXXXXXXX building-premises located at

353 West 57th Street Block 1048 Lot 7502

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOAD LBS PER SQ. FT.	MAXIMUM NO OF PERSONS PERMITTED	ZONING DWELLING OR ROOMING UNITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
9TH FLOOR			70		5	J-1	SEVENTY (70) HOTEL ROOMS
10TH FLOOR			70		5	J-1	SEVENTY (70) HOTEL ROOMS
11TH FLOOR			48		5	J-1	FORTY-EIGHT (48) HOTEL ROOMS
12TH FLOOR			71		5	J-1	SEVENTY-ONE (71) HOTEL ROOMS
14TH FLOOR			70		5	J-1	SEVENTY (70) HOTEL ROOMS
15TH FLOOR			40		5	J-1	FORTY (40) HOTEL ROOMS
16TH FLOOR			39		5	J-1	THIRTY-NINE (39) HOTEL ROOMS
17TH FLOOR			39		5	J-1	THIRTY-NINE (39) HOTEL ROOMS
18TH FLOOR			33		5	J-1	THIRTY-THREE (33) HOTEL ROOMS
19TH FLOOR			40		5	J-1	FORTY (40) HOTEL ROOMS
20TH FLOOR			33		5	J-1	THIRTY-THREE (33) HOTEL ROOMS
21ST FLOOR			26		5	J-1	TWENTY-SIX (26) HOTEL ROOMS
22ND FLOOR			24		5	J-1	TWENTY-FOUR (24) HOTEL ROOMS
23RD FLOOR			35		5	J-1	THIRTY-FIVE (35) HOTEL ROOMS
24TH FLOOR			9		5	J-1	ONE (1) HOTEL ROOM
					5	J-1, E	ACCESSORY OFFICE PANTRY/STORAGE

OPEN SPACE USES (CONTINUED)
(SPECIFY PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

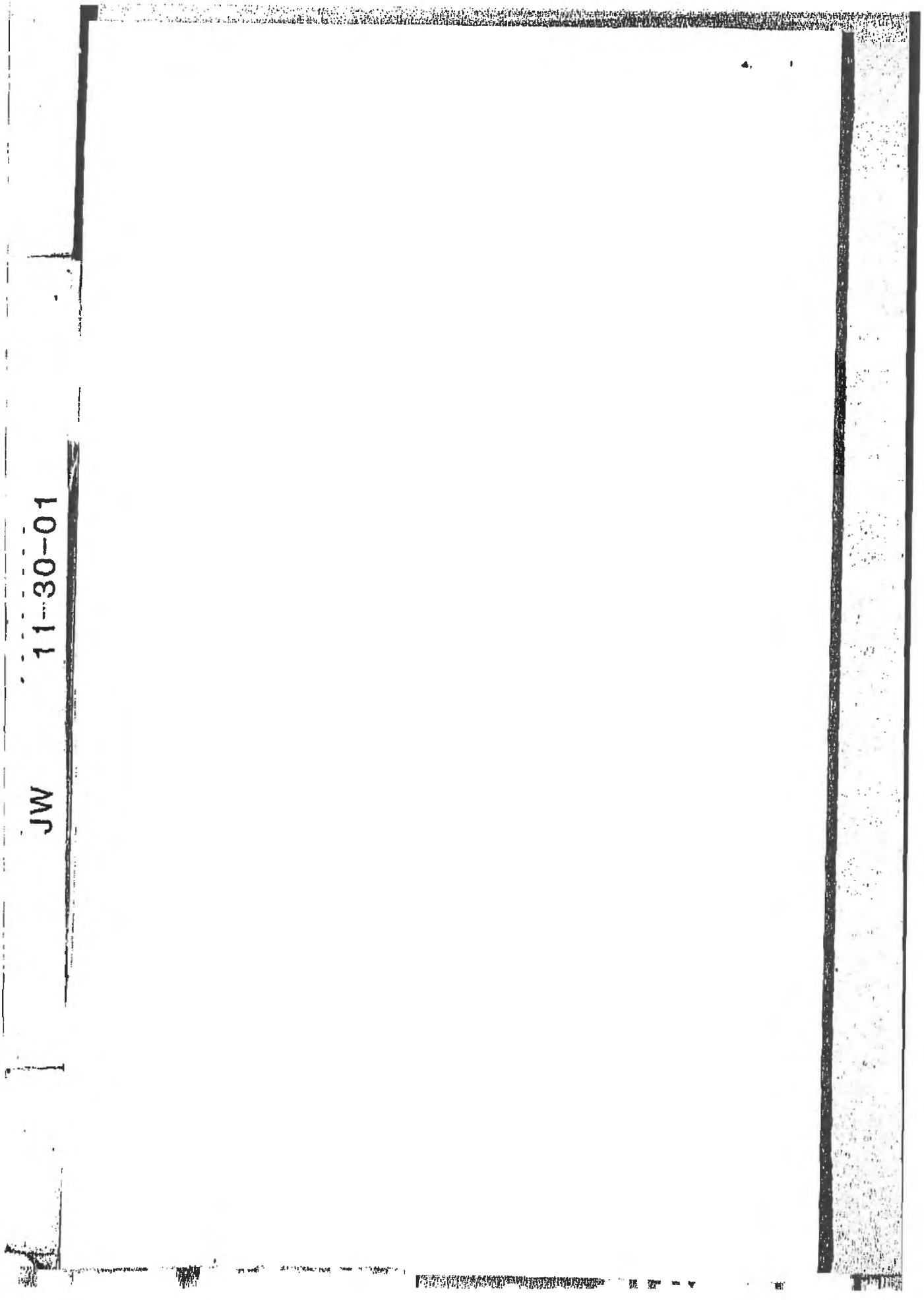
THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

BOROUGH SUPERINTENDENT

Acting Commissioner M-8
COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY - DEPARTMENT OF BUILDINGS ☐ COPY

JW 11-30-01


JW 11-30-01

B Form 54 (rev. 8/85)
J-10136-3 CD/cc

THE CITY OF NEW YORK

ALT. 1 #101970921

DEPARTMENT OF BUILDINGS

CERTIFICATE OF OCCUPANCY

BOROUGH Manhattan DATE: MAY 17 2001 NO. 101970921

This certificate supersedes C.O. No T 121285 ZONING DISTRICT C4-7, C1-8, R1

THIS CERTIFIES that the XXX-altered-XXXXXXXXX building-premises located at

353 West 57th Street Block 1048 Lot 7502

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOAD LBS. PER SQ. FT.	MAXIMUM NO. OF PERSONS PERMITTED	ZONING DWELLING OR ROOMING UNITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
25TH FLOOR						D-2	MECHANICAL ROOM
26TH FLOOR						D-2	MECHANICAL ROOM
27TH FLOOR						D-2	MECHANICAL ROOM

NOTE: THIS BUILDING COMPLIES WITH SECTION 6[illegible] OF THE MULTIPLE DWELLING LAW.

FIRE DEPARTMENT APPROVALS:
- STANDPIPE SYSTEM - APRIL 9, 1951
- SPRINKLER SYSTEM - APRIL 13, 1953
- INTERIOR FIRE ALARM AND WATCHMAN'S TIME DETECTOR SYSTEMS - AUGUST 31, 1954

JW 11-30-01

OPEN SPACE USES _____
(SPECIFY PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

[signature] P.E.
BOROUGH SUPERINTENDENT

[signature] R.A
BOROUGH COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY - DEPARTMENT OF BUILDINGS ☐ COPY

JW 11-30-01

$
911760

Deed

THIS INDENTURE made the 18th day of December, 1998, between EDUCATIONAL BROADCASTING CORPORATION, a not-for-profit corporation chartered by the Board of Regents of the State of New York, having its principal office at 450 West 33rd Street, New York, New York 10001 (the "Grantor"), and HENRY HUDSON HOLDINGS LLC, a Delaware limited liability company having an address c/o Ian Schrager Hotels LLC, 475 Tenth Avenue, New York, NY 10018 (the "Grantee").

WITNESSETH:

That the Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs, successors and assigns of the Grantee, forever:

The Condominium Unit (the "Unit") known as Unit No. 1 in the premises known as 353 West 57th Street Condominium and by the street number 353-61 West 57th Street a/k/a 356 West 58 Street, Borough of Manhattan, City, County and State of New York, the ("Condominium"), said Unit being designated and described as the EBC Unit 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 April 11, 1985, and recorded in the New York County Office of the Register of the City of New York (the "Register's Office") on April 24, 1985, in Reel 902, Page 1, as amended by First Amendment To Declaration dated January 19, 1993 and recorded in the Register's Office on May 11, 1993 in Reel 1969, Page 2286 (said Declaration, as the same maybe amended from time to time, being hereinafter referred to as the "Declaration") and also designated as Tax Lot 1701 in Block 1048 of Section 4, of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said Building, certified by Butler Rogers Baskett Architects, on March 27, 1985, and filed on April 22, 1985 with the Real Property Assessment Department of The City of New York as Condominium Plan No. 208 and also filed on April 24, 1985 in the Register's Office as Condominium Map No. 4326, as amended by Amended Floor Plans certified by Butler Rogers Baskett Architects on December 12, 1992, which Amended Floor Plans were also filed in the Real Property Assessment Department of the City of New York on May 5, 1993 as Condominium Plan No. 208A (Amendment to Plan No. 208), and also filed in the Register's Office on May 11, 1993 as Condominium Map No. 5192. The premises within which the EBC Unit is located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized herein that are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of 353 West 57th Street Condominium. (Said By-Laws, as the same may be amended form time to time, are hereinafter referred to as the "By-Laws");

Premises: 353 West 57th Street
Commercial Unit #1

TOGETHER with an undivided 44.05105 percent interest in the Common Elements;

TOGETHER with the appurtenances and all the estate and the right of the Grantor in and to the Unit;

TOGETHER with, and SUBJECT to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

SUBJECT to such other liens, agreement, covenants, easements, restrictions and other matters as pertain to the Unit and/or the Property.

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs, successors and assigns of the Grantee, forever, and the Grantor covenants Grantor has not done or suffered anything whereby the Unit or the Property have been encumbered in any way whatever.

If any provision of the Declaration or the By-Laws is invalid or would cause the Declaration of the By-Laws to be insufficient to submit the Property to the provisions of the New York Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to submit that Property to the provisions of the New York Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the New York Condominium Act, the applicable provisions of Article 26 of the Declaration shall control.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purposes of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this Indenture so requires.

The intended use of the unit is any use permitted under the Declaration.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

EDUCATIONAL BROADCASTING CORPORATION,
Grantor

Thomas A. Conway
Vice President and Chief Financial Officer

HENRY HUDSON HOLDINGS LLC,
Grantee

Name: Peter Ahl
Title: Authorized Signatory

STATE OF NEW YORK)
)ss:
COUNTY OF NEW YORK)

On the 18 day of December, 1998, before me, the undersigned, a notary public in and for the State of New York, personally appeared Thomas A. Conway, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
ARIANNE L. GOLUB
Notary Public, State of New York
No. 01GO6035284
Qualified in Nassau County
Commission Expires October 31, 20 00

STATE OF NEW YORK)
)ss:
COUNTY OF NEW YORK)

On the 17th day of December, 1998, before me, the undersigned, a notary public in and for the State of New York, personally appeared Peter Ahl, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
LASCELLES ELCOCK
Notary Public, State of New York
No. 01EL6015737
Qualified in Bronx County
Commission Expires Nov. [illegible] 2000

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street distant 20 feet easterly from the corner formed by the intersection of the easterly side of 9th Avenue with the northerly side of 57th Street;

RUNNING THENCE Easterly along the said northerly side of 57th Street 155 feet;

THENCE Northerly parallel with 9th Avenue 200 feet 10 inches to the southerly side of 58th Street;

THENCE Westerly along the said southerly side of 58th Street 135 feet to the point distant 40 feet easterly from the corner formed by the intersection of the southerly side of 58th Street with the easterly side of 9th Avenue;

THENCE Southerly parallel with 9th Avenue and part of the distant through a party wall 100 feet 10 inches;

THENCE Westerly parallel more or less with 58th Street 20 feet;

THENCE Southerly and part of the way through another party wall 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

CITY REGISTER RECORDING AND ENDORSEMENT PAGE
- NEW YORK COUNTY -
(This page forms part of the instrument)

Block(s) 1048

Lot(s) 1701

Record & Return to: Skadden, Arps, Slate, Meagher & Flom LLP
919 Third Avenue
New York, New York 10022
Attn: John Davis, Esq.

Title/Agent Company name: Title Associates Inc.

Title Company number: TA#98(01) 1101

[redacted]

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (✍):

City Register Serial Number ➡ 000385

Indexed By (✍):

Verified By (✍):

Block(s) and Lot(s) verified by (✓):

Address ☑ Tax Map ☐

Extra Block(s) _____ Lot(s) _____

Mtge Tax Serial No.	
Mtge Amount	$
Taxable Amount	$

Exemption (✓) YES ☐ NO ☐

Type: [§339EE] [255] [OTHER]

Dwelling Type: [1 to 2] [3] [4 to 6] [over 6]

TAX RECEIVED ON ABOVE MORTGAGE ▼

County (basic)	$
City (Addt'l)	$
Spec Addt'l	$
TASF	$
MTA	$
NYCTA	$
TOTAL TAX	$

Apportionment Mortgage (✓) YES ☐ NO ☐

Joy A. Bobrow, City Register

Recording Fee (A)	$ 47
Affidavit Fee (C)	$
TF-584/582 Fee (Y)	$ —
RPTT Fee (R)	$ 025
HPD-A ☒	HPD-C ☐

New York State Real Estate Transfer Tax ▼
$ 91760

Serial Number ➡ 007118

New York City Real Property Transfer Tax Serial Number ➡ R 0078

New York State Gains Tax Serial Number ➡

RECORDED IN NEW YORK COUNTY OFFICE OF THE CITY REGISTER
1999 JAN -5 A 9:32

Witness My Hand and Official Seal

City Register

CRFS8001EPG 1/93

RETURN TO CUST REQST DATE 1-5-99 TIME 10:12
LOT 1-1
DEED 0154
47.00

RTT 2187P608897

1 0

DEED

THIS INDENTURE made the 12 day of February, 1999 between IAN SCHRAGER HOTELS LLC (f/k/a WEST 57TH LLC), a New York limited liability company, having an address at c/o Ian Schrager Hotels LLC, 475 Tenth Avenue, New York, New York 10018 (the "Grantor"), and HENRY HUDSON HOLDINGS LLC, a Delaware limited liability company, having an address at c/o Ian Schrager Hotels LLC, 475 Tenth Avenue, New York, New York 10018 (the "Grantee").

W I T N E S S E T H:

That the Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs, successors and assigns of the Grantee, forever:

The Condominium Unit (the "Unit") known as Unit No. 2 in the premises known as 353 West 57th Street Condominium and by the street number 353-61 West 57th Street a/k/a 356 West 58 Street, Borough of Manhattan, City, County and State of New York (the "Condominium"), said Unit being designated and described as the Modified Hotel Unit 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 4/11/85, and recorded in the New York County Office of the Register of the City of New York on 4/24/85, in Reel 902, Page 1, as amended by First Amendment To Declaration dated 1/29/93 and recorded on 5/11/93 in Reel 1969, Page 2286 (said Declaration dated as the same may be amended from time to time, being hereinafter referred to as the "Declaration") and also designated as Tax Lot 1702 in Block 1048 of Section 4, of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said Building, certified by Butler Rogers Baskett Architects, on 3/27/85, and also filed with the Real Property Assessment Department of The City of New York as Condominium Plan No. 208, Map No. 4326, and Plan No. 208A (Amendment to Plan No. 208), Map No. 5192 respectively on 4/22/85, and on 5/5/93. The

353 West 57th Street, Unit 2

premises within which the Unit is located is more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein that are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of 353 West 57th Street Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws");

TOGETHER with an undivided 46.94011 percent interest in the Common Elements;

TOGETHER with the appurtenances and all the estate and right of the Grantor in and to the Unit;

TOGETHER with, and SUBJECT to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

SUBJECT to such other liens, agreement, covenants, easements, restrictions and other matters as pertain to the Unit and/or the Property.

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs, successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the New York Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to submit the Property to the provisions of the New York Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the New York Condominium Act, the applicable provisions of Article 26 of the Declaration shall control.

The Grantor covenants that the Grantor has not done or suffered anything to be done whereby, the Unit has been encumbered in any way whatever, except as aforesaid.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purposes of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this Deed so requires.

This unit is intended for commercial use.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

IAN SCHRAGER HOTELS LLC,
Grantor

By: [signature]
Name: Peter Ahl
Title: Authorized Signatory

HENRY HUDSON HOLDINGS LLC,
Grantee

By: [signature]
Name: Peter Ahl
Title: Authorized Signatory

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 12TH day of February in the year 1999 before me, the undersigned, a notary public in and for said state, personally appeared Peter Ahl, 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 he/~~she/they~~ executed the same in his/~~her/their~~ capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Beatrice S. Williams
Notary Public
My commission expires:

[Notary Seal]

BEATRICE S. WILLIAMS
Notary Public, State of New York
No. 01WI6013474
Qualified in Queens County
Commission Expires Nov. 2, 20[illegible]

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 12TH day of February in the year 1999 before me, the undersigned, a notary public in and for said state, personally appeared Peter W. Ahl, 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 he/~~she/they~~ executed the same in his/~~her/their~~ capacity, and that by his/~~her/their~~ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Beatrice S. Williams
Notary Public
My commission expires:

[Notary Seal]

BEATRICE S. WILLIAMS
Notary Public, State of New York
No. 01WI6013474
Qualified in Queens County
Commission Expires Nov. 2, 20[illegible]

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street distant 20 feet easterly from the corner formed by the intersection of the easterly side of 9th Avenue and with the northerly side of 57th Street;

RUNNING THENCE Easterly along the said northerly side of 57th Street 155 feet;

THENCE Northerly parallel with 9th Avenue 200 feet 10 inches to the southerly side of 58th Street;

THENCE Westerly along the said southerly side of 58th Street 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of 58th Street with the easterly side of 9th Avenue;

THENCE Southerly parallel with 9th Avenue and part of the distant through a party wall 100 feet 10 inches;

THENCE Westerly parallel more or less with 58th Street 20 feet;

THENCE Southerly and part of the way through another party wall 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

DEED 2841 PG 1860

CITY REGISTER RECORDING AND ENDORSEMENT PAGE
- NEW YORK COUNTY -

(This page forms part of the instrument)

Block(s): 1048

Lot(s): 1702

Title/Agent Company Name: Title Associates Inc.

Title Company Number: TA#99(01)054

RECORD & RETURN TO:

NAME ▼ Neil L. Rock, Esq. Skadden,Arps,Slate,Meager&Flom LLP

ADDRESS ▼ 919 Third Avenue

CITY ▼ New York, New York

STATE ▼

ZIP ▼ 10022

OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (✓):

Mtge Tax Serial No.

Mtge Amount $

Taxable Amount $

Exemption (✓) YES ☐ NO ☐

Type: [339EE] [255] [OTHER]

Dwelling Type: [1 to 2] [3] [4 to 6] [over 6]

TAX RECEIVED ON ABOVE MORTGAGE ▼

County (basic)	$
City (Addt'l)	$
Spec Addt'l	$
TASF	$
MTA	$
NYCTA	$
TOTAL TAX	$

Apportionment Mortgage (✓) YES ☐ NO ☐

Joy A. Bobrow, City Register

City Register Serial Number → 013562

Indexed By (✓): LL

Verified By (✓): CB

Block(s) and Lot(s) verified by (✓):

Address ☐ Tax Map ☐

Extra Block(s) Lot(s)

Recording Fee	A	$ 52.
Affidavit Fee	(C)	$
TP-584/582 Fee	(Y)	$
RPTT Fee	(R)	$ .25
HPD-A ☐		HPD-C ☐

New York State Real Estate Transfer Tax ▼

$ 0

Serial Number → 003732

New York City Real Property Transfer Tax Serial Number → R 2799

DEED 0404 52.00

New York State Gains Tax Serial Number →

I.D/TL CSHR RECPT DATE TIME
1-1 1 51892 Mar 23-99 13:11

RECORDED IN NEW YORK COUNTY
OFFICE OF THE CITY REGISTER

[illegible] 32

Witness My Hand and Official Seal

Joy A. Bobrow

City Register

CRGFM8SN.EPS 11/98

45 - H - 002

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2020120200374002002E7430

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 11**

Document ID: 2020120200374002 Document Date: 11-24-2020 Preparation Date: 12-02-2020
Document Type: DEED, OTHER
Document Page Count: 10

PRESENTER:
FIRST AMERICAN TITLE INSURANCE CO NCS
666 THIRD AVENUE
3020-990850NY1AS
NEW YORK, NY 10017
212-850-0652
ASCARPA@FIRSTAM.COM

RETURN TO:
WEIL GOTSHAL & MANGES LLP
767 FIFTH AVE
DAVID HERMAN ESQ
NEW YORK, NY 10153

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1048	1701	Entire Lot	1	353 WEST 57TH STREET

Property Type: COMMERCIAL CONDO UNIT(S)

Borough	Block	Lot		Unit	Address
MANHATTAN	1048	1702	Entire Lot	2	353 WEST 57TH STREET

Property Type: COMMERCIAL CONDO UNIT(S)

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

GRANTOR:
HENRY HUDSON HOLDINGS, LLC
131 SPRING STREET, 4TH FLOOR, SUITE 401-2
NEW YORK, NY 10012

GRANTEE:
EC 58TH STREET LLC
C/O: ELDRIDGE INDUSTRIES LLC, 600 STEAMBOAT ROAD, SUITE 200
GREENWICH, CT 06830

FEES AND TAXES

Mortgage :

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	90.00
Affidavit Fee:	$	0.00

Filing Fee: $ 250.00
NYC Real Property Transfer Tax: $ 7,053,998.07
NYS Real Estate Transfer Tax: $ 1,746,706.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 12-04-2020 14:27
City Register File No.(CRFN): **2020000344628**

City Register Official Signature

3020-990850241

DEED IN LIEU OF FORECLOSURE

This **INDENTURE**, made the 24th day of November, two thousand and twenty

BETWEEN

HENRY HUDSON HOLDINGS, LLC, a Delaware limited liability company, having an address at 131 Spring Street, 4th Floor, New York, New York,

party of the first part, and

EC 58TH STREET LLC, a Delaware limited liability company, having an address at 600 Steamboat Road, Greenwich, Connecticut,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars ($10.00) 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,

Tax Map Designation:

Block.: 1048

Lot(s): 1701 and 1702

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, described on Exhibit A hereto:

See Exhibit A attached hereto and incorporated herein by this reference (the "Premises").

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described Premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said Premises;

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, 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 the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose;

AND the party of the first part and the party of the second part (by its acceptance of this Deed) acknowledge and agree that it is their mutual intent that the conveyances and transfers pursuant to this Deed do not and shall not effect a merger of (i) Holliday Park, LLC and its interest in the Property under the mortgages set forth on Exhibit B attached hereto with (ii) the party of the second part's interest in the Property pursuant to this Deed. The party of the first part acknowledges and agrees that this is the (i) the free and voluntary act of the party of the first part, (ii) the conveyance is intended to be an absolute, unconditional and irrevocable conveyance and (iii) the consideration is fair and adequate and is of reasonably equivalent value.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

HENRY HUDSON HOLDINGS, LLC

By: Hudson Delano Senior Mezz LLC,
its sole member

By: Hudson Delano Junior Mezz LLC,
its sole member

By: Morgans Group, LLC,
its sole member

By: Morgans Hotel Group Co. LLC,
its sole member

By: SBE ENT Holdings, LLC,
its sole member

By: _____
Name: Philippe Zrihen
Title: Chief Business Officer

State of NEW YORK)
) ss.:
County of NEW YORK)

On the 13 day of NOVEMBER in the year 2020 before me, the undersigned personally appeared PHILIPPE ZRIHEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual taking acknowledgment

SARA ELIZABETH CODY
Notary Public, State of New York
No. 01CO6405567
Qualified in New York County
Commission Expires March 9, 2024

[Signature Page to Bargain and Sale Deed in Lieu of Foreclosure]

BARGAIN AND SALE DEED WITHOUT
COVENANT AGAINST GRANTOR'S ACT

TITLE
NO.

SECTION:
BLOCK: 1048
LOT(S): 1701 and 1702
COUNTY OR TOWN: New York County
TAX BILLING ADDRESS:

TO

EC 58TH STREET LLC, a Delaware limited liability company

c/o Eldridge Industries, LLC
600 Steamboat Road,
Greenwich, Connecticut 06830

RECORD AND RETURN BY MAIL TO:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: David Herman, Esq.

EXHIBIT A

Premises

PARCEL I (Unit 1 a/k/a EBC Unit, Lot 1701):

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit 1, also known as EBC Unit, in the building (hereinafter referred to as the "Building") known as 353 West 57th Street Condominium and by the street number 353 West 57th Street, New York, New York, said Unit being designated and described in a certain Declaration dated 4/11/1985 made by Irving Schatz pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the building is situated (which land is more particularly described below), and which Declaration was recorded in the Office of the City Register, New York County on 4/24/1985 in Reel 902 Page 1 and amended by First Amendment to Declaration dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, further amended by Amended and Restated Declaration made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999, recorded 10/27/1999 in Reel 2979 Page 2159 (which declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated as Tax Lot 1701 in Block 1048 of Section 4 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City Of New York and on the Floor Plans of the Building, Certified by Butler Rogers Baskett Architects, on 3/27/1985 and filed in the Real Property Assessment Department of the City of New York on 4/22/1985 as Condominium Plan No. 208 and also filed in the New York County Register's Office on 4/24/1985 as Condominium Map No. 4326, as amended by amended Floor Plans Certified by Butler Rogers Baskett Architects, on 12/14/1992, which amended Floor Plans were filed in the Real Property Assessment Department of the City of New York on 5/5/1993 as Condominium Plan No. 208A and also filed in the New York County Register's Office on 5/11/1993 as Condominium Map No. 5192.

Together with an undivided 44.05105% interest in the common elements (as such term is defined in The Declaration).

PARCEL II (Unit 2 a/k/a Modified Hotel Unit, Lot 1702):

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit 2, also known as Modified Hotel Unit, in the building (hereinafter referred to as the "Building") known as 353 West 57th Street Condominium and by the street number 353 West 57th Street, New York, New York, said Unit being designated and described in a certain Declaration dated 4/11/1985 made by Irving Schatz pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the building is situated (which land is more particularly described below), and which Declaration was recorded in the Office of the City Register, New York County on 4/24/1985 in Reel 902 Page 1 and amended by First Amendment to Declaration dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, further amended by Amended and Restated Declaration made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999, recorded 10/27/1999 in Reel 2979 Page 2159 (which declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated as Tax Lot

1702 in Block 1048 of Section 4 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City Of New York and on the Floor Plans of the Building, Certified by Butler Rogers Baskett Architects, on 3/27/1985 and filed in the Real Property Assessment Department of the City of New York on 4/22/1985 as Condominium Plan No. 208 and also filed in the New York County Register's Office on 4/24/1985 as Condominium Map No. 4326, as amended by amended Floor Plans Certified by Butler Rogers Baskett Architects, on 12/14/1992, which amended Floor Plans were filed in the Real Property Assessment Department of the City of New York on 5/5/1993 as Condominium Plan No. 208A and also filed in the New York County Register's Office on 5/11/1993 as Condominium Map No. 5192.

Together with an undivided 46.94011% interest in the common elements (as such term is defined in the Declaration).

Which Condominium Units are located on the land described below:

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street, distant 20 feet easterly from the corner formed by the intersection of the easterly side of Ninth Avenue with the northerly side of 57th Street;

RUNNING THENCE easterly along the said northerly side of 57th Street, 155 feet;

THENCE northerly parallel with Ninth Avenue, 200 feet 10 inches to the southerly side of 58th Street;

THENCE westerly along the said southerly side of 58th Street, 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of 58th Street with the easterly side of Ninth Avenue;

THENCE southerly parallel with Ninth Avenue and part of the distance through a party wall, 100 feet 10 inches;

THENCE westerly parallel more or less with 58th Street, 20 feet; and

THENCE southerly and part of the way through another party wall, 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

356 West 58th Street
New York, New York 10019
Block 1048, Lots 1701 and 1702

Exhibit B

Mortgages

MORTGAGE 'A'

AMENDED AND RESTATED REPLACEMENT MORTGAGE A made by HENRY HUDSON HOLDINGS LLC, MORGANS HOLDINGS LLC, AND ROYALTON, LLC to WACHOVIA BANK, NATIONAL ASSOCIATION in the amount of $217,000,000.00 dated 10/6/2006, recorded 12/11/2006 as CRFN 2006000679014.

[NOTE- THIS MORTGAGE DERIVED FROM A NOTE AND MORTGAGE SEVERANCE AGREEMEENT RECORDED 12/11/2006 AS CRFN 200600067901]

PARTIAL RELEASE OF MORTGAGE made by and between HENRY HUDSON HOLDINGS LLC, MORGANS HOLDINGS LLC, AND ROYALTON, LLC and WACHOVIA BANK, NATIONAL ASSOCIATION dated 10/6/2006, recorded 12/11/2006, as CRFN 2006000679017. Releases Royalton Hotel and Morgans Hotel, Block 867 Lot 20 and Block 1259 Lot 11, other premises not made a part hereof, from Mortgage 'A'.

AGREEMENT OF CONSOLIDATION AND MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING made by and between HENRY HUDSON HOLDINGS LLC and WACHOVIA BANK, NATIONAL ASSOCIATION dated as of 10/6/2006, recorded 12/11/2006, as CRFN 2006000679020. Modifies, extends and spreads Mortgage 'A' over those portions of the premises not already covered thereby, and amends and restates same, amount outstanding is $217,000,000.00.

ASSIGNMENT OF MORTGAGE made by WACHOVIA BANK, NATIONAL ASSOCIATION to LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-WHALE 8, solely to the extent set forth in the applicable Partition Agreement, the applicable Non-Trust Portion Holder dated as of 6/27/2007, recorded 11/27/2007 as CRFN 2007000587889. Assigns Mortgage 'A'.

MODIFICATION OF AGREEMENT OF CONSOLIDATION AND MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING made by and between HENRY HUDSON HOLDINGS LLC and BANK OF AMERICA, NATIONAL ASSOCIATION, AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-WHALE 8, dated as of 9/30/2010, recorded 10/14/2010 as CRFN 2010000344286. Modifies Mortgage 'A' as amended and restated by CRFN 2006000679014.

ASSIGNMENT OF MORTGAGE made by BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-WHALE 8 to DEUTSCHE BANK TRUST COMPANY AMERICAS, AS ADMINISTRATIVE AGENT dated as of 08/12/2011, recorded 09/16/2011 in (as) CRFN 2011000329360. Assigns above Replacement Mortgage 'A'.

AMENDED, RESTATED AND CONSOLIDATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, HOTEL REVENUE AND SECURITY AGREEMENT made by and between HENRY HUDSON HOLDINGS LLC, HUDSON LEASECO LLC AND 58TH STREET BAR COMPANY LLC and DEUTSCHE BANK TRUST COMPANY AMERICAS, AS ADMINISTRATIVE AGENT dated as of 08/12/2011, recorded 09/16/2011, in (as) CRFN 2011000329361. Amends and restates and spreads the Amended and Restated Replacement Mortgage 'A' into a valid first lien in the amount of $115,000,000.00.

FIRST AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, HOTEL REVENUE AND SECURITY AGREEMENT AND TO ASSIGNMENT OF LEASES AND RENTS AND HOTEL REVENUES made by and between HENRY HUDSON HOLDINGS LLC, HUDSON LEASECO LLC AND 58TH STREET BAR COMPANY LLC and DEUTSCHE BANK TRUST COMPANY AMERICAS, AS ADMINISTRATIVE AGENT dated as of 12/07/2011, recorded 02/21/2012, in (as) CRFN 2012000068316. Amends and Restates the above Amended and Restated Consolidated Mortgage, Assignment of Leases and Rents, Hotel Revenue and Security Agreement.

ASSIGNMENT OF MORTGAGE made by DEUTSCHE BANK TRUST COMPANY AMERICAS, AS ADMINISTRATIVE AGENT to UBS REAL ESTATE SECURITIES INC., dated as of 11/14/2012 and recorded 11/26/2012 as CRFN 2012000461819.

FOR CONSOLIDATION, SEE MORTGAGE 'B'

MORTGAGE 'B'

FEE AND LEASEHOLD MORTGAGE made by HENRY HUDSON HOLDINGS LLC and HUDSON LEASECO LLC and 58TH STREET BAR COMPANY LLC to UBS REAL ESTATE SECURITIES INC. in the amount of $65,000,000.00 dated as of 11/14/2012 and recorded 11/26/2012 as CRFN 2012000461820.

CONSOLIDATED AMENDED AND RESTATED FEE AND LEASEHOLD MORTGAGE AND SECURITY AGREEMENT made by HENRY HUDSON HOLDINGS LLC and HUDSON LEASECO LLC and 58TH STREET BAR COMPANY LLC to UBS REAL ESTATE SECURITIES INC. dated as of 11/14/2012 and recorded 11/26/2012 as CRFN 2012000461821. Consolidates Mortgages 'A' and 'B' to form a single lien in the amount of $180,000,000.00.

ASSIGNMENT OF MORTGAGE made by UBS REAL ESTATE SECURITIES INC. to CITIGROUP GLOBAL MARKETS REALTY CORP. AND BANK OF AMERICA, N.A. dated as of 2/6/2014, recorded 2/14/2014 in (as) CRFN 2014000058277. Assigns Mortgage(s) 'A' and 'B' as consolidated.

FOR CONSOLIDATION, SEE MORTGAGE 'C'

MORTGAGE 'C'

CONSOLIDATED, AMENDED AND RESTATED FEE AND LEASEHOLD MORTGAGE AND SECURITY AGREEMENT made by HENRY HUDSON HOLDINGS LLC, 58TH STREET BAR COMPANY LLC AND HUDSON LEASECO LLC to CITIGROUP GLOBAL MARKETS REALTY CORP. AND BANK OF AMERICA, N.A. in the amount of $$53,333,333.34 dated 2/6/2014, recorded 2/14/2014 in (as) CRFN 2014000058278. This Mortgage, by its terms, was consolidated with Mortgages A and B to form a single lien in the amount of $233,333,333.34.

ASSIGNMENT OF MORTGAGE made by CITIGROUP GLOBAL MARKETS REALTY CORP. AND BANK OF AMERICA, N.A. to DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR CGBAM COMMERCIAL MORTGAGE TRUST [redacted]-HD, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-HD, AND THE COMPANION LOAN HOLDER dated as of 5/28/2014, recorded 8/4/2014 in (as) CRFN 2014000255044. Assigns Mortgage(s) 'A', 'B' and 'C', as consolidated.

ASSIGNMENT OF MORTGAGE made by DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR CGBAM COMMERCIAL MORTGAGE TRUST 2014-HD, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-HD, AND THE COMPANION LOAN HOLDER to COLUMN FINANCIAL, INC. dated as of 2/9/2017, recorded 2/21/2017 in (as) CRFN 2017000070240. Assigns Mortgage(s) 'A', 'B' and 'C', as consolidated.

AMENDED AND RESTATED FEE AND LEASEHOLD MORTGAGE AND SECURITY AGREEMENT made by and between HENRY HUDSON HOLDINGS LLC, 58TH STREET BAR COMPANY LLC AND HUDSON LEASECO LLC and COLUMN FINANCIAL, INC. dated as of 2/9/2017, recorded 2/21/2017, in (as) CRFN 2017000070241. Amends and Restates Mortgage(s) 'A', 'B', and 'C', as consolidated in the unpaid amount of $225,000,000.00.

ASSIGNMENT OF MORTGAGE made by COLUMN FINANCIAL, INC. to U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS TRUSTEE IN TRUST FOR HOLDERS OF CSMC TRUST 2017-HD COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2017-HD dated 3/29/2017, recorded 2/18/2020 in (as) CRFN 2020000061987. Assigns Mortgage(s) 'A', 'B' and 'C', as consolidated.

CORRECTIVE ASSIGNMENT OF FEE AND LEASEHOLD MORTGAGE AND SECURITY AGREEMENT made by COLUMN FINANCIAL, INC. to U.S. BANK NATIONAL

ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS TRUSTEE IN TRUST FOR HOLDERS OF CSMC TRUST 2017-HD COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2017-HD dated as of 05/15/2020, recorded 05/22/2020 in (as) CRFN 2020000154471. (NOTE: This correction Assignment is made to correct the Assignment of Mortgage previously recorded on 02/18/2020 as CRFN 2020000061987 for the purpose of fixing the acknowledgment which was used in connection with the execution of the original assignment as well as to include the complete mortgage schedule which was the subject of said assignment).

ASSIGNMENT OF MORTGAGE made by U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS TRUSTEE IN TRUST FOR HOLDERS OF CSMC TRUST 2017-HD COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2017-HD to HOLLIDAY PARK, LLC dated as of 3/20/2020 , recorded 3/31/2020 in (as) CRFN 20200000113455. Assigns Mortgage(s) 'A', 'B' and 'C', as consolidated.

CORRECTIVE ASSIGNMENT OF FEE AND LEASEHOLD MORTGAGE AND SECURITY AGREEMENT made by U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS TRUSTEE IN TRUST FOR HOLDERS OF CSMC TRUST 2017-HD COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2017-HD to HOLLIDAY PARK, LLC dated as of 11/24/2020 and being duly recorded in the Office of the New York City Register immediately prior hereto.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2020120200374002002SBAB1

SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2020120200374002 Document Date: 11-24-2020 Preparation Date: 12-02-2020
Document Type: DEED, OTHER

ASSOCIATED TAX FORM ID: 2020111200180

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
RP - 5217 REAL PROPERTY TRANSFER REPORT	4

FOR CITY USE ONLY

C1. County Code | C2. Date Deed Recorded (Month / Day / Year)

C3. Book OR C4. Page

C5. CRFN

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location: 353 (STREET NUMBER) | WEST 57TH STREET 1 (STREET NAME) | MANHATTAN (BOROUGH) | 10019 (ZIP CODE)

2. Buyer Name: EC 58TH STREET LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 2 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☑

7. New Construction on Vacant Land ☐

8. Seller Name: HENRY HUDSON HOLDINGS, LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential
B ☐ 2 or 3 Family Residential
C ☐ Residential Vacant Land
D ☐ Non-Residential Vacant Land
E ☑ Commercial
F ☐ Apartment
G ☐ Entertainment / Amusement
H ☐ Community Service
I ☐ Industrial
J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date: 11 / 24 / 2020 (Month / Day / Year)

11. Date of Sale / Transfer: 11 / 24 / 2020 (Month / Day / Year)

12. Full Sale Price: $ 268,723,736

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type **not** Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☑ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: R H

16. Total Assessed Value (of all parcels in transfer): 75,946,950

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

MANHATTAN 1048 1701 | MANHATTAN 1048 1702 |

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER		BUYER'S ATTORNEY	
see attached			
BUYER SIGNATURE	DATE	LAST NAME	FIRST NAME
C/O: ELDRIDGE INDUSTRIES LLC 600 STEAMBOAT ROAD, SUITE 200			
STREET NUMBER STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
GREENWICH	CT 06830	SELLER	
		see attached	
CITY OR TOWN	STATE ZIP CODE	SELLER SIGNATURE	DATE

STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (RP-5217NYC)

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER:

EC 58TH STREET LLC,
a Delaware limited liability company

By: _____
Name: Anthony D. Minella
Title: President

Dated: November 24, 2020

[Signature Page to Transfer Tax Form (RP-5217) (Deed)]

STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (RP-5217NYC)

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER:

HENRY HUDSON HOLDINGS, LLC

By: Hudson Delano Senior Mezz LLC,
its sole member

By: Hudson Delano Junior Mezz LLC,
its sole member

By: Morgans Group, LLC,
its sole member

By: Morgans Hotel Group Co. LLC,
its sole member

By: SBE ENT Holdings, LLC,
its sole member

By: _____
Name: Philippe Zrihen
Title: Chief Business Officer

Dated: November 24, 2020

[Signature Page to Transfer Tax Form (RP-5217) (Deed)]

KUCKER
MARINO
WINIARSKY
& BITTENS, LLP

Alan D. Kucker
James R. Marino
Nativ Winiarsky
Andrew B. Bittens *
William D. Hummell
Catherine A. Helwig *
Craig P. Gambardella
Gregg R. Kurlander
Jason M. Frosch
Lisa Faham-Selzer
Joseph Goldsmith
Vladimir K. Favilukis *

Rachel V. Kramer
Danielle K. Ciraola
Kathleen B. Kelliher *
Rafael D. Dayan
William J. Halkias *
Samara Geller

OF COUNSEL:
Patrick K. Munson
Abner T. Zelman
Nikolaos Preponis
Patrick K. Yu
Nicholas G. Yokos *
Daniel Gewirtz
Tanya M. Owens
Kacey H. Sou
Eric R. McAvey
Jill L. Mandell †
Joel Celso ^

* *Also admitted in NJ*
† *Also admitted in CT*
^ *Also admitted in DC*

May __, 2022

Elizabeth Hernandez
Director, Certification of No Harassment Unit
NYC Department of Housing Preservation & Development
Housing Litigation Division
100 Gold Street, Room 6Z4
New York, NY 10038
Email: hernanel@hpd.nyc.gov

Re: Application for Exemption from the Certificate of No Harassment.
Applicant: Alberto Smeke
Ground Lessee: HUDSON 1701/1706, LLC and HUDSON 1702, LLC
Owner: 356W58 Ground Lessor LLC
Premises: 353 West 57th Street, New York, NY

Dear Ms. Hernandez:

This firm represents and is Special Counsel to HUDSON 1701/1706, LLC and HUDSON 1702, LLC, the ground lessee of the referenced Premises, and Alberto Smeke, the Applicant. We will be assisting them with the filing of their application for an Exemption from the Certificate of No Harassment. Please forward all notices, correspondence and requests for additional information concerning the instant application to me at the address set forth above. Enclosed please find one (1) original and one (1) copy of the Application with respect to the Premises as well as the requested documentation annexed as the following Exhibits:

A. An Opinion Letter of this office as to the authority of the Applicant;

B. The current Deed, certified by the Office of the City Register of NY;

C. The Memorandum of Lease to HUDSON 1701/1706, LLC and HUDSON 1702, LLC;

D. The Articles of Organization of HUDSON 1701/1706, LLC and HUDSON 1702, LLC;

E. The operating agreement or LLC resolution of HUDSON 1701/1706, LLC and HUDSON 1702, LLC;

F. The NYS filing receipt for HUDSON 1701/1706, LLC and HUDSON 1702, LLC;

G. Certificate of Good Standing of ownership entity certified by NYS Department of State;

H. The Certificate of Occupancy in effect on January 1, 1974, dated December 14, 1972 and bearing certificate of occupancy number 72773, classified the building as a Class B Hotel, and the Certificate of Occupancy, dated June 4, 1976 and bearing certificate of occupancy number 76793 which specifically stated it amended certificate of occupancy number 72773, both certified by the NYC Department of Buildings; and

I. The current Certificate of Occupancy certified by the NYC Department of Buildings.

Thank you for your cooperation in this matter. Please don't hesitate to contact me if you have questions or concerns.

Sincerely,

Joseph Goldsmith, Esq.

KUCKER
MARINO
WINIARSKY
& BITTENS, LLP

Alan D. Kucker
James R. Marino
Nativ Winiarsky
Andrew B. Bittens *
William D. Hummell
Catherine A. Helwig *
Craig P. Gambardella
Gregg R. Kurlander
Jason M. Frosch
Lisa Faham-Selzer
Joseph Goldsmith
Vladimir K. Favilukis *

Rachel V. Kramer
Danielle K. Ciraola
Kathleen B. Kelliher *
Rafael D. Dayan
William J. Halkias *
Samara Geller

OF COUNSEL:
Patrick K. Munson
Abner T. Zelman
Nikolaos Preponis
Patrick K. Yu
Nicholas G. Yokos *
Daniel Gewirtz
Tanya M. Owens
Kacey H. Sou
Eric R. McAvey
Jill L. Mandell †
Joel Celso ^

* *Also admitted in NJ*
† *Also admitted in CT*
^ *Also admitted in DC*

Elizabeth Hernandez
Director, Certification of No Harassment Unit
NYC Department of Housing Preservation & Development
Housing Litigation Division
100 Gold Street, Room 6Z4
New York, NY 10038
Email: hernanel@hpd.nyc.gov

Re: Opinion of Counsel
Application for Exemption from the Certificate of No Harassment.
Applicant: Alberto Smeke
Ground Lessee: HUDSON 1701/1706, LLC and HUDSON 1702, LLC
Owner: 356W58 Ground Lessor LLC
Premises: 353 West 57th Street, New York, NY

Dear Ms. Hernandez:

Please be advised that, based on the examination of the organizational documents of HUDSON 1701/1706, LLC and HUDSON 1702, LLC, such as the Articles of Organization and Operating Agreement, the Ground Lease, the books and records of HUDSON 1701/1706, LLC and HUDSON 1702, LLC, and considering all of the surrounding facts and circumstances, as well as having consulted with the Applicant, Alberto Smeke, it is my opinion:

(i) HUDSON 1701/1706, LLC and HUDSON 1702, LLC are in good standing with the Department of State, New York State;
(ii) The Applicant, Alberto Smeke, is a member of HUDSON 1701/1706, LLC and HUDSON 1702, LLC.
(iii) The Applicant, Alberto Smeke, is both authorized and entitled to file the instant Exemption from the requirement for a Certificate of No Harassment on behalf of HUDSON 1701/1706, LLC and HUDSON 1702, LLC and the owner, 356W58 Ground Lessor LLC, and to make all representation before HPD on behalf of HUDSON 1701/1706, LLC and HUDSON 1702, LLC and the owner, 356W58 Ground Lessor LLC;
(iv) The Applicant, Alberto Smeke, is authorized to bind HUDSON 1701/1706, LLC and HUDSON 1702, LLC and the owner, 356W58 Ground Lessor LLC, with regard to the filing of this Exemption from the requirement for a Certificate of No Harassment.

Please be advised that I am serving the Owner as Special Counsel in this matter and you may direct any questions or requests for additional information to me at the address and telephone number listed above. Thank you for your time and consideration.

Sincerely,

Joseph Goldsmith, Esq.

Exhibit D-2

CONH Application

(Attached hereto)

Application for a Certification of No Harassment *Rev. Dec 2018*

Obligation to Update: If any information stated in the application changes at any time before HPD makes a final determination regarding whether harassment occurred, the applicant must promptly update the application with such new information and submit it to HPD. If the new information includes a change in ownership or other facts that renders the original applicant ineligible to submit the Application, a new Application, including a new signature page executed by an eligible individual, and all supporting documentation must be submitted to HPD- in such an event, no new processing fee will be collected.

1. **Property:** Identify the property that is the subject of this application ("property").

Borough: ☒ Manhattan ☐ Brooklyn ☐ Bronx ☐ Queens ☐ Staten Island

Block: 1048 Lot: 1701/1702 HPD Registration ID: 117950 BIN: 1026317

Street Address: 353 West 57th Street, New York, New York 10019

Check every box that applies (check both SRO and a Special Zoning District if applicable):

☒ The property contains a Single Room Occupancy multiple dwelling.
☒ The property is located in the Special Clinton District.
☐ The property is located in the Special Hudson Yards District.
☐ The property is located in Preservation Area P-2 of the Special Garment Center District.
☐ The property is located in the Greenpoint-Williamsburg anti-harassment area.
☐ The property is located in the Special West Chelsea District.

2. **Building Configuration:** Attach either an original certified copy of the certificate of occupancy or original certified letter from the Department of Buildings stating that the building does not have a certificate of occupancy. Describe the legal and actual configuration of the building below.

Type of Unit	Legal Configuration - Number of Units	Actual Configuration - Number of Units
Apartment Dwelling Units	1	1
SRO Dwelling Units	959	959
Total Dwelling Units	960	960
Commercial Units	2	2

What is the basis of the legal configuration described above?

☒ Certificate of Occupancy (must attach if this is the basis of the legal configuration)
☐ Original certified letter from the Department of Buildings

3. **Building Occupancy:** Is the building currently vacant?

☐ Yes (How long has the building been vacant?) _____.
☒ No (Describe the current occupancy below).

Type of Unit	Occupied	Vacant	Total
Apartment Dwelling Units	1	0	1
SRO Dwelling Units	37	922	959
Total Dwelling Units	38	922	960
Commercial Units	2	0	2

Printed on paper containing 30% post-consumer material.

6. **Reason For Application:** Briefly describe the reason for this application (e.g., the alteration or demolition work to be performed at the property).

Alterations and renovation of rooms at the building.

A. Have any applications for permits been filed with the Department of Buildings for work at the property which would require a certification of no harassment?

- [x] No (Even if no such applications for permits have been filed with the Department of Buildings, HPD may request copies of architectural plans).
- [ ] Yes (Attach a copy of each such application, stamped by the Department of Buildings, and all attachments thereto).

B. Is any construction work currently in progress?

- [x] No.
- [ ] Yes (Provide details below).

4. **Applicant(s):** Identify the applicant(s). An applicant must be a natural person, not an entity. If the building is owned by more than one deed owner, all the owners need to be named as applicants or a notarized letter signed by each additional deed owner has to be submitted authorizing the applicant to file the application for certificate of no harassment on behalf of that owner. If the application is filed by a Net Lessee, the deed owner has to provide a notarized letter signed by the deed owner authorizing the Net Lessee to file the application for certificate of no harassment on behalf of that owner. In case of a multiple dwelling owned by an entity, the letter has to describe the corporate relationship of the person signing the letter on behalf of the entity.

Name (1) Alberto Smeke _____ Name (2) _____

Social Security Number: [redacted] Social Security Number: ___/___/_____

Date of Birth: [redacted] Date of Birth: ___/___/_____

Mailing Address: 6 St. Johns Lane, New York, NY 10013

Business Telephone Number: 212-419-3149 Mobile Telephone Number: 347-421-3335

Email Address: as@csc-coliving.com Fax Number: _____

Relationship to the property (attach documentation): Managing Member of Ground Lessee

Deed Owner: 356W58 Ground Lessor LLC

Deed Owner Address: c/o MSP Capital Investments, LLC, 3953 Maple Ave., Suite 350, Dallas, Texas 75219

5. **Access Authorizer:** Does the applicant identified in response to Question 4 have legal authority to authorize the Department of Housing Preservation and Development ("HPD") to enter all common areas of the property?

☒ Yes.

☐ No (Identify the person who will sign this application to authorize such access below).

The Access Authorizer listed shall be an individual natural person who either has legal possession of all common areas of the building, or is authorized to sign on behalf of and bind the persons or entities who have legal possession of all common areas of the building.

Name: _____

Social Security Number: ___/___/_____ Date of Birth: ___/___/_____

Mailing Address: _____

Business Telephone Number: _____ Mobile Telephone Number: _____

Email Address: _____ Fax Number: _____

Relationship to the property: _____

7. **Prior Applications For The Property:** Has anyone ever submitted an application for a certification of no harassment (or an exemption or waiver from the requirement for a certification of no harassment) to HPD with respect to the property?

☐ No.

☒ Yes (Indicate the date of the application, whether HPD granted or denied the certification of no harassment, and any other relevant details).

Date of the Application	Applicant	Granted, Denied, Withdrawn	Other Relevant Detail
February 1998	Ian Schrager	Granted	Application No. 9/98

8. **Current Ownership**

A. Current Owners: List each current holder of title to the property including individual owners, joint owners and corporate entity:

Name	Date of Birth	SSN or EIN	Address
356W58 Ground Lessor LLC		EIN: 88-1529701	c/o MSP Capital Investments, L.L.C., 3953 Maple Ave., Suite 350, Dallas, Texas 75219

B. Current Principals and Officers: If title to the property is held by an entity rather than by a person, list (i) every director, general partner, managing partner, or managing member of such entity, (ii) every officer of such entity, (iii) every other person authorized to sign for and bind such entity, and (iv) every person or entity holding a 10% or more economic interest in such entity. Provide an opinion of counsel letter which authorizes the individual to file the application. An opinion of counsel letter is a letter by an attorney stating that the person signing the application for the corporation, partnership or limited liability corporation, is entitled to file and act on behalf of the entity and to make all of the representations and commitments therein. **You must also provide the supporting documentation as listed in the Instructions to support the below.**

Name	Date of Birth	SSN	Relationship to Owner	Address and Telephone Number

C. Current Management: List each person who served as a managing agent, a superintendent, collected rents, supervised or ordered repairs, or exercised any other discretion in the management of the property under the current ownership.

Name and Address	Employer and Role	Period of Service
Alberto Smeke	HUDSON 1701/1706, LLC Asset Manager	May, 2022 - Present
Sal Smeke	HUDSON 1701/1706, LLC Asset Manager	May, 2022 - Present
Denise Cruz	HUDSON 1701/1706, LLC Property Manager	1999 - Present

9. Prior Ownership

A. Prior Owners: Have you been the owner for the entire inquiry period?

☐ Yes

☒ No (Complete the appropriate sections below).

List each prior holder of title to the property including individual owners, joint owners and corporate owners:

Name	Period of Ownership	Tax ID (if corporate entity)
Irving Schatz (Lot 1703)	1984-12/3/12	N/A
Adrienne Wechsler Cheryl Hirsch (Lot 1704)	6/15/93-3/20/14	N/A
Irving Schatz (Lot 1705)	1984-12/3/12	N/A
Irving Schatz (Lot 1706)	1984-12/3/12	N/A
Henry Hudson Holdings LLC (Lot 1702)	1999-2020	13-4035148
EC 58th Street LLC (Lot 1702)	11/2020-2022	

B. Principals and Officers Of Prior Owners: If title to the property was previously held by an entity rather than a person at any time since the referral date, list (i) every director, general partner, managing partner, or managing member of such entity, (ii) every officer of such entity, (iii) every other person authorized to sign for and bind such entity, and (iv) every person or entity holding a 10% or more economic interest in such entity.

Name	Period of Ownership	Relationship to Owner	Address	Telephone Number
See the schedule annexed hereto as Exhibit C.				

C. Management – Prior Ownership: List each person who served as a managing agent, a superintendent, collected rents, supervised or ordered repairs, or exercised any other discretion in the management of the property from the referral date under a prior owner.

Name and Address	Employer and Role	Period of Service
See the schedule annexed hereto as	Exhibit D.	

10. **Criminal Convictions And Proceedings:** Have any of the persons or entities listed above in items 4-9 ever been convicted of a crime, or is any such person or entity currently a defendant in a pending criminal proceeding?

☒ No.

☐ Yes (Provide details below).

Name	Court	Docket Number	Case Name	Disposition

11. **Prior Applications By Or On Behalf Of The Owner Or Applicant:** Has the owner, the applicant, or any other representative acting on behalf of the owner ever previously applied for a certification of no harassment for any property other than the subject property?

☒ No.

☐ Yes (Indicate each property for which the applicant sought a certification of no harassment and the disposition of each such application).

Borough	Block	Lot	Address	Registration ID

12. **Occupants:** List all current residential and commercial occupants of the property.

Name	Unit/ Floor No.	Initial Occupancy Date	Phone Number	Monthly Rent	Rent Stabilized (Y/N)	Current Lease (Y/N)
See the schedule annexed hereto as Exhibit E.						

12. Occupants Continued

Name	Unit/ Floor No.	Initial Occupancy Date	Phone Number	Monthly Rent	Rent Stabilized (Y/N)	Current Lease (Y/N)

If needed, please add additional pages.
Additional pages added? _____ YES _____ NO

13. **Former Occupants:** List each former occupant who vacated a dwelling unit or rooming unit at the property after the referral date, whether through eviction, relocation, surrender of occupancy rights, or any other means. If such occupant was relocated, please provide a copy of any agreement with respect to the surrender of occupancy rights, if one exists, and any other relevant details.

Name Of Occupant	Unit	Initial Occupancy Date	Move Out Date	Reason For Moving Out	Current Address And Phone Number	Last Monthly Rent
See the schedule annexed hereto as Exhibit F.						

If needed, please add additional pages.
Additional pages added? _____ YES _____ NO

14. **Relocation:** Will any occupants be relocated or displaced as a result of the alteration or demolition work to be performed at the property?

☒ No.
☐ Yes (Provide details below).

Name	Unit	Monthly Rent	Reason For Relocation or Displacement	Phone Number	Relocated to What Location

If needed, please add additional pages.
Additional pages added? _____ YES _____ NO

15. Has the building been registered annually with New York State Homes and Community Renewal (HCR) during the inquiry period?

☐ No.
☒ Yes (Provide all rent registrations for each unit filed within the inquiry period).

16. **HCR Proceedings:** During the inquiry period, have there been any harassment proceedings, decrease in service proceedings, or other proceedings with regard to the property before the New York State Homes and Community Renewal (HCR)?

☒ No.
☐ Yes (Provide details below and attach a copy of each complaint and final disposition, if any).

Party Names	Dates	Docket Number	Nature of Proceeding	Attorneys for Parties	Disposition or Current Status

17. **Other Administrative Proceedings:** During the inquiry period, have there been any administrative proceedings with regard to the property before any governmental or quasi-governmental authority other than the New York State Homes and Community Renewal?

☐ No.

☐ Yes (Provide details below and attach a copy of each complaint and final disposition, if any).

Party Names	Dates	Docket Number	Nature of Proceeding	Attorneys for Parties	Disposition or Current Status
See the schedule annexed hereto as Exhibit H.					

18. **Litigation:** During the inquiry period, has there been any litigation with respect to the property?

☐ No.

☒ Yes (Provide details below and attach a copy of each petition and final disposition documents, if any).

Title and Type of Action	Index No. and Court	Plaintiff/ Petitioner's Attorney	Defendant/ Respondent's Attorney	Disposition or Current Status
EC 58TH STREET LLC v. TAX COMMISSION	258783/2021	DITCHIK & DITCHIK		PENDING

19. **Coercion:** During the inquiry period, has any title holder or lessee, its agents, employees or other persons acting on its behalf used force, or threatened the use of force, against the person or property of any occupant of a dwelling unit at the property?

☒ No.
☐ Yes (Provide details).

20. **Services:** During the inquiry period, has any title holder or lessee, its agents, employees or other persons acting on its behalf interrupted or discontinued any services at the property, including, but not limited to, heat, hot water, cold water, electricity, gas, and elevator service?

☒ No.
☐ Yes (Provide details).

21. **Vacate Orders**: Has any governmental agency issued any vacate orders (full or partial) with respect to all or part of the property during the inquiry period or active if issued prior to the inquiry period?

- [x] No.
- [ ] Yes (Provide details below and attach certified copies of each vacate order).

Vacate Order Number:_____
Issuing Agency:

- [ ] HPD
- [ ] Department of Buildings
- [ ] Fire Department
- [ ] Department of Health and Mental Hygiene
- [ ] Other (Identify): _____

Date Issued: _____
Date Lifted: _____
Basis of Order: _____
Number of Occupants Displaced: _____
Number of Occupants Returned (who were displaced): _____
Describe any other relevant information:

_____

_____

_____

_____

_____

Vacate Order Number:_____
Issuing Agency:

- [ ] HPD
- [ ] Department of Buildings
- [ ] Fire Department
- [ ] Department of Health and Mental Hygiene
- [ ] Other (Identify): _____

Date Issued: _____
Date Lifted: _____
Basis of Order: _____
Number of Occupants Displaced: _____
Number of Occupants Returned (who were displaced): _____
Describe any other relevant information:

_____

_____

_____

_____

_____

22. **Locks:** During the inquiry period, has any title holder or lessee, its agents, employees or other persons acting on its behalf removed the possessions of an occupant from the dwelling unit, removed the door at the entrance to an occupied dwelling unit, removed, plugged, or otherwise rendered the lock on an entrance door inoperable, or changed the lock on an entrance door without supplying the occupant with a key?

☒ No.
☐ Yes (Provide details).

23. **Other:** Provide any other information relevant to this application.

Concomitantly with the filing of the instant application the Applicant is filing an Application for an exemption from the CONH requirement for the Special Clinton District.

Applicant Consent: The owner of the property hereby consents to permit HPD unfettered access to the property that is the subject of this application at all times and without prior notice. The purpose of such access is for the investigation of all facts relevant to this application from the date hereof until the date upon which HPD makes a final determination with respect to the grant or denial of the certification pursuant to the application of a Certification of No Harassment.

It is understood that the failure to provide such access when requested will prevent the processing of this application and, in the discretion of HPD, may result in the denial of the issuance of a Certification.

Further, it is understood that the application may be denied if it contains any false or misleading statements, or material omissions.

Further, it is understood that the applicant and/or undersigned must first obtain a Certification of No Harassment from HPD and all necessary permits from the DOB prior to commencing the work at the subject premises, which is the subject of this application.

I, the applicant, have read the within application and attest that its entire contents are true and complete.

_____	_____
Applicant's Signature (1)	Applicant's Signature (2)
_____	_____
Print Name Above	Print Name Above
_____	_____
Relationship to the Property	Relationship to the Property
_____	_____
Corporate Entity Designee Signature	Access Authorizer Signature
_____	_____
Print Name Above	Print Name Above
_____	_____
Relationship to the Owner (title)	Relationship to the Owner (title)

Sworn to this _____ day of _____, 20___.

_____
Notary

$
911760

Deed

THIS INDENTURE made the 18th day of December, 1998, between EDUCATIONAL BROADCASTING CORPORATION, a not-for-profit corporation chartered by the Board of Regents of the State of New York, having its principal office at 450 West 33rd Street, New York, New York 10001 (the "Grantor"), and HENRY HUDSON HOLDINGS LLC, a Delaware limited liability company having an address c/o Ian Schrager Hotels LLC, 475 Tenth Avenue, New York, NY 10018 (the "Grantee").

WITNESSETH:

That the Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs, successors and assigns of the Grantee, forever:

The Condominium Unit (the "Unit") known as Unit No. 1 in the premises known as 353 West 57th Street Condominium and by the street number 353-61 West 57th Street a/k/a 356 West 58 Street, Borough of Manhattan, City, County and State of New York, the ("Condominium"), said Unit being designated and described as the EBC Unit 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 April 11, 1985, and recorded in the New York County Office of the Register of the City of New York (the "Register's Office") on April 24, 1985, in Reel 902, Page 1, as amended by First Amendment To Declaration dated January 19, 1993 and recorded in the Register's Office on May 11, 1993 in Reel 1969, Page 2286 (said Declaration, as the same maybe amended from time to time, being hereinafter referred to as the "Declaration") and also designated as Tax Lot 1701 in Block 1048 of Section 4, of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said Building, certified by Butler Rogers Baskett Architects, on March 27, 1985, and filed on April 22, 1985 with the Real Property Assessment Department of The City of New York as Condominium Plan No. 208 and also filed on April 24, 1985 in the Register's Office as Condominium Map No. 4326, as amended by Amended Floor Plans certified by Butler Rogers Baskett Architects on December 12, 1992, which Amended Floor Plans were also filed in the Real Property Assessment Department of the City of New York on May 5, 1993 as Condominium Plan No. 208A (Amendment to Plan No. 208), and also filed in the Register's Office on May 11, 1993 as Condominium Map No. 5192. The premises within which the EBC Unit is located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized herein that are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of 353 West 57th Street Condominium. (Said By-Laws, as the same may be amended form time to time, are hereinafter referred to as the "By-Laws");

Premises: 353 West 57th Street
Commercial Unit #1

TOGETHER with an undivided 44.05105 percent interest in the Common Elements;

TOGETHER with the appurtenances and all the estate and the right of the Grantor in and to the Unit;

TOGETHER with, and SUBJECT to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

SUBJECT to such other liens, agreement, covenants, easements, restrictions and other matters as pertain to the Unit and/or the Property.

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs, successors and assigns of the Grantee, forever, and the Grantor covenants Grantor has not done or suffered anything whereby the Unit or the Property have been encumbered in any way whatever.

If any provision of the Declaration or the By-Laws is invalid or would cause the Declaration of the By-Laws to be insufficient to submit the Property to the provisions of the New York Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to submit that Property to the provisions of the New York Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the New York Condominium Act, the applicable provisions of Article 26 of the Declaration shall control.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purposes of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this Indenture so requires.

The intended use of the unit is any use permitted under the Declaration.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

EDUCATIONAL BROADCASTING CORPORATION,
Grantor

Thomas A. Conway
Vice President and Chief Financial Officer

HENRY HUDSON HOLDINGS LLC,
Grantee

Name: Peter Ahl
Title: Authorized Signatory

STATE OF NEW YORK)
)ss:
COUNTY OF NEW YORK)

On the 18 day of December, 1998, before me, the undersigned, a notary public in and for the State of New York, personally appeared Thomas A. Conway, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
ARIANNE L. GOLUB
Notary Public, State of New York
No. 01GO6035284
Qualified in Nassau County
Commission Expires October 31, 20 00

STATE OF NEW YORK)
)ss:
COUNTY OF NEW YORK)

On the 17th day of December, 1998, before me, the undersigned, a notary public in and for the State of New York, personally appeared Peter Ahl, 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 he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
LASCELLES ELCOCK
Notary Public, State of New York
No. 01EL6015737
Qualified in Bronx County
Commission Expires Nov. [illegible] 2000

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street distant 20 feet easterly from the corner formed by the intersection of the easterly side of 9th Avenue with the northerly side of 57th Street;

RUNNING THENCE Easterly along the said northerly side of 57th Street 155 feet;

THENCE Northerly parallel with 9th Avenue 200 feet 10 inches to the southerly side of 58th Street;

THENCE Westerly along the said southerly side of 58th Street 135 feet to the point distant 40 feet easterly from the corner formed by the intersection of the southerly side of 58th Street with the easterly side of 9th Avenue;

THENCE Southerly parallel with 9th Avenue and part of the distant through a party wall 100 feet 10 inches;

THENCE Westerly parallel more or less with 58th Street 20 feet;

THENCE Southerly and part of the way through another party wall 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

CITY REGISTER RECORDING AND ENDORSEMENT PAGE
- NEW YORK COUNTY -
(This page forms part of the instrument)

Block(s) 1048
Lot(s) 1701

Record & Return to: Skadden, Arps, Slate, Meagher & Flom LLP
919 Third Avenue
New York, New York 10022
Attn: John Davis, Esq.

Title/Agent Company name: Title Associates Inc.
Title Company number: TA#98(01) 1101

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (✍):

City Register Serial Number ➡ 000385

Indexed By (✍):
Verified By (✍):

Block(s) and Lot(s) verified by (✓):
Address ☑ Tax Map ☐
Extra Block(s) Lot(s)

Mtge Tax Serial No.	
Mtge Amount	$
Taxable Amount	$
Exemption (✓)	YES ☐ NO ☐
Type: (CIRCLE ONE)	[339EE] [255] [OTHER]
Dwelling Type: (CIRCLE ONE)	[1 to 2] [3] [4 to 6] [over 6]

TAX RECEIVED ON ABOVE MORTGAGE ▼

County (basic)	$
City (Addt'l)	$
Spec Addt'l	$
TASF	$
MTA	$
NYCTA	$
TOTAL TAX	$

Apportionment Mortgage (✓) YES ☐ NO ☐

Joy A. Bobrow, City Register

Recording Fee (A)	$ 47
Affidavit Fee (C)	$
TF-584/582 Fee (Y)	$ —
RPTT Fee (R)	$ 025
HPD-A ☒	HPD-C ☐

New York State Real Estate Transfer Tax ▼
$ 91760
Serial Number ➡ 007118

New York City Real Property Transfer Tax Serial Number ➡ R 0078

New York State Gains Tax Serial Number ➡

RECORDED IN NEW YORK COUNTY
OFFICE OF THE CITY REGISTER
1999 JAN -5 A 9:32

Witness My Hand and Official Seal

Joy A. Bobrow
City Register

CRFS8001.EPG 1/93

RTT 2187PG0897

DED 0154 47.00
LOT 1 1-1
CSR RECPT DATE 1-5-99 TIME 10:12

REEL 2841 FG 1854

10

DEED

THIS INDENTURE made the 12 day of February, 1999 between IAN SCHRAGER HOTELS LLC (f/k/a WEST 57TH LLC), a New York limited liability company, having an address at c/o Ian Schrager Hotels LLC, 475 Tenth Avenue, New York, New York 10018 (the "Grantor"), and HENRY HUDSON HOLDINGS LLC, a Delaware limited liability company, having an address at c/o Ian Schrager Hotels LLC, 475 Tenth Avenue, New York, New York 10018 (the "Grantee").

W I T N E S S E T H:

That the Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs, successors and assigns of the Grantee, forever:

The Condominium Unit (the "Unit") known as Unit No. 2 in the premises known as 353 West 57th Street Condominium and by the street number 353-61 West 57th Street a/k/a 356 West 58 Street, Borough of Manhattan, City, County and State of New York (the "Condominium"), said Unit being designated and described as the Modified Hotel Unit 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 4/11/85, and recorded in the New York County Office of the Register of the City of New York on 4/24/85, in Reel 902, Page 1, as amended by First Amendment To Declaration dated 1/29/93 and recorded on 5/11/93 in Reel 1969, Page 2286 (said Declaration dated as the same may be amended from time to time, being hereinafter referred to as the "Declaration") and also designated as Tax Lot 1702 in Block 1048 of Section 4, of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said Building, certified by Butler Rogers Baskett Architects, on 3/27/85, and also filed with the Real Property Assessment Department of The City of New York as Condominium Plan No. 208, Map No. 4326, and Plan No. 208A (Amendment to Plan No. 208), Map No. 5192 respectively on 4/22/85, and on 5/5/93. The

353 West 57th street, Unit 2

premises within which the Unit is located is more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein that are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of 353 West 57th Street Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws");

TOGETHER with an undivided 46.94011 percent interest in the Common Elements;

TOGETHER with the appurtenances and all the estate and right of the Grantor in and to the Unit;

TOGETHER with, and SUBJECT to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

SUBJECT to such other liens, agreement, covenants, easements, restrictions and other matters as pertain to the Unit and/or the Property.

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs, successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the New York Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to submit the Property to the provisions of the New York Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the New York Condominium Act, the applicable provisions of Article 26 of the Declaration shall control.

The Grantor covenants that the Grantor has not done or suffered anything to be done whereby, the Unit has been encumbered in any way whatever, except as aforesaid.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purposes of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purpose.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this Deed so requires.

This unit is intended for commercial use.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

IAN SCHRAGER HOTELS LLC,
Grantor

By: [signature]
Name: Peter Ahl
Title: Authorized Signatory

HENRY HUDSON HOLDINGS LLC,
Grantee

By: [signature]
Name: Peter Ahl
Title: Authorized Signatory

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 12TH day of February in the year 1999 before me, the undersigned, a notary public in and for said state, personally appeared Peterwahl, 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 he/~~she/they~~ executed the same in his/~~her/their~~ capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Beatrice S. Williams
Notary Public
My commission expires:

[Notary Seal]

Beatrice S. Williams
Notary Public, State of New York
No. 01WI6013474
Qualified in Queens County
Commission Expires Nov. 2, 20[illegible]

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 12TH day of February in the year 1999 before me, the undersigned, a notary public in and for said state, personally appeared Peter W. Ahl, 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 he/~~she/they~~ executed the same in his/~~her/their~~ capacity, and that by his/~~her/their~~ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Beatrice S. Williams
Notary Public
My commission expires:

[Notary Seal]

Beatrice S. Williams
Notary Public, State of New York
No. 01WI6013474
Qualified in Queens County
Commission Expires Nov. 2, 20[illegible]

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street distant 20 feet easterly from the corner formed by the intersection of the easterly side of 9th Avenue and with the northerly side of 57th Street;

RUNNING THENCE Easterly along the said northerly side of 57th Street 155 feet;

THENCE Northerly parallel with 9th Avenue 200 feet 10 inches to the southerly side of 58th Street;

THENCE Westerly along the said southerly side of 58th Street 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of 58th Street with the easterly side of 9th Avenue;

THENCE Southerly parallel with 9th Avenue and part of the distant through a party wall 100 feet 10 inches;

THENCE Westerly parallel more or less with 58th Street 20 feet;

THENCE Southerly and part of the way through another party wall 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

DEED 2841 PG 1860

CITY REGISTER RECORDING AND ENDORSEMENT PAGE
- NEW YORK COUNTY -

(This page forms part of the instrument)

Block(s): 1048

Lot(s): 1702

Title/Agent Company Name: Title Associates Inc.

Title Company Number: TA#99(01)054

RECORD & RETURN TO:
NAME ▼ Neil L. Rock, Esq. Skadden,Arps,Slate,Meager&Flom LLP
ADDRESS ▼ 919 Third Avenue
CITY ▼ New York, New York
STATE ▼
ZIP ▼ 10022

OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:

Examined by (✓):

Mtge Tax Serial No.
Mtge Amount $
Taxable Amount $

Exemption (✓) YES ☐ NO ☐

Type: [339EE] [255] [OTHER]

Dwelling Type: [1 to 2] [3] [4 to 6] [over 6]

TAX RECEIVED ON ABOVE MORTGAGE ▼

County (basic)	$
City (Addt'l)	$
Spec Addt'l	$
TASF	$
MTA	$
NYCTA	$
TOTAL TAX	$

Apportionment Mortgage (✓) YES ☐ NO ☐

Joy A. Bobrow, City Register

City Register Serial Number → 013562

Indexed By (✓): RR

Verified By (✓): CB

Block(s) and Lot(s) verified by (✓):

Address ☐ Tax Map ☐

Extra Block(s) Lot(s)

Recording Fee	A	$ 52
Affidavit Fee	(C)	$
TP-584/582 Fee	(Y)	$
RPTT Fee	(R)	$ 25
HPD-A ☐		HPD-C ☐

New York State Real Estate Transfer Tax ▼
$ 0
Serial Number → 003732

New York City Real Property Transfer Tax Serial Number → R 2799

DEED 0404 $2.00

New York State Gains Tax Serial Number →

I.D/TL CSHR RECPT DATE TIME
1-1 1 51892 Mar 23-99 13:11

RECORDED IN NEW YORK COUNTY
OFFICE OF THE CITY REGISTER

[illegible] 32

Witness My Hand and Official Seal

Joy A. Bobrow

City Register

CRGFM8SN.EPS 11/98

45 - H - 002

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2020120200374002002E7430

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 11**

Document ID: 2020120200374002 Document Date: 11-24-2020 Preparation Date: 12-02-2020
Document Type: DEED, OTHER
Document Page Count: 10

PRESENTER:
FIRST AMERICAN TITLE INSURANCE CO NCS
666 THIRD AVENUE
3020-990850NY1AS
NEW YORK, NY 10017
212-850-0652
ASCARPA@FIRSTAM.COM

RETURN TO:
WEIL GOTSHAL & MANGES LLP
767 FIFTH AVE
DAVID HERMAN ESQ
NEW YORK, NY 10153

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1048	1701	Entire Lot	1	353 WEST 57TH STREET

Property Type: COMMERCIAL CONDO UNIT(S)

Borough	Block	Lot		Unit	Address
MANHATTAN	1048	1702	Entire Lot	2	353 WEST 57TH STREET

Property Type: COMMERCIAL CONDO UNIT(S)

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

GRANTOR:
HENRY HUDSON HOLDINGS, LLC
131 SPRING STREET, 4TH FLOOR, SUITE 401-2
NEW YORK, NY 10012

GRANTEE:
EC 58TH STREET LLC
C/O: ELDRIDGE INDUSTRIES LLC, 600 STEAMBOAT ROAD, SUITE 200
GREENWICH, CT 06830

FEES AND TAXES

Mortgage :

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	90.00
Affidavit Fee:	$	0.00

Filing Fee: $ 250.00
NYC Real Property Transfer Tax: $ 7,053,998.07
NYS Real Estate Transfer Tax: $ 1,746,706.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 12-04-2020 14:27
City Register File No.(CRFN): **2020000344628**

City Register Official Signature

3020-990850241

DEED IN LIEU OF FORECLOSURE

This **INDENTURE**, made the 24th day of November, two thousand and twenty

BETWEEN

HENRY HUDSON HOLDINGS, LLC, a Delaware limited liability company, having an address at 131 Spring Street, 4th Floor, New York, New York,

party of the first part, and

EC 58TH STREET LLC, a Delaware limited liability company, having an address at 600 Steamboat Road, Greenwich, Connecticut,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars ($10.00) 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,

Tax Map Designation:

Block.: 1048

Lot(s): 1701 and 1702

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, described on Exhibit A hereto:

See Exhibit A attached hereto and incorporated herein by this reference (the "Premises").

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described Premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said Premises;

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, 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 the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose;

AND the party of the first part and the party of the second part (by its acceptance of this Deed) acknowledge and agree that it is their mutual intent that the conveyances and transfers pursuant to this Deed do not and shall not effect a merger of (i) Holliday Park, LLC and its interest in the Property under the mortgages set forth on Exhibit B attached hereto with (ii) the party of the second part's interest in the Property pursuant to this Deed. The party of the first part acknowledges and agrees that this is the (i) the free and voluntary act of the party of the first part, (ii) the conveyance is intended to be an absolute, unconditional and irrevocable conveyance and (iii) the consideration is fair and adequate and is of reasonably equivalent value.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

HENRY HUDSON HOLDINGS, LLC

By: Hudson Delano Senior Mezz LLC,
its sole member

By: Hudson Delano Junior Mezz LLC,
its sole member

By: Morgans Group, LLC,
its sole member

By: Morgans Hotel Group Co. LLC,
its sole member

By: SBE ENT Holdings, LLC,
its sole member

By: _____
Name: Philippe Zrihen
Title: Chief Business Officer

State of NEW YORK)
) ss.:
County of NEW YORK)

On the 13 day of NOVEMBER in the year 2020 before me, the undersigned personally appeared PHILIPPE ZRIHEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment

SARA ELIZABETH CODY
Notary Public, State of New York
No. 01CO6405567
Qualified in New York County
Commission Expires March 9, 2024

[Signature Page to Bargain and Sale Deed in Lieu of Foreclosure]

BARGAIN AND SALE DEED WITHOUT
COVENANT AGAINST GRANTOR'S ACT

TITLE
NO.

SECTION:
BLOCK: 1048
LOT(S): 1701 and 1702
COUNTY OR TOWN: New York County
TAX BILLING ADDRESS:

TO

EC 58TH STREET LLC, a Delaware limited liability company

c/o Eldridge Industries, LLC
600 Steamboat Road,
Greenwich, Connecticut 06830

RECORD AND RETURN BY MAIL TO:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: David Herman, Esq.

EXHIBIT A

Premises

PARCEL I (Unit 1 a/k/a EBC Unit, Lot 1701):

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit 1, also known as EBC Unit, in the building (hereinafter referred to as the "Building") known as 353 West 57th Street Condominium and by the street number 353 West 57th Street, New York, New York, said Unit being designated and described in a certain Declaration dated 4/11/1985 made by Irving Schatz pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the building is situated (which land is more particularly described below), and which Declaration was recorded in the Office of the City Register, New York County on 4/24/1985 in Reel 902 Page 1 and amended by First Amendment to Declaration dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, further amended by Amended and Restated Declaration made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999, recorded 10/27/1999 in Reel 2979 Page 2159 (which declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated as Tax Lot 1701 in Block 1048 of Section 4 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City Of New York and on the Floor Plans of the Building, Certified by Butler Rogers Baskett Architects, on 3/27/1985 and filed in the Real Property Assessment Department of the City of New York on 4/22/1985 as Condominium Plan No. 208 and also filed in the New York County Register's Office on 4/24/1985 as Condominium Map No. 4326, as amended by amended Floor Plans Certified by Butler Rogers Baskett Architects, on 12/14/1992, which amended Floor Plans were filed in the Real Property Assessment Department of the City of New York on 5/5/1993 as Condominium Plan No. 208A and also filed in the New York County Register's Office on 5/11/1993 as Condominium Map No. 5192.

Together with an undivided 44.05105% interest in the common elements (as such term is defined in The Declaration).

PARCEL II (Unit 2 a/k/a Modified Hotel Unit, Lot 1702):

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit 2, also known as Modified Hotel Unit, in the building (hereinafter referred to as the "Building") known as 353 West 57th Street Condominium and by the street number 353 West 57th Street, New York, New York, said Unit being designated and described in a certain Declaration dated 4/11/1985 made by Irving Schatz pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the building is situated (which land is more particularly described below), and which Declaration was recorded in the Office of the City Register, New York County on 4/24/1985 in Reel 902 Page 1 and amended by First Amendment to Declaration dated 1/29/1993 and recorded 5/11/1993 in Reel 1969 Page 2286, further amended by Amended and Restated Declaration made by Henry Hudson Holdings LLC, Irving Schatz, Adrienne Wechsler and Cheryl Hirsch dated as of 2/12/1999 and recorded 7/16/1999 in Reel 2913 Page 1753 and Amendment to Amended and Restated Declaration dated as of 9/30/1999, recorded 10/27/1999 in Reel 2979 Page 2159 (which declaration, as amended, is hereinafter referred to as the "Declaration"). Said Unit is also designated as Tax Lot

1702 in Block 1048 of Section 4 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City Of New York and on the Floor Plans of the Building, Certified by Butler Rogers Baskett Architects, on 3/27/1985 and filed in the Real Property Assessment Department of the City of New York on 4/22/1985 as Condominium Plan No. 208 and also filed in the New York County Register's Office on 4/24/1985 as Condominium Map No. 4326, as amended by amended Floor Plans Certified by Butler Rogers Baskett Architects, on 12/14/1992, which amended Floor Plans were filed in the Real Property Assessment Department of the City of New York on 5/5/1993 as Condominium Plan No. 208A and also filed in the New York County Register's Office on 5/11/1993 as Condominium Map No. 5192.

Together with an undivided 46.94011% interest in the common elements (as such term is defined in the Declaration).

Which Condominium Units are located on the land described below:

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 57th Street, distant 20 feet easterly from the corner formed by the intersection of the easterly side of Ninth Avenue with the northerly side of 57th Street;

RUNNING THENCE easterly along the said northerly side of 57th Street, 155 feet;

THENCE northerly parallel with Ninth Avenue, 200 feet 10 inches to the southerly side of 58th Street;

THENCE westerly along the said southerly side of 58th Street, 135 feet to a point distant 40 feet easterly from the corner formed by the intersection of the southerly side of 58th Street with the easterly side of Ninth Avenue;

THENCE southerly parallel with Ninth Avenue and part of the distance through a party wall, 100 feet 10 inches;

THENCE westerly parallel more or less with 58th Street, 20 feet; and

THENCE southerly and part of the way through another party wall, 100 feet to the northerly side of 57th Street, the point or place of BEGINNING.

356 West 58th Street
New York, New York 10019
Block 1048, Lots 1701 and 1702

Exhibit B

Mortgages

MORTGAGE 'A'

AMENDED AND RESTATED REPLACEMENT MORTGAGE A made by HENRY HUDSON HOLDINGS LLC, MORGANS HOLDINGS LLC, AND ROYALTON, LLC to WACHOVIA BANK, NATIONAL ASSOCIATION in the amount of $217,000,000.00 dated 10/6/2006, recorded 12/11/2006 as CRFN 2006000679014.

[NOTE- THIS MORTGAGE DERIVED FROM A NOTE AND MORTGAGE SEVERANCE AGREEMEENT RECORDED 12/11/2006 AS CRFN 200600067901]

PARTIAL RELEASE OF MORTGAGE made by and between HENRY HUDSON HOLDINGS LLC, MORGANS HOLDINGS LLC, AND ROYALTON, LLC and WACHOVIA BANK, NATIONAL ASSOCIATION dated 10/6/2006, recorded 12/11/2006, as CRFN 2006000679017. Releases Royalton Hotel and Morgans Hotel, Block 867 Lot 20 and Block 1259 Lot 11, other premises not made a part hereof, from Mortgage 'A'.

AGREEMENT OF CONSOLIDATION AND MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING made by and between HENRY HUDSON HOLDINGS LLC and WACHOVIA BANK, NATIONAL ASSOCIATION dated as of 10/6/2006, recorded 12/11/2006, as CRFN 2006000679020. Modifies, extends and spreads Mortgage 'A' over those portions of the premises not already covered thereby, and amends and restates same, amount outstanding is $217,000,000.00.

ASSIGNMENT OF MORTGAGE made by WACHOVIA BANK, NATIONAL ASSOCIATION to LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-WHALE 8, solely to the extent set forth in the applicable Partition Agreement, the applicable Non-Trust Portion Holder dated as of 6/27/2007, recorded 11/27/2007 as CRFN 2007000587889. Assigns Mortgage 'A'.

MODIFICATION OF AGREEMENT OF CONSOLIDATION AND MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING made by and between HENRY HUDSON HOLDINGS LLC and BANK OF AMERICA, NATIONAL ASSOCIATION, AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-WHALE 8, dated as of 9/30/2010, recorded 10/14/2010 as CRFN 2010000344286. Modifies Mortgage 'A' as amended and restated by CRFN 2006000679014.

ASSIGNMENT OF MORTGAGE made by BANK OF AMERICA, NATIONAL ASSOCIATION AS SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-WHALE 8 to DEUTSCHE BANK TRUST COMPANY AMERICAS, AS ADMINISTRATIVE AGENT dated as of 08/12/2011, recorded 09/16/2011 in (as) CRFN 2011000329360. Assigns above Replacement Mortgage 'A'.

AMENDED, RESTATED AND CONSOLIDATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, HOTEL REVENUE AND SECURITY AGREEMENT made by and between HENRY HUDSON HOLDINGS LLC, HUDSON LEASECO LLC AND 58TH STREET BAR COMPANY LLC and DEUTSCHE BANK TRUST COMPANY AMERICAS, AS ADMINISTRATIVE AGENT dated as of 08/12/2011, recorded 09/16/2011, in (as) CRFN 2011000329361. Amends and restates and spreads the Amended and Restated Replacement Mortgage 'A' into a valid first lien in the amount of $115,000,000.00.

FIRST AMENDMENT TO AMENDED, RESTATED AND CONSOLIDATED MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, HOTEL REVENUE AND SECURITY AGREEMENT AND TO ASSIGNMENT OF LEASES AND RENTS AND HOTEL REVENUES made by and between HENRY HUDSON HOLDINGS LLC, HUDSON LEASECO LLC AND 58TH STREET BAR COMPANY LLC and DEUTSCHE BANK TRUST COMPANY AMERICAS, AS ADMINISTRATIVE AGENT dated as of 12/07/2011, recorded 02/21/2012, in (as) CRFN 2012000068316. Amends and Restates the above Amended and Restated Consolidated Mortgage, Assignment of Leases and Rents, Hotel Revenue and Security Agreement.

ASSIGNMENT OF MORTGAGE made by DEUTSCHE BANK TRUST COMPANY AMERICAS, AS ADMINISTRATIVE AGENT to UBS REAL ESTATE SECURITIES INC., dated as of 11/14/2012 and recorded 11/26/2012 as CRFN 2012000461819.

FOR CONSOLIDATION, SEE MORTGAGE 'B'

MORTGAGE 'B'

FEE AND LEASEHOLD MORTGAGE made by HENRY HUDSON HOLDINGS LLC and HUDSON LEASECO LLC and 58TH STREET BAR COMPANY LLC to UBS REAL ESTATE SECURITIES INC. in the amount of $65,000,000.00 dated as of 11/14/2012 and recorded 11/26/2012 as CRFN 2012000461820.

CONSOLIDATED AMENDED AND RESTATED FEE AND LEASEHOLD MORTGAGE AND SECURITY AGREEMENT made by HENRY HUDSON HOLDINGS LLC and HUDSON LEASECO LLC and 58TH STREET BAR COMPANY LLC to UBS REAL ESTATE SECURITIES INC. dated as of 11/14/2012 and recorded 11/26/2012 as CRFN 2012000461821. Consolidates Mortgages 'A' and 'B' to form a single lien in the amount of $180,000,000.00.

ASSIGNMENT OF MORTGAGE made by UBS REAL ESTATE SECURITIES INC. to CITIGROUP GLOBAL MARKETS REALTY CORP. AND BANK OF AMERICA, N.A. dated as of 2/6/2014, recorded 2/14/2014 in (as) CRFN 2014000058277. Assigns Mortgage(s) 'A' and 'B' as consolidated.

FOR CONSOLIDATION, SEE MORTGAGE 'C'

MORTGAGE 'C'

CONSOLIDATED, AMENDED AND RESTATED FEE AND LEASEHOLD MORTGAGE AND SECURITY AGREEMENT made by HENRY HUDSON HOLDINGS LLC, 58TH STREET BAR COMPANY LLC AND HUDSON LEASECO LLC to CITIGROUP GLOBAL MARKETS REALTY CORP. AND BANK OF AMERICA, N.A. in the amount of $$53,333,333.34 dated 2/6/2014, recorded 2/14/2014 in (as) CRFN 2014000058278. This Mortgage, by its terms, was consolidated with Mortgages A and B to form a single lien in the amount of $233,333,333.34.

ASSIGNMENT OF MORTGAGE made by CITIGROUP GLOBAL MARKETS REALTY CORP. AND BANK OF AMERICA, N.A. to DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR CGBAM COMMERCIAL MORTGAGE TRUST [redacted]-HD, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-HD, AND THE COMPANION LOAN HOLDER dated as of 5/28/2014, recorded 8/4/2014 in (as) CRFN 2014000255044. Assigns Mortgage(s) 'A', 'B' and 'C', as consolidated.

ASSIGNMENT OF MORTGAGE made by DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR CGBAM COMMERCIAL MORTGAGE TRUST 2014-HD, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-HD, AND THE COMPANION LOAN HOLDER to COLUMN FINANCIAL, INC. dated as of 2/9/2017, recorded 2/21/2017 in (as) CRFN 2017000070240. Assigns Mortgage(s) 'A', 'B' and 'C', as consolidated.

AMENDED AND RESTATED FEE AND LEASEHOLD MORTGAGE AND SECURITY AGREEMENT made by and between HENRY HUDSON HOLDINGS LLC, 58TH STREET BAR COMPANY LLC AND HUDSON LEASECO LLC and COLUMN FINANCIAL, INC. dated as of 2/9/2017, recorded 2/21/2017, in (as) CRFN 2017000070241. Amends and Restates Mortgage(s) 'A', 'B', and 'C', as consolidated in the unpaid amount of $225,000,000.00.

ASSIGNMENT OF MORTGAGE made by COLUMN FINANCIAL, INC. to U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS TRUSTEE IN TRUST FOR HOLDERS OF CSMC TRUST 2017-HD COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2017-HD dated 3/29/2017, recorded 2/18/2020 in (as) CRFN 2020000061987. Assigns Mortgage(s) 'A', 'B' and 'C', as consolidated.

CORRECTIVE ASSIGNMENT OF FEE AND LEASEHOLD MORTGAGE AND SECURITY AGREEMENT made by COLUMN FINANCIAL, INC. to U.S. BANK NATIONAL

ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS TRUSTEE IN TRUST FOR HOLDERS OF CSMC TRUST 2017-HD COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2017-HD dated as of 05/15/2020, recorded 05/22/2020 in (as) CRFN 2020000154471. (NOTE: This correction Assignment is made to correct the Assignment of Mortgage previously recorded on 02/18/2020 as CRFN 2020000061987 for the purpose of fixing the acknowledgment which was used in connection with the execution of the original assignment as well as to include the complete mortgage schedule which was the subject of said assignment).

ASSIGNMENT OF MORTGAGE made by U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS TRUSTEE IN TRUST FOR HOLDERS OF CSMC TRUST 2017-HD COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2017-HD to HOLLIDAY PARK, LLC dated as of 3/20/2020 , recorded 3/31/2020 in (as) CRFN 20200000113455. Assigns Mortgage(s) 'A', 'B' and 'C', as consolidated.

CORRECTIVE ASSIGNMENT OF FEE AND LEASEHOLD MORTGAGE AND SECURITY AGREEMENT made by U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY IN ITS CAPACITY AS TRUSTEE IN TRUST FOR HOLDERS OF CSMC TRUST 2017-HD COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2017-HD to HOLLIDAY PARK, LLC dated as of 11/24/2020 and being duly recorded in the Office of the New York City Register immediately prior hereto.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2020120200374002002SBAB1

SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2020120200374002 Document Date: 11-24-2020 Preparation Date: 12-02-2020
Document Type: DEED, OTHER

ASSOCIATED TAX FORM ID: 2020111200180

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
RP - 5217 REAL PROPERTY TRANSFER REPORT	4

FOR CITY USE ONLY

C1. County Code | C2. Date Deed Recorded (Month / Day / Year)

C3. Book OR C4. Page

C5. CRFN

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location: 353 (STREET NUMBER) | WEST 57TH STREET 1 (STREET NAME) | MANHATTAN (BOROUGH) | 10019 (ZIP CODE)

2. Buyer Name: EC 58TH STREET LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form)

(LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 2 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☑

7. New Construction on Vacant Land ☐

8. Seller Name: HENRY HUDSON HOLDINGS, LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential
B ☐ 2 or 3 Family Residential
C ☐ Residential Vacant Land
D ☐ Non-Residential Vacant Land
E ☑ Commercial
F ☐ Apartment
G ☐ Entertainment / Amusement
H ☐ Community Service
I ☐ Industrial
J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date: 11 / 24 / 2020 (Month / Day / Year)

11. Date of Sale / Transfer: 11 / 24 / 2020 (Month / Day / Year)

12. Full Sale Price: $ 26,872,373,736

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☐ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type **not** Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☑ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: R H

16. Total Assessed Value (of all parcels in transfer): 759,469,500

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

MANHATTAN 1048 1701 | MANHATTAN 1048 1702 |

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER		BUYER'S ATTORNEY	
see attached			
BUYER SIGNATURE	DATE	LAST NAME	FIRST NAME
C/O: ELDRIDGE INDUSTRIES LLC 600 STEAMBOAT ROAD, SUITE 200			
STREET NUMBER STREET NAME (AFTER SALE)		AREA CODE	TELEPHONE NUMBER
GREENWICH	CT 06830	SELLER	
		see attached	
CITY OR TOWN	STATE ZIP CODE	SELLER SIGNATURE	DATE

STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (RP-5217NYC)

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER:

EC 58TH STREET LLC,
a Delaware limited liability company

By: _____
Name: Anthony D. Minella
Title: President

Dated: November 24, 2020

[Signature Page to Transfer Tax Form (RP-5217) (Deed)]

STATE OF NEW YORK, STATE BOARD OF REAL PROPERTY SERVICES
REAL PROPERTY TRANSFER REPORT (RP-5217NYC)

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

SELLER:

HENRY HUDSON HOLDINGS, LLC

By: Hudson Delano Senior Mezz LLC,
its sole member

By: Hudson Delano Junior Mezz LLC,
its sole member

By: Morgans Group, LLC,
its sole member

By: Morgans Hotel Group Co. LLC,
its sole member

By: SBE ENT Holdings, LLC,
its sole member

By: _____
Name: Philippe Zrihen
Title: Chief Business Officer

Dated: November 24, 2020

[Signature Page to Transfer Tax Form (RP-5217) (Deed)]

J-10136-3 CD/cc

THE CITY OF NEW YORK

ALT. 1 #101970921

DEPARTMENT OF BUILDINGS

CERTIFICATE OF OCCUPANCY

BOROUGH Manhattan DATE: MAY 17 2001 NO. 101970921

This certificate supersedes C.O. No T 121285 ZONING DISTRICT C4-7, C1-8, R1

THIS CERTIFIES that the XXX-altered-XXXXXXXXX building-premises located at

353 West 57th Street Block 1048 Lot 7502

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

11-30-01

JW

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOAD LBS. PER SQ. FT.	MAXIMUM NO. OF PERSONS PERMITTED	ZONING DWELLING OR ROOMING UNITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
SUB-CELLAR	120	150					SWIMMING POOL, MEN'S RECREATION ROOM (GYM) WITH ACCESSORY USE, WOMAN'S LOUNGE, EMPLOYEES LOCKER ROOMS
							OFFICES, REST ROOM, STORAGE, BOILER ROOM, SERVICE AND UTILITY ROOM, MECHANICAL EQUIPMENT ROOMS
CELLAR	120	75					WOMAN'S RECREATION ROOM (GYM) WITH ACCESSORY USE, LOCKER ROOM, SERVICE AND UTILITY RMS., SCENERY LIFT PIT, LAUNDRY RM., STORAGE
1ST FLOOR					5	F-3	HOTEL LOBBY
	120	415				C	SUPERMARKET
		202			6	C	RETAIL
		3				J-1	SECURITY ROOM
							STORAGE
		4					OFFICES
1ST FLOOR MEZZ.	120	26			5	J-1	OFFICES
							ROOM SERVICE,
							RECEIVING
		4			5	D-2	KITCHEN
		132					CONFERENCE SPACE
							STORAGE
							PANTRY
		110				F-1B	CONFERENCE ROOM 1
		1					COAT ROOM
		139				F-1B	CONFERENCE ROOM 2

OPEN SPACE USES (CONTINUED)
(SPECIFY-PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

Acting Commissioner

BOROUGH SUPERINTENDENT COMMISSIONER

ORIGINAL ☒ OFFICE COPY - DEPARTMENT OF BUILDINGS ☐ COPY

JW 11-30-01

B Form 54 (rev. 8/85)
J-10136-3 db/cc

THE CITY OF NEW YORK

ALT. 1 #101970921

DEPARTMENT OF BUILDINGS

CERTIFICATE OF OCCUPANCY

BOROUGH Manhattan DATE MAY 17 2001 NO. 101970921

This certificate supersedes C.O. No T 121285 ZONING DISTRICT C4-7, C1-8, R1

THIS CERTIFIES that the XXX-altered-XXXXXXXXX building-premises located at

353 West 57th Street Block 1048 Lot 7502

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOAD LBS. PER SQ. FT.	MAXIMUM NO. OF PERSONS PERMITTED	ZONING DWELLING OR ROOMING UNITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
2ND FLOOR	100	190			5	F-4	EATING & DRINKING ESTABLISHMENT
		297				F-4	EATING & DRINKING & LIBRARY ESTABLISHMENT (LOUNGE) SERVICE BAR ROOF TERRACE
		39				F-4	HOTEL REGISTRATION
		11				D-2	KITCHEN
		12				J-1	OFFICES (ACC.)
		1					COAT CHECK
3RD FLOOR		119			5	F-1B	MEETING ROOM 1
		15				J-1	OFFICES (ACC.)
						D-2	LAUNDRY ROOM LOCKER ROOMS
		68				F-1B	MEETING ROOM 2
		55				J-1	LOCKER ROOMS
4TH FLOOR			49		5	J-1	FORTY-NINE (49) HOTEL ROOMS
		31			5	J-1	ACC. OFFICES
5TH FLOOR			63		5	J-1	SIXTY-THREE (63) HOTEL ROOMS
6TH FLOOR			68		5	J-1	SIXTY-EIGHT (68) HOTEL ROOMS
7TH FLOOR			70		5	J-1	SEVENTY (70) HOTEL ROOMS
8TH FLOOR			70		5	J-1	SEVENTY (70) HOTEL ROOMS

OPEN SPACE USES (CONTINUED)
(SPECIFY-PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

P.E.

BOROUGH SUPERINTENDENT

Acting Commissioner P. E. M-B

COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY - DEPARTMENT OF BUILDINGS ☐ COPY

JW 11-30-01

B Form 54 (rev. 8/85)

THAT THE ZONING LOT ON WHICH THE PREMISES IS LOCATED IS BOUNDED AS FOLLOWS:

BEGINNING at point on the NORTH side of WEST 57TH STREET
distant 20' EAST feet from the corner formed by the intersection of
9TH AVENUE and WEST 57TH STREET

running thence	feet;	thence	feet;
thence EAST 155'-0"	feet;	thence NORTH 200'-0"	feet;
thence WEST 135'-0"	feet;	thence SOUTH 100'-0"	feet;
thence WEST 20'-0"	feet;	thence SOUTH 100'-0"	feet;

to the point or place of beginning

XXXX ALT. No. 101970921 DATE OF COMPLETION CONSTRUCTION CLASSIFICATION 1

BUILDING OCCUPANCY GROUP CLASSIFICATION HEIGHT 26 STORIES, 244' FEET

THE FOLLOWING FIRE DETECTION AND EXTINGUISHING SYSTEMS ARE REQUIRED AND WERE INSTALLED IN COMPLIANCE WITH APPLICABLE LAWS.

	YES	NO		YES	NO
STANDPIPE SYSTEM			AUTOMATIC SPRINKLER SYSTEM		
YARD HYDRANT SYSTEM					
STANDPIPE FIRE TELEPHONE AND SIGNALLING SYSTEM					
SMOKE DETECTOR					
FIRE ALARM AND SIGNAL SYSTEM					

STORM DRAINAGE DISCHARGES INTO:
A) STORM SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

SANITARY DRAINAGE DISCHARGES INTO:
A) SANITARY SEWER ☐ B) COMBINED SEWER ☐ C) PRIVATE SEWAGE DISPOSAL SYSTEM ☐

11-30-01

JW

LIMITATIONS OR RESTRICTIONS:
BOARD OF STANDARDS AND APPEALS CAL. NO. _____
CITY PLANNING COMMISSION CAL. NO. _____
OTHERS:

B Form 54 (rev. 8/85)
J-10136-3 cd/cc

THE CITY OF NEW YORK

ALT. 1 #101970921

DEPARTMENT OF BUILDINGS

CERTIFICATE OF OCCUPANCY

BOROUGH Manhattan DATE: MAY 17 2001 NO. 101970921

This certificate supersedes C.O. No T 121285 ZONING DISTRICT C4-7, C1-8, R1

THIS CERTIFIES that the XXX-altered-XXXXXXXXX building-premises located at

353 West 57th Street Block 1048 Lot 7502

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOAD LBS PER SQ. FT.	MAXIMUM NO OF PERSONS PERMITTED	ZONING DWELLING OR ROOMING UNITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
9TH FLOOR			70		5	J-1	SEVENTY (70) HOTEL ROOMS
10TH FLOOR			70		5	J-1	SEVENTY (70) HOTEL ROOMS
11TH FLOOR			48		5	J-1	FORTY-EIGHT (48) HOTEL ROOMS
12TH FLOOR			71		5	J-1	SEVENTY-ONE (71) HOTEL ROOMS
14TH FLOOR			70		5	J-1	SEVENTY (70) HOTEL ROOMS
15TH FLOOR			40		5	J-1	FORTY (40) HOTEL ROOMS
16TH FLOOR			39		5	J-1	THIRTY-NINE (39) HOTEL ROOMS
17TH FLOOR			39		5	J-1	THIRTY-NINE (39) HOTEL ROOMS
18TH FLOOR			33		5	J-1	THIRTY-THREE (33) HOTEL ROOMS
19TH FLOOR			40		5	J-1	FORTY (40) HOTEL ROOMS
20TH FLOOR			33		5	J-1	THIRTY-THREE (33) HOTEL ROOMS
21ST FLOOR			26		5	J-1	TWENTY-SIX (26) HOTEL ROOMS
22ND FLOOR			24		5	J-1	TWENTY-FOUR (24) HOTEL ROOMS
23RD FLOOR			35		5	J-1	THIRTY-FIVE (35) HOTEL ROOMS
24TH FLOOR			9		5	J-1	ONE (1) HOTEL ROOM
					5	J-1, E	ACCESSORY OFFICE PANTRY/STORAGE

JW 11-30-01

OPEN SPACE USES (CONTINUED)
(SPECIFY PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

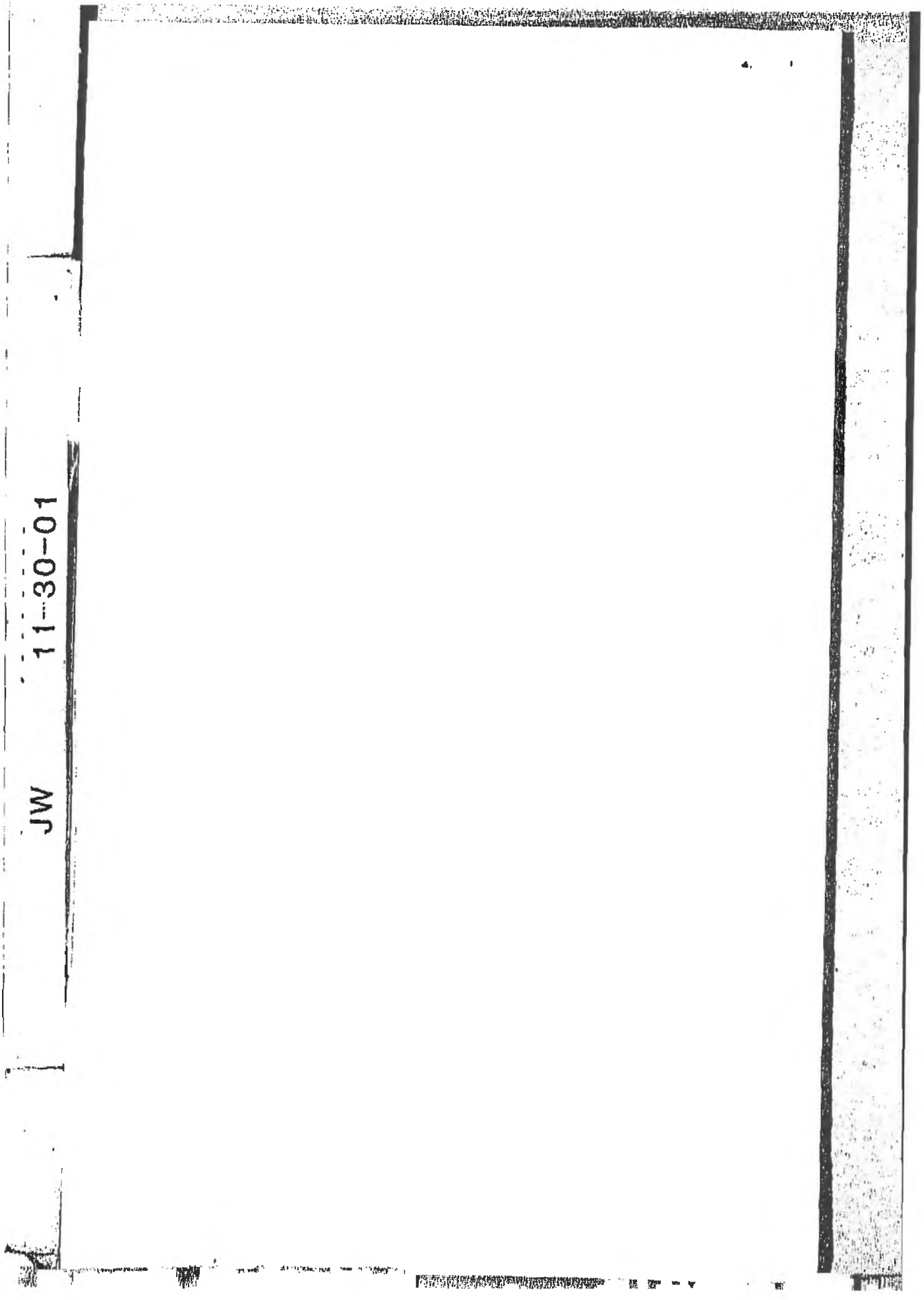
NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

BOROUGH SUPERINTENDENT

Acting Commissioner M-8
COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY - DEPARTMENT OF BUILDINGS ☐ COPY


JW 11-30-01

B Form 54 (rev. 8/85)
J-10136-3 CD/cc

PAGE 4 OF 4 PAGES

THE CITY OF NEW YORK

ALT. 1 #101970921

DEPARTMENT OF BUILDINGS

CERTIFICATE OF OCCUPANCY

BOROUGH Manhattan DATE: MAY 17 2001 NO. 101970921

This certificate supersedes C.O. No T 121285 ZONING DISTRICT C4-7, C1-8, R1

THIS CERTIFIES that the XXX-altered-XXXXXXXXX building-premises located at

353 West 57th Street Block 1048 Lot 7502

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOAD LBS. PER SQ. FT.	MAXIMUM NO. OF PERSONS PERMITTED	ZONING DWELLING OR ROOMING UNITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
25TH FLOOR						D-2	MECHANICAL ROOM
26TH FLOOR						D-2	MECHANICAL ROOM
27TH FLOOR						D-2	MECHANICAL ROOM

NOTE: THIS BUILDING COMPLIES WITH SECTION 6[illegible] OF THE MULTIPLE DWELLING LAW.

FIRE DEPARTMENT APPROVALS:
- STANDPIPE SYSTEM - APRIL 9, 1951
- SPRINKLER SYSTEM - APRIL 13, 1953
- INTERIOR FIRE ALARM AND WATCHMAN'S TIME DETECTOR SYSTEMS - AUGUST 31, 1954

JW 11-30-01

OPEN SPACE USES _____
(SPECIFY PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

NO CHANGE OF USE OR OCCUPANCY SHALL BE MADE UNLESS A NEW AMENDED CERTIFICATE OF OCCUPANCY IS OBTAINED

THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND SPECIFICATIONS NOTED ON THE REVERSE SIDE.

[signature] P.E.
BOROUGH SUPERINTENDENT

[signature] R.A
BOROUGH COMMISSIONER

☐ ORIGINAL ☐ OFFICE COPY - DEPARTMENT OF BUILDINGS ☐ COPY

JW 11-30-01

B. Principals and Officers Of Prior Owners: If title to the property was previously held by an entity rather than a person at any time since the referral date, list (i) every director, general partner, managing partner, or managing member of such entity, (ii) every officer of such entity, (iii) every other person authorized to sign for and bind such entity, and (iv) every person or entity holding a 10% or more economic interest in such entity.

Name	Period of Ownership	Relationship to Owner	Address	Telephone Number
Sam Nazarian	11/16-11/20	Indirect Ownership of more than 10%	c/o sbe, 131 Spring Street, 4th Floor, New York, NY 10012	(212) 277-4100
Hudson Delano Senior Mezz LLC	2/14-11/20	Sole Member of Owner	c/o sbe, 131 Spring Street, 4th Floor, New York, NY 10012	(212) 277-4100
Henry Hudson Senior Mezz LLC	2006-2014	Sole Member of Owner	c/o Morgans Hotel Group, 475 Tenth Avenue, 11th Floor, New York, NY 10018	(212) 277-4100
MMRDH Senior Mezz Holding Company LLC	2004-2006	Sole Member of Owner	c/o Morgans Hotel Group, 475 Tenth Avenue, 11th Floor, New York, NY 10018	(212) 277-4100
Henry Hudson Holdings Parent LLC	1999-2004	Sole Member of Owner	c/o Morgans Hotel Group, 475 Tenth Avenue, 11th Floor, New York, NY 10018	(212) 277-4100
Philippe Zrihen	2017-2020	Authorized Rep.	c/o sbe, 131 Spring Street, 4th Floor, New York, NY 10012	(212) 277-4100
Richard Szymanski	2007-2017	Authorized Rep.	c/o Morgans Hotel Group, 475 Tenth Avenue, 11th Floor, New York, NY 10018	(212) 277-4100
Edward Scheetz	2005-2007	Authorized Rep.	c/o Morgans Hotel Group, 475 Tenth Avenue, 11th Floor, New York, NY 10018	(212) 277-4100
Ian Schrager	1999-2005	CEO of Parent Company	c/o Morgans Hotel Group, 475 Tenth Avenue, 11th Floor, New York, NY 10018	(212) 277-4100
Todd Boehly	2020-2022	Authorized Rep.	600 Steamboat Road, Suite 200 Greenwich, CT 06830	(203) 298-5300
Anthony Minella	2020-2022	Authorized Rep.	600 Steamboat Road, Suite 200 Greenwich, CT 06830	(203)298-5300
John Klein	2020-2022	Authorized Rep.	600 Steamboat Road, Suite 200 Greenwich, CT 06830	(203) 298-5300
Johann Georg Wyss	2020-2022	Authorized Rep.	600 Steamboat Road, Suite 200 Greenwich, CT 06830	(203) 298-5300

Printed on paper containing 30% post-consumer material.

C. Management – Prior Ownership: List each person who served as a managing agent, a superintendent, collected rents, supervised or ordered repairs, or exercised any other discretion in the management of the property from the referral date under a prior owner.

Name and Address	Employer and Role	Period of Service
Todd Scartozzi 358 West 58th Street, New York, NY 10019	Henry Hudson Holdings LLC unknown role	2008 - 2009
Atif Youseef 358 West 58th Street, New York, NY 10019	Henry Hudson Holdings LLC unknown role	2005 - 2008
Denise Cruz 358 West 58th Street, New York, NY 10019	Irving Schatz property manager	1999 - 2020
Geoffrey Mills 358 West 58th Street, New York, NY 10019	Henry Hudson Holdings LLC unknown role	2019-2020
Claus Landberg 358 West 58th Street, New York, NY 10019	Henry Hudson Holdings LLC unknown role	2017-2019
Simon Rusconi 358 West 58th Street, New York, NY 10019	Henry Hudson Holdings LLC unknown role	2016-2017
John Beier 358 West 58th Street, New York, NY 10019	Henry Hudson Holdings LLC unknown role	2015-2016
Wald Chlids 358 West 58th Street, New York, NY 10019	Henry Hudson Holdings LLC unknown role	2014
Mike Walsh 358 West 58th Street, New York, NY 10019	Henry Hudson Holdings LLC unknown role	2011-2014
Robert Cartwright 358 West 58th Street, New York, NY 10019	Henry Hudson Holdings LLC unknown role	2010-2012
Simon Mais 358 West 58th Street, New York, NY 10019	Henry Hudson Holdings LLC unknown role	2009-2010

C. Management – Prior Ownership: List each person who served as a managing agent, a superintendent, collected rents, supervised or ordered repairs, or exercised any other discretion in the management of the property from the referral date under a prior owner.

Name and Address	Employer and Role	Period of Service
Newmark	EC 58th Street LLC manger	3/1/21-2022
Matt Duthie	Newmark manager	3/1/21-2022
Frank Mollo	Newmark manager	3/1/21-2022
Eric Feliciano	Newmark manager	3/1/21-2022

SRO TENANTS

NAME	ROOM #	RENT AMOUN	WEEKLY/ MONTHLY	DOA	EMAIL
Simmons Arlene	1169	501.11	Monthly	9.5.1988	
Radunovich Milan	1546	418.79	Monthly	1.13.1977	TESSR4444@YAHOO.COM
Gilbert Fred	1722	277.36	Monthly	5.25.1968	
Levi Emil	1846	86.81	Weekly	9.4.1979	EHL100@AOL.COM
Leach Ken	1856	501.11	Monthly	11.1.1985	KENLEACH217@AOL.COM
Lamb Owen	1916	396.69	Monthly	9.10.1979	OWENLAMB@AOL.COM
Magno Zoe	2017	96.81	Monthly	11.30.1979	
Carter Teresa	2031	422.27	Monthly	5.1.1977	
Palma Flora	2039	402.57	Monthly	3.1.1976	
Orturbia Susana	2045	502.26	Monthly	2.25.1978	
Khan Kwasa	2106	419.95	Monthly	8.19.1977	
Leo Jenkins	2107	130.62	Weekly	8.17.1984	
Rodriguez Yolanda	2114	543.12	Monthly	3.5.1980	
Marouils George	2129	429.6	Monthly	8.29.1979	
Jay Vanderbilt	2135	255.34	Monthly	11.1.2008	JAY.VANDERBILT@VA.GOV
Quioque Caridad	2138	484.88	Monthly	8.29.1980	
Rodriquez Maria	2139	340.37	Monthly	1.28.1983	LADYROD57@AOL.COM
Brockenborough Pat	2140	393.02	Monthly	1.7.1974	
Sanchez Bonifacio	2145	255.34	Monthly	10.29.1971	
Ledesma Lucy	2146	278.92	Weekly	7.19.1982	
Hirsch Judy	2155	83.47	Weekly	9.25.1967	
Schwantes Claudia	2157	419.47	Monthly	4.22.1981	LAUDIABALDONERI@GMAIL.CO
Natos Nick	2204	419.51	Monthly	5.18.1981	
Cowie Margaret	2206	538.19	Monthly	10.3.1982	MIMIYUYU31@GMAIL.COM
Carroll William	2207	419.46	Monthly	8.16.1980	
Nathaniel Virginia	2211	404.88	Monthly	7.11.1994	
Phyu Hnin Hla	2212	415.32	Monthly	5.12.1972	HNIN.HLA.PHYU@UNDO.ORG
Chane Peggy	2227	242.58	Monthly	1.14.1969	PEGGYCHANE@GMAIL.COM
Blakely Iris	2231	484.34	Monthly	7.2.1978	
Ramos Letcias	2232	454.74	Monthly	4.5.1981	
Reddy Kenneth	2235	393.02	Monthly	9.1.1982	
Morrow Jenatte	2236	96.81	Weekly	12.3.1970	IEMORROW2236@YAHOO.COM
Chin Daisy	2239	402.57	Monthly	7.26.1982	
Bendana Renata	2244	506.89	Monthly	1.29.1974	IRBENDANA@GMAIL.COM

Evelyn Lagarde	2245	416.47	Monthly	10.29.1971
Lavilla Amparo	2253	457.06	Monthly	7.7.1981
Danielle Marton	2255	96.82	Weekly	8.1.1978
Total of INHOUSE Tena	**37**			

PHONE NUMBERS	Land Line Phone	phone extension
212-554-6469	554-6469	1169
917-225-3729	554-6163	1546
516-431-7461	554-6403	1722
212-956-1231	554-6273	1846
917-881-8747	554-6453	1856
917-806-0000	554-6292	1916
917-678-8901	554-6332	2017
212-765-4657	554-6339	2031
212-757-6592	554-6276	2039
646-418-1498	554-2045	2045
212-757-6884	554-6270	2106
212-247-4449	554-6033	2107
917-887-1696	554-6361	2114
212-554-6341	554-6341	2129
212-646-7500 EXT 3666	554-2135	2135
212-977-3739	554-6369	2138
212-245-1022	554-6178	2139
212-554-6369	554-6363	2140
212-554-6372	554-6372	2145
917-678-8065	554-2146	2146
212-265-7730	554-6135	2155
646-236-6456	554-6378	2157
212-586-5863	554-6143	2204
212-245-4353	554-6382	2206
212-554-6264	554-6264	2207
646-498-7332	554-2211	2211
917-821-4623	554-2212	2212
401-390-4937	554-6447	2227
212-554-6391	554-6390	2231
347-407-3471	554-6391	2232
212-333-5179	554-6334	2235
929-216-1058	554-6230	2236
212-541-9177	554-6394	2239
917-370-0048	554-6398	2244

646-468-7729	554-6349	2245
212-554-6401	554-6401	2253
917-639-3915	554-6241	2255

Tenants no longer in Hudson since the year 2019-2022

Room 2134- Clara Balmeceda passed on **9/2019**

Room 2127- Melody Reed passed on **6/2020**

Room 2240- Vittirio Furgeri passed on **2/2021**

Room 2214- Dominic Carfagna moved out to Nursing home **3/2021**

Room 2253- Amparo Lavilla passed on **12.2021,**

Room 2133- Richelle Panday passed on **8/2022**

New York State Division of Housing and Community Renewal
Office of Rent Administration

2019 Registration Rent Roll Report Effective 04/01/2019 for
Registration Id Number: 117950
353 W 57TH ST
NEW YORK, NEW YORK 10019

Information on this report is as of January 13, 2022

APARTMENT NUMBER	APT STATUS	LEGAL REG RENT	PREFERENTIAL RENT	ACTUAL RENT PAID	FILING DATE	TENANT NAME	LEASE BEGAN	LEASE ENDS
1169	RS	501.11			07/09/19	ARLENE SIMMONS		
1516	RS	419.51			07/09/19	NICK NATOS		
1546	RS	418.79			07/09/19	MILAN RADUNOVICH		
1722	RS	277.36			07/09/19	FRED GILBERT		
1753	RS	490.18			07/09/19	GEORGE BICHAI		
1812	RS	419.48			07/09/19	ANTHONY BICHAI		
1846	RS	86.81W			07/09/19	EMIL LEVI		
1856	RS	501.11			07/09/19	KEN LEACH		
1916	RS	396.69			07/09/19	OWEN LAMB		
2017	RS	96.81W			07/09/19	ZOE MAGNO		
2031	RS	422.27			07/09/19	TERESA CARTER		
2039	RS	402.57			07/09/19	FLORA PALMA		
2045	RS	502.26			07/09/19	ALBERTO ORTURBIA		
2046	RS	416.47			07/09/19	EVELYN LARGARDE		
2106	RS	419.95			07/09/19	KWASA KHAN		
2107	RS	130.62W			07/09/19	DARYL COOPER		
2114	RS	543.12			07/09/19	YOLANDA RODRIGUEZ		
2127	RS	453.41			07/09/19	MELODY REED		
2129	RS	429.60			07/09/19	GEORGE MAROUILS		
2133	RS	416.47			07/09/19	RICHELLE PANDAY		
2134	RS	467.48			07/09/19	CLARA BALMECEDA		
2135	RS	183.90			07/09/19	JAY VANDERBILT		
2138	RS	484.88			07/09/19	YOLANDA QUIOQUE		
2139	RS	340.37			07/09/19	MARIA RODRIQUEZ		
2140	RS	393.02			07/09/19	PAT BROCKENBOROUGH		
2145	RS	255.34			07/09/19	BONIFACIO SANCHEZ		
2146	RS	278.92			07/09/19	LUCY LEDESMA		
2155	RS	83.47W			07/09/19	JUDY HIRSCH		
2157	RS	419.47			07/09/19	CLAUDIA SCHWANTES		
2204	RS	431.53			07/09/19	JOYCE BROWN		
2206	RS	538.19			07/09/19	MARGARET COWIE		
2207	RS	419.46			07/09/19	WILLIAM CARROLL		
2211	RS	609.62			07/09/19	VIRGINIA NATHANIEL		
2212	RS	415.32			07/09/19	HLA PHYN HNIN		
2214	RS	609.62			07/09/19	JOSEPH CARFARGNA		
2227	RS	242.58			07/09/19	PEGGY CHANE		
2231	RS	484.34			07/09/19	FAYE BLAKELY		
2232	RS	454.74			07/09/19	LETCIAS RAMOS		
2235	RS	393.02			07/09/19	KENNY REDDY		
2236	RS	96.81W			07/09/19	JEANNETTE MORROW		
2239	RS	402.57			07/09/19	DAISY CHIN		
2240	RS	419.96			07/09/19	VITTORO FURGERI		

Case 25-52471-KBO Doc 91-2 Filed 06/10/26 Page 472 of 551

New York State.Division of Housing and Community Renewal
Office of Rent Administration

2019 Registration Rent Roll Report Effective 04/01/2019 for
Registration Id Number: 117950
353 W 57TH ST
NEW YORK, NEW YORK 10019

Information on this report is as of January 13, 2022

APARTMENT NUMBER	APT STATUS	LEGAL REG RENT	PREFERENTIAL RENT	ACTUAL RENT PAID	FILING DATE	TENANT NAME	LEASE BEGAN	LEASE ENDS
2244	RS	506.89			07/09/19	RENATA BENDANA		
2253	RS	457.06			07/09/19	AMPARO LAVILLA		
2255	RS	96.82W			07/09/19	DANIELLE MARTON		

Case 25-52471-KBO Doc 91-2 Filed 06/10/26 Page 473 of 551

New York State Division of Housing and Community Renewal
Office of Rent Administration

2020 Registration Rent Roll Report Effective 04/01/2020 for
Registration Id Number: 117950
353 W 57TH ST
NEW YORK, NEW YORK 10019

Information on this report is as of January 13, 2022

APARTMENT NUMBER	APT STATUS	LEGAL REG RENT	PREFERENTIAL RENT	ACTUAL RENT PAID	FILING DATE	TENANT NAME	LEASE BEGAN	LEASE ENDS
1169	RS	501.11			07/20/20	ARLENE SIMMONS		
1516	RS	419.51			07/20/20	NICK NATOS		
1546	RS	418.79			07/20/20	MILAN RADUNOVICH		
1722	RS	277.36			07/20/20	FRED GILBERT		
1753	RS	501.11			07/20/20	VACANT VACANT		
1812	RS	419.48			07/20/20	ANTHONY BICHAI		
1846	RS	86.81W			07/20/20	EMIL LEVI		
1856	RS	501.11			07/20/20	KEN LEACH		
1916	RS	396.69			07/20/20	OWEN LAMB		
2017	RS	96.81W			07/20/20	ZOE MAGNO		
2031	RS	422.27			07/20/20	TERESA CARTER		
2039	RS	402.57			07/20/20	FLORA PALMA		
2045	RS	502.26			07/20/20	SUSANA ORTURBIA		
2106	RS	419.95			07/20/20	KWASA KHAN		
2107	RS	130.62W			07/20/20	DARYL COOPER		
2114	RS	543.12			07/20/20	YOLANDA RODRIGUEZ		
2127	RS	453.41			07/20/20	MELODY REED		
2129	RS	429.60			07/20/20	GEORGE MAROUILS		
2133	RS	416.47			07/20/20	RICHELLE PANDAY		
2134	RS	467.48			07/20/20	CLARA BALMECEDA		
2135	RS	183.90			07/20/20	JAY VANDERBILT		
2138	RS	484.88			07/20/20	YOLANDA QUIOQUE		
2139	RS	340.37			07/20/20	MARIA RODRIQUEZ		
2140	RS	393.02			07/20/20	PAT BROCKENBOROUGH		
2145	RS	255.34			07/20/20	BONIFACIO SANCHEZ		
2146	RS	278.92			07/20/20	LUCY LEDESMA		
2155	RS	83.47W			07/20/20	JUDY HIRSCH		
2157	RS	419.47			07/20/20	CLAUDIA SCHWANTES		
2204	RS	431.53			07/20/20	JOYCE BROWN		
2206	RS	538.19			07/20/20	MARGARET COWIE		
2207	RS	419.46			07/20/20	WILLIAM CARROLL		
2211	RS	404.88			07/20/20	VIRGINIA NATHANIEL		
2212	RS	415.32			07/20/20	HLA PHYN HNIN		
2214	RS	609.62			07/20/20	JOSEPH CARFARGNA		
2227	RS	242.58			07/20/20	PEGGY CHANE		
2231	RS	484.34			07/20/20	FAYE BLAKELY		
2232	RS	454.74			07/20/20	LETCIAS RAMOS		
2235	RS	393.02			07/20/20	KENNY REDDY		
2236	RS	96.81W			07/20/20	JEANNETTE MORROW		
2239	RS	402.57			07/20/20	DAISY LUE CHIN		
2240	RS	419.96			07/20/20	VITTORO FURGERI		
2244	RS	506.89			07/20/20	RENATA BENDANA		

Case 25-52471-KBO Doc 91-2 Filed 06/10/26 Page 474 of 551

New York State Division of Housing and Community Renewal
Office of Rent Administration

2020 Registration Rent Roll Report Effective 04/01/2020 for
Registration Id Number: 117950
353 W 57TH ST
NEW YORK, NEW YORK 10019

Information on this report is as of January 13, 2022

APARTMENT NUMBER	APT STATUS	LEGAL REG RENT	PREFERENTIAL RENT	ACTUAL RENT PAID	FILING DATE	TENANT NAME	LEASE BEGAN	LEASE ENDS
2245	RS	416.47			07/20/20	EVELYN LAGARDE		
2253	RS	457.06			07/20/20	AMPARO LAVILLA		
2255	RS	96.82W			07/20/20	DANIELLE MARTON		

Case 25-52471-KBO Doc 91-2 Filed 06/10/26 Page 475 of 551

New York State Division of Housing and Community Renewal
Office of Rent Administration

2021 Registration Rent Roll Report Effective 04/01/2021 for
Registration Id Number: 117950
353 W 57TH ST
NEW YORK, NEW YORK 10019

Information on this report is as of January 13, 2022

APARTMENT NUMBER	APT STATUS	LEGAL REG RENT	PREFERENTIAL RENT	ACTUAL RENT PAID	FILING DATE	TENANT NAME	LEASE BEGAN	LEASE ENDS
1169	RS	501.11			06/30/21	ARLENE SIMMONS		
1546	RS	418.79			06/30/21	MILAN / TESS RADUNOVICH		
1722	RS	277.36			06/30/21	FRED GILBERT		
1846	RS	86.81W			06/30/21	EMIL LEVI		
1856	RS	501.11			06/30/21	KEN LEACH		
1916	RS	396.69			06/30/21	OWEN LAMB		
2017	RS	96.81W			06/30/21	ZOE MAGNO		
2031	RS	422.27			06/30/21	TERESA CARTER		
2039	RS	402.57			06/30/21	FLORA PALMA		
2045	RS	502.26			06/30/21	PELAEZ ORTURBIA SUSANA/ CE		
2106	RS	419.95			06/30/21	KWASA KHAN		
2107	RS	130.62W			06/30/21	LEO JENKINS		
2114	RS	543.12			06/30/21	YOLANDA RODRIGUEZ		
2129	RS	429.60			06/30/21	GEORGE MAROUILS		
2133	RS	416.47			06/30/21	RICHELLE PANDAY		
2135	RS	183.90			06/30/21	JAY VANDERBILT		
2138	RS	484.88			06/30/21	YOLANDA QUIOQUE		
2139	RS	340.37			06/30/21	MARIA RODRIQUEZ		
2140	RS	393.02			06/30/21	PAT BROCKENBOROUGH		
2145	RS	255.34			06/30/21	BONIFACIO SANCHEZ		
2146	RS	278.92			06/30/21	LUCY LEDESMA		
2155	RS	83.47W			06/30/21	JUDY HIRSCH		
2157	RS	419.47			06/30/21	CLAUDIA SCHWANTES		
2204	RS	419.51			06/30/21	NICK NATOS		
2206	RS	538.19			06/30/21	MARGARET COWIE		
2207	RS	419.46			06/30/21	WILLIAM CARROLL		
2211	RS	404.88			06/30/21	VIRGINIA NATHANIEL		
2212	RS	415.32			06/30/21	HLA PHYN HNIN		
2227	RS	242.58			06/30/21	PEGGY CHANE		
2231	RS	484.34			06/30/21	BLAKELY/LITTLE IRIS		

Case 25-52471-KBO Doc 91-2 Filed 06/10/26 Page 476 of 551

New York State Division of Housing and Community Renewal
Office of Rent Administration

2021 Registration Rent Roll Report Effective 04/01/2021 for
Registration Id Number: 117950
353 W 57TH ST
NEW YORK, NEW YORK 10019

Information on this report is as of January 13, 2022

APARTMENT NUMBER	APT STATUS	LEGAL REG RENT	PREFERENTIAL RENT	ACTUAL RENT PAID	FILING DATE	TENANT NAME	LEASE BEGAN	LEASE ENDS
2232	RS	454.74			06/30/21	LETCIAS RAMOS		
2235	RS	393.02			06/30/21	KENNY REDDY		
2236	RS	96.81W			06/30/21	JEANNETTE MORROW		
2239	RS	402.57			06/30/21	DAISY LUE CHIN		
2244	RS	506.89			06/30/21	RENATA BENDANA		
2245	RS	416.47			06/30/21	EVELYN LAGARDE		
2253	RS	457.06			06/30/21	AMPARO LAVILLA		
2255	RS	96.82W			06/30/21	DANIELLE MARTON		

CERTIFICATION OF COPY OF RECORD

I am an employee of the New York State Division of Housing and Community Renewal (DHCR) and I am duly authorized by DHCR to make this certification. I certify that the foregoing is a true copy of the owner's statements made in such owner's 2021 registration(s) on file with DHCR, as recorded and maintained in the computer records of DHCR, with the exception that certain information contained in such registration(s) may have been modified by DHCR for identification purposes only.

1/13/22
DATE

CERTIFYING OFFICER

Print Location: Upper Manhattan BRO

Case 25-52471-KBO Doc 91-2 Filed 06/10/26 Page 477 of 551

Buildings

CLICK HERE TO SIGN UP FOR BUILDINGS NEWS

NYC Department of Buildings

OATH/ECB Violation Search by Location

Click here for more information about Severity, Violation and Hearing Statuses

Premises: 353 WEST 57 STREET MANHATTAN **BIN: 1026317** **Block: 1048** **Lot: 7502** **CB: 104**

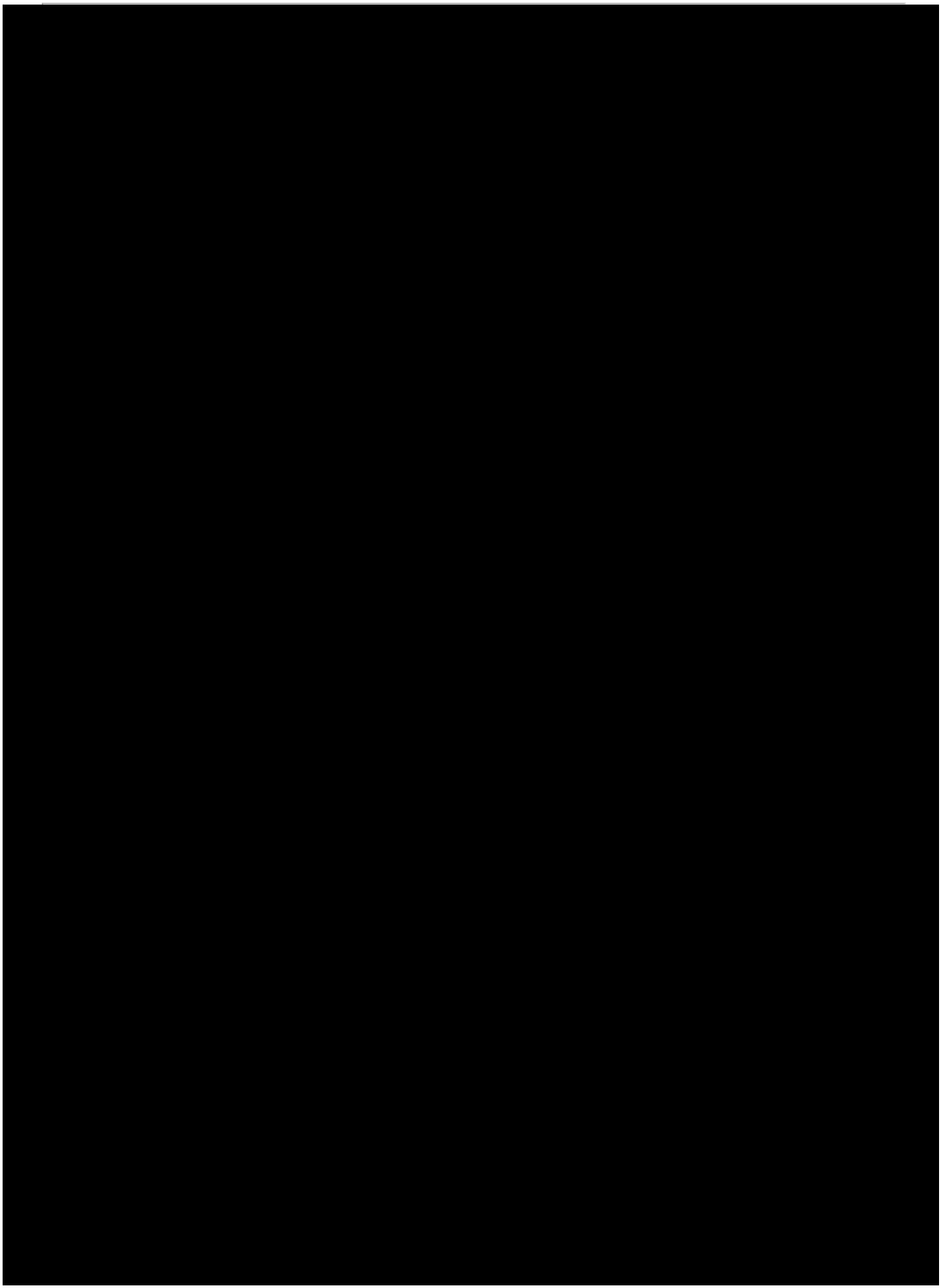
Total Violations	
Issued = 68	Open (Certificate of Correction Required) = 9

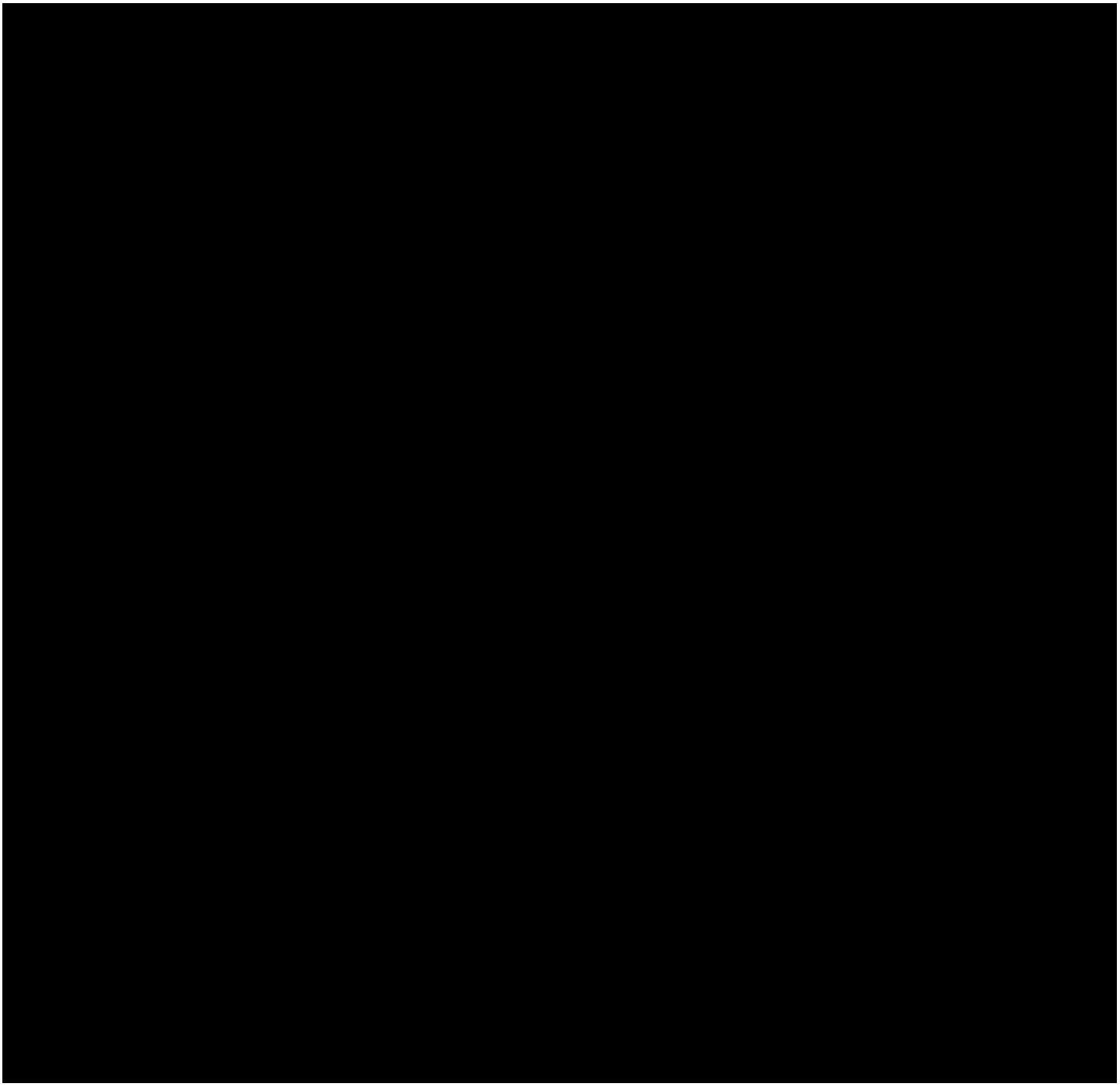
OATH/ECB Hearings	
Completed / Defaulted = 66	Pending = 2

OATH/ECB Number	Certification Status	Respondent	OATH/ECB Hearing Status	Violation Date	Infraction Codes	OATH/ECB Penalty Due
35647182P	OPEN - NO COMPLIANCE RECORDED	HENRY HUDSON HOLDINGS COR	PENDING	03/29/2022	204	$1,250.00
	Severity: CLASS - 2	**Inspect Unit:** FACADE INSPECTION AND AUDIT UNIT		**Viol Type:** CONSTRUCTION		
39056004N	OPEN - NO COMPLIANCE RECORDED	HENRY HUDSON HOLDINGS COR	PENDING	02/11/2022	151	$1,250.00
	Severity: CLASS - 1	**Inspect Unit:** ELEVATOR DIVISION		**Viol Type:** ELEVATOR		
35635233H	OPEN - NO COMPLIANCE RECORDED	HENRY HUDSON HOLDINGS COR	IN VIOLATION	12/02/2021	204	$625.00
	Severity: CLASS - 2	**Inspect Unit:** FACADE INSPECTION AND AUDIT UNIT		**Viol Type:** CONSTRUCTION		
35551131Z	RESOLVED - CERTIFICATE ACCEPTED	APCO GROUP INC GC36732	IN VIOLATION	03/08/2021	1J8	$0.00
	Severity: CLASS - 1	**Inspect Unit:** CONSTRUCTION SAFETY ENFORCEMENT				
35551129J	RESOLVED - CERTIFICATE ACCEPTED	APCO GROUP INC GC36732	IN VIOLATION	03/08/2021	106, 206	$0.00
	Severity: CLASS - 1	**Inspect Unit:** CONSTRUCTION SAFETY ENFORCEMENT		**Viol Type:** CONSTRUCTION		
35551128H	RESOLVED - CERTIFICATE ACCEPTED	APCO GROUP INC GC36732	IN VIOLATION	03/08/2021	209, 115	$0.00
	Severity: CLASS - 1	**Inspect Unit:** CONSTRUCTION SAFETY ENFORCEMENT		**Viol Type:** CONSTRUCTION		
35551130R	RESOLVED - CURE ACCEPTED	APCO GROUP INC GC36732	CURED/IN-VIO	03/08/2021	206	$0.00
	Severity: CLASS - 2	**Inspect Unit:** CONSTRUCTION SAFETY ENFORCEMENT		**Viol Type:** CONSTRUCTION		
39027352R	OPEN - NO COMPLIANCE RECORDED	HENRY HUDSON HOLDINGS COR	IN VIOLATION	08/21/2020	155	$1,000.00
	Severity: CLASS - 1	**Inspect Unit:** MANHATTAN PLUMBING		**Viol Type:** PLUMBING		
39027351P	OPEN - NO COMPLIANCE RECORDED	HENRY HUDSON HOLDINGS COR	IN VIOLATION	08/21/2020	202	$625.00
	Severity: CLASS - 2	**Inspect Unit:** MANHATTAN PLUMBING		**Viol Type:** CONSTRUCTION		

35491673L	OPEN - NO COMPLIANCE RECORDED	HENRY HUDSON HOLDINGS COR	IN VIOLATION	07/23/2020	106, 206	$-1,250.00
	Severity: CLASS - 1	**Inspect Unit:** CONSTRUCTION SAFETY ENFORCEMENT		**Viol Type:** CONSTRUCTION		
39025513J	OPEN - NO COMPLIANCE RECORDED	HENRY HUDSON HOLDINGS COR	IN VIOLATION	07/16/2020	251	$0.00
	Severity: CLASS - 2	**Inspect Unit:** ELEVATOR DIVISION		**Viol Type:** ELEVATOR		
39025512H	OPEN - NO COMPLIANCE RECORDED	HENRY HUDSON HOLDINGS COR	IN VIOLATION	07/16/2020	151	$0.00
	Severity: CLASS - 1	**Inspect Unit:** ELEVATOR DIVISION		**Viol Type:** ELEVATOR		
35469596X	OPEN - NO COMPLIANCE RECORDED	EVEREST SCAFFOLDING INC GC32158	DEFAULT	07/10/2020	106	$12,500.00
	Severity: CLASS - 1	**Inspect Unit:** CONSTRUCTION SAFETY ENFORCEMENT		**Viol Type:** CONSTRUCTION		
37019154N	RESOLVED - N/A - DISMISSED	HENRY HUDSON HOLDINGS COR	DISMISSED	06/03/2020	227	$0.00
	Severity: CLASS - 2	**Inspect Unit:** LOCAL LAW 11/98		**Viol Type:** LOCAL LAW		
35472235H	RESOLVED - CERTIFICATE ACCEPTED	APCO GROUP INC GC36732	IN VIOLATION	03/03/2020	223	$0.00







Next

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

Attorney Group No. 491

Index No. Year 2021

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of the Application of EC 58TH STREET LLC Petitioner, -against- THE TAX COMMISSION OF THE CITY OF NEW YORK and THE COMMISSIONER OF FINANCE OF THE CITY OF NEW YORK Respondents.	PETITION Taxes of 2021-22

Block	Lot	Address
1048	1701	353-61 WEST 57 STREET
1048	1702	353-61 WEST 57 STREET
1048	1704	353-61 WEST 57 STREET
1048	1706	353-61 WEST 57 STREET

TO THE SUPREME COURT OF THE STATE OF NEW YORK

The Petitioner above named respectfully shows and alleges that:

1. At all times hereinafter mentioned, the petitioner was and still is a limited liability company and the Owner of certain real property in the Borough of Manhattan, City of New York, which real property is described in Schedule A hereto annexed and made part hereof, by block and lot number by which the said property was designated on the tax maps of the City of New York for the fiscal year July 1, 2021 to June 30, 2022.

HUDSON

2. During the time provided for by law, one of the assessors of the Real Property Assessment Bureau of the City of New York, an agency under the jurisdiction of the Commissioner of Finance, in accordance with law, did assess the said real property described in Schedule A and caused the assessed valuations to be entered in detail in the books kept in the office of said Real Property Assessment Bureau as shown in Schedule A.

3. Between January 15, 2021 and March 1, 2021, the time that said books were open for public inspection, or such further period as provided by law, petitioner, claiming to be aggrieved by said assessed valuation of said real property, duly made application in writing under oath to the Tax Commission of the City of New York, as provided by law to have such assessments corrected, said Tax Commission having been duly constituted by law, to review and correct all assessments of real property for taxation in the City of New York. In said application, petitioner claimed that the assessments were erroneous in that the assessments were excessive (by reason of overvaluation), misclassified, unequal (by reason of inequality), and unlawful(by reason of illegality) and demanded appropriate relief.

4. Thereafter, on or about May 25, 2021, the Tax Commission duly rendered a final determination on said application, and the assessments were confirmed as final in the amounts shown in Schedule A hereof.

5. Thereafter, the assessment rolls of the real property subject to taxation in the City of New York for the fiscal year July 1, 2021 to June 30, 2022 were prepared, certified and delivered to the City Council of the City of New York in accordance with law, which assessment rolls contained the said assessments upon petitioner's said real property as shown in Schedule A and the City Council proceeded thereon for the levying and collection of taxes.

6. The said assessments are excessive in that (a) the assessed valuation exceeds the full value of the real property. The sum for which the said real property would sell under ordinary circumstances on the statutory taxable status date is shown as the claimed value in Column "5" of Schedule A. The extent of over-valuation is the actual total assessment specified for each tax lot (Column "4"), less the claimed correct full value specified for each tax lot as set forth in Column "5" of Schedule A; (b) the taxable assessed value fails to comply with the limitations of increases in assessed value set forth in Real Property Tax Law Section 1805; (c) said real property failed to receive all or a portion of an exemption to which said real property or the owner thereof is entitled pursuant to the law authorizing the exemption; and (d) the assessments are excessive in that the property failed to receive a land only "progress assessment" as a building in the course of construction pursuant to Administrative Code Section 11-209.

7. Where the subject property is fully or partially exempt from taxation under RPTL Section 489 and the Administrative Code of the City of New York, Section 11-243, the assessment has been unlawfully increased in excess of the assessment of the previous existing dwelling appearing on the assessment rolls after the taxable status date

immediately preceding the commencement of the alteration and improvements plus the value of the land and any improvements, other than those made under the provisions of RPTL Section 489 and Administrative Code Section 11-243.

8. The said assessments are erroneous by reason of inequality and are unequal in that they have been made at a higher proportionate valuation than the assessed valuations of (a) other real property on the assessment rolls of the City for the same year, and/or (b) other real property within the same class on the same roll by the same officer. The extent of such inequality and the extent to which said assessments are unequal is equal to the difference between the actual total assessed value as set forth in Schedule A and 15% of the amount specified as the claimed value for each unit set forth in Schedule A.

9. RPTL Section 720(3) is unlawful, improper and unconstitutional in that it improperly limits the scope of evidence to be adduced by petitioner.

10. The assessments are illegal and unlawful in that they were made contrary to law.

11. The assessments are illegal and unlawful in that the property should have been wholly exempt from taxation.

12. Where a notice increasing the assessments of the subject property was sent during or subsequent to the time the books of the annual record of assessed valuation remained open for public inspection, the notice purporting to increase the assessments is unlawful, improper, defective and void in that it fails to comply with New York City Charter Section 1512 and Administrative Code Section 11-211; Charter Section 1512 is unlawful, improper and unconstitutional in that it discriminates in favor of residential versus commercial property and fails to provide adequate notice of an increased assessment, and unconstitutionally vague in that it fails to adequately define what is meant by residential real estate.

13. At all times herein relevant, the Constitution of the State of New York, Article 8, Section 10, provides that real estate tax revenues of the City of New York in any fiscal year, exclusive of debt service requirements, shall not exceed 2-1/2% of the average full value of its taxable real estate for the latest five fiscal years. That by discriminating between types of properties, respondents have reduced the value of "taxable" real estate so that the tax rate exceeds the constitutional limitations by reason of their having effectively granted exemptions from taxation to certain premises.

14. Where petitioner's property is a cooperative or condominium, the assessment has been made contrary to RPTL Section 581 and/or RPL Sec. 339-y.

15. These assessments and all of the assessments on the assessment rolls of the City of New York are illegal and unlawful in that Section 305(2) of the Real Property Tax law requires that all real property in each assessing unit shall be assessed at a uniform percentage

of value and that the assessments on said roll are not assessed at such uniform percentage.

16. Where the assessment of the subject parcel has been set based on 45% of gross sales price, the assessment is unlawful in that parcels whose assessment is based on 45% of gross sales price constitute an unlawful and separate class of real property which is not assessed at a uniform percentage of value required by RPTL Section 305(2) and which class is not authorized by RPTL Section 1802 or the New York State and United States Constitutions.

17. The assessments are illegal and unlawful in that respondents have wrongfully denied a hearing to correct the assessment in question pursuant to Administrative Code, Section 11-208.1 that is unconstitutional, on its face and as applied herein.

18. Petitioner's property has been misclassified as being in class two, three or four instead of the appropriate class for petitioner's property; the class designation of petitioner's parcel results in an incorrect allocation of the parcel's assessed valuation between two or more classes; the criteria used by respondents for determination of tax class is arbitrary, capricious and unlawful.

19. The denial of the full and appropriate amount of exemption under RPTL Section 421-A or any applicable statute granting exemption to the subject property is arbitrary, capricious, contrary to law and makes the assessment unequal, unlawful and excessive.

20. By reason of the aforesaid excessive, unequal, erroneous, unlawful and illegal assessments, petitioner has been aggrieved and will be injured thereby, and will be compelled to pay more than its proper share of the taxes of the City of New York.

21. Reference herein to "petitioner" shall be deemed to include the petitioner named herein and all of said petitioner's predecessors in interest.

22. The property's transition assessments are excessive in that they have been (a) calculated in a manner inconsistent with the provisions of Real Property Tax Law, and/or (b) calculated in a manner inconsistent with the transitional assessment calculation for other properties in the City of New York.

23. No previous application has been made for the relief herein sought to this or any other Court or Judge.

WHEREFORE, your petitioner prays that the Supreme Court review and correct on the merits the aforementioned final determination of the Tax Commission on the grounds set forth in this petition, and that the Court take evidence to enable your petitioner to show the unjust, erroneous, illegal, unlawful, excessive and unequal assessments of said real property and its misclassification to the end that the said assessments may be reduced to the sum for which the said property would sell under ordinary circumstances for land and improvements, and to a valuation proportionate to the assessments of other real property assessed on the same rolls and/or other real property of the same class assessed on the same rolls, for the same year, so that equality of assessments will result, and that all properties shall be assessed at a uniform percentage so that said assessments will not be unequal, and that equality of assessments will result, and so that the assessments not be contrary to law, and so that any excessive transition assessments for current and subsequent tax years be reduced in accordance with law, and for such other and further relief as the Court may deem proper, together with costs.

EC 58TH STREET LLC

Petitioner

Dated: New York, NY
August 26, 2021

By: Anthony D. Minella
Anthony Minella, President

Ditchik & Ditchik, PLLC, Attorneys for Petitioner
370 Lexington Avenue, Suite 2301, New York, NY 10017 (212) 661-6400

STATE ~~OF NEW~~ YORK) CONNECTICUT
COUNTY OF ~~NEW~~ YORK) ss: FAIRFIELD

Anthony Minella, being duly sworn, deposes and says: Deponent is President of the petitioner herein; deponent has read and knows the contents of the foregoing petition; the same is true of deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters deponent believes it to be true.

That the reason why this verification is made by deponent and not by petitioner is because petitioner is a limited liability company and deponent is President.

Sworn to before me this
26th day of August, 2021.

Anthony D. Minella
Anthony Minella

Notary Meeghan O'Donnell

Meeghan O'Donnell
Notary Public, State of Connecticut
My Commission Expires February 28, 2025

SCHEDULE A

For the period commencing July 1, 2021 and ending June 30, 2022

1	2	3	4	5
			ASSESSMENT	
Block	Lot	Land($)	Land & Improvements($)	Claimed Value($)
1048	1701	3,524,815	36,956,893	12,935,000
1048	1702	3,127,751	22,445,550	7,856,000
1048	1704	96,750	496,350	174,000
1048	1706	299,927	1,957,050	685,000

Attorney Group No. 491

Index No. Year 2021

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of the Application of

EC 58TH STREET LLC

Petitioner,

-against-

THE TAX COMMISSION OF THE CITY OF NEW YORK and THE COMMISSIONER OF FINANCE OF THE CITY OF NEW YORK

Respondents.

PETITION FOR REVIEW OF REAL PROPERTY ASSESSMENTS

Ditchik & Ditchik, PLLC
Attorneys for Petitioner
Office & P.O. Box
370 Lexington Avenue, Suite 2301
New York, NY 10017
(212) 661-6400

By: _____
Steven Tishco, Esq.

KUCKER
MARINO
WINIARSKY
& BITTENS, LLP

Alan D. Kucker
James R. Marino
Nativ Winiarsky
Andrew B. Bittens *
William D. Hummell
Catherine A. Helwig *
Craig P. Gambardella
Gregg R. Kurlander
Jason M. Frosch
Lisa Faham-Selzer
Joseph Goldsmith
Vladimir K. Favilukis *

Rachel V. Kramer
Danielle K. Ciraola
Kathleen B. Kelliher *
Rafael D. Dayan
William J. Halkias *
Samara Geller

OF COUNSEL:
Patrick K. Munson
Abner T. Zelman
Nikolaos Preponis
Patrick K. Yu
Nicholas G. Yokos *
Daniel Gewirtz
Tanya M. Owens
Kacey H. Sou
Eric R. McAvey
Jill L. Mandell †
Joel Celso ^

* *Also admitted in NJ*
† *Also admitted in CT*
^ *Also admitted in DC*

Elizabeth Hernandez
Director, Certification of No Harassment Unit
NYC Department of Housing Preservation & Development
Housing Litigation Division
100 Gold Street, Room 6Z4
New York, NY 10038
Email: hernanel@hpd.nyc.gov

Re:		Opinion of Counsel Application for a Certificate of No Harassment.
	Applicant:	Alberto Smeke
	Ground Lessee:	HUDSON 1701/1706, LLC and HUDSON 1702, LLC
	Owner:	356W58 Ground Lessor LLC
	Premises:	353 West 57th Street, New York, NY

Dear Ms. Hernandez:

Please be advised that, based on the examination of the organizational documents of HUDSON 1701/1706, LLC and HUDSON 1702, LLC, such as the Articles of Organization and Operating Agreement, the Ground Lease, the books and records of HUDSON 1701/1706, LLC and HUDSON 1702, LLC, and considering all of the surrounding facts and circumstances, as well as having consulted with the Applicant, Alberto Smeke, it is my opinion:

(i) HUDSON 1701/1706, LLC and HUDSON 1702, LLC are in good standing with the Department of State, New York State;

(ii) The Applicant, Alberto Smeke, is a member of HUDSON 1701/1706, LLC and HUDSON 1702, LLC.

(iii) The Applicant, Alberto Smeke, is both authorized and entitled to file the instant Application for a Certificate of No Harassment on behalf of HUDSON 1701/1706, LLC and HUDSON 1702, LLC and the owner, 356W58 Ground Lessor LLC, and to make all representation before HPD on behalf of HUDSON 1701/1706, LLC and HUDSON 1702, LLC and the owner, 356W58 Ground Lessor LLC;

(iv) The Applicant, Alberto Smeke, is authorized to bind HUDSON 1701/1706, LLC and HUDSON 1702, LLC and the owner, 356W58 Ground Lessor LLC, with regard to the filing of this Application for a Certificate of No Harassment.

Please be advised that I am serving the Owner as Special Counsel in this matter and you may direct any questions or requests for additional information to me at the address and telephone number listed above. Thank you for your time and consideration.

Sincerely,

Joseph Goldsmith, Esq.

Exhibit E

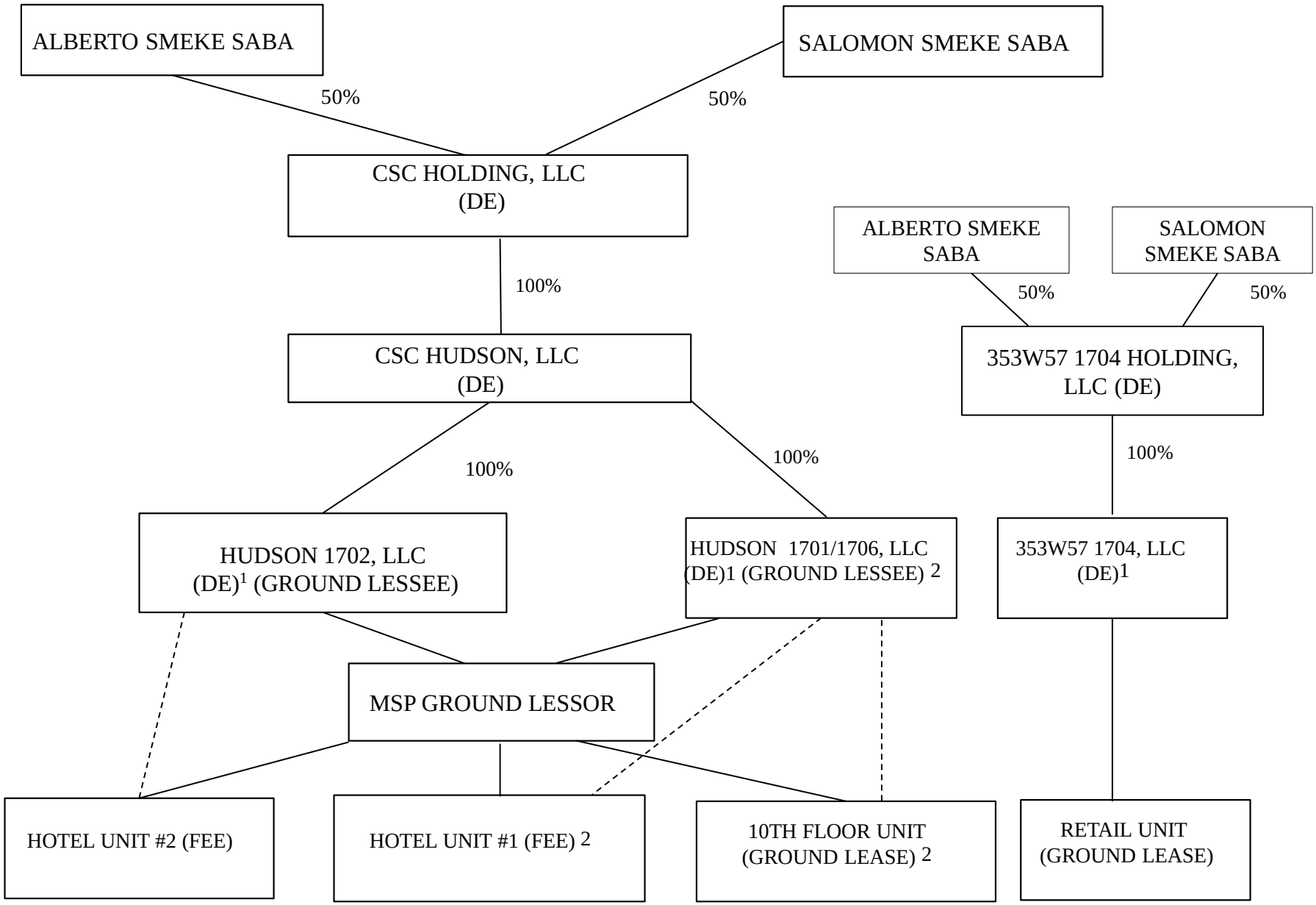
Organizational Chart of CSC and Ground Tenant

(Attached hereto)

CONFIDENTIAL

CSC – HUDSON
353 WEST 57TH STREET
NEW YORK, NEW YORK

ORGANIZATIONAL STRUCTURE



1. Qualified in New York.
2. Hudson 1701/1706, LLC will hold ground lessee interest in Hotel Unit #1 and ground sublessee interest in the 10th Floor Unit.

Exhibit F

Form of Memorandum from Kucker Marino Winiarsky & Bittens, LLP

(Attached hereto)

KUCKER
MARINO
WINIARSKY
& BITTENS, LLP

Alan D. Kucker
James R. Marino
Nativ Winiarsky
Andrew B. Bittens *
William D. Hummell
Catherine A. Helwig *
Craig P. Gambardella
Gregg R. Kurlander
Jason M. Frosch
Lisa Faham-Selzer
Joseph Goldsmith
Vladimir K. Favilukis *

Rachel V. Kramer
Danielle K. Ciraola
Kathleen B. Kelliher *
Rafael D. Dayan
William J. Halkias *
Samara Geller

OF COUNSEL:
Patrick K. Munson
Abner T. Zelman
Nikolaos OF COUNSEL:
Patrick K. Munson
Abner T. Zelman
Nikolaos Preponis
Patrick K. Yu
Nicholas G. Yokos *
Daniel Gewirtz
Tanya M. Owens
Kacey H. Sou
Eric R. McAvey
Jill L. Mandell †
Joel Celso ^

* *Also admitted in NJ*
† *Also admitted in CT*
^ *Also admitted in DC*

April 29, 2022

Parkview Financial REIT, LP and
Parkview Financial 2020, LP,
c/o Mr. Paul Rahimian
Parkview Financial REIT, LP
11601 Wilshire Blvd, Suite 2100
Los Angeles, CA 90025

356W58 Ground Lessor LLC
c/o MSP Capital Investments LLC
3953 Maple Avenue, Suite 350
Dallas, TX 75219

NexBank, its successors and/or assigns
2515 McKinney Ave., Ste. 1100
Dallas, TX, 75201

Re: Exemption from the Certificate of No Harassment and Certificate of No Harassment
353 West 57th Street, New York, NY

Dear All:

My firm represents CSC Coliving, LLC who, through one of its affiliates, is the contract vendee for the above mentioned building. We are writing on our client's behalf as counsel for this project. This building is located within the Clinton Special Zoning District and is as well a SRO building. As a result, it is incumbent on an owner or operator seeking to undertake certain Covered Categories of Construction Work, such as combining units or changing the use permitted by Certificate of Occupancy to permit Class A apartments, to obtain either a Certification of No Harassment or an exemption from the requirement of obtaining a Certification of No Harassment under both regulations.

Regarding the Clinton Special Zoning District requirement, we have proposed as a step 1 that we prepare for filing an application for an exemption from the requirement of obtaining a Certification of No Harassment on the basis, pursuant to §96-110 (b)(2) of the Zoning Resolution of the City of New York, that the building was initially occupied for residential purposes after January 1, 1974. Here, the Certificate of Occupancy in effect on January 1, 1974, dated December 14, 1972, classified the building as a Class B Hotel. The Zoning Resolution of the City of New York classifies a Class B Hotel as a commercial use under Use Group 5. The required documents for an application for an exemption are:

- Original certified copies of all deeds for all current and prior owners who owned the property since September 5, 1973;

- If the current title to the property is held by an entity, the Articles of Organization, operating agreement or LLC resolution, as well as the NYS filing receipt for the entity and a Certificate of Good standing;
- Original certified copy of the Certificate of Occupancy;
- Original documentation of any net leases for the subject property since September 5, 1973;
- Proof of the exemption, which in this case would be Original certified copy of the Certificate of Occupancy in effect on January 1, 1974, dated December 14, 1972;
- A Completed Application Form; and
- An Opinion of Counsel that:
    - Based on the examination of the Company's organizational documents such as (specifying which documents were consulted), that Counsel represents that the entity is in good standing with the Department of State:
    - The applicant's relationship (official title) to the Entity.
    - The applicant (name of applicant) is authorized to make all representation before DHPD on behalf of the Entity and is authorized to file the Application for Certificate of No Harassment on behalf of the Entity.
    - The applicant (name) is authorized to bind the Entity (name) with regard to the filing of the Application for CONH.

I have reviewed the Zoning Resolution of the City of New York and the Certificate of Occupancy in effect on January 1, 1974 and I believe there is merit to the Application. There is no fee for the filing of an application for an exemption and it has been our experience with HPD in the past that the applications are usually decided within 4-6 weeks. A form copy of the application for an exemption is attached for your review. The application for an exemption, further, is not served on any tenant or occupant of the building and they get no notice that the foregoing was filed. I previously obtained an exemption for the Roger Smith Hotel in 2019, a copy of which is enclosed, and am familiar with the process.

Regarding the SRO requirement, we have discussed before filing an application to wait until a decision is rendered on whether the building is exempt from the requirement of the Clinton Special Zoning District of obtaining a Certification of No Harassment before filing anything. If the exemption from the requirement of the Clinton Special Zoning District of obtaining a Certification of No Harassment is granted, it has been requested that all applications for required permits to complete the Multifamily Project be submitted to the NYC Department of Buildings and, if permits are approved, to move forward with construction. If permits are denied on the basis of needing a Certification of No Harassment pursuant to the SRO requirement, then to apply for a Certification of No Harassment under the SRO requirement.

Before filing an application for a Certification of No Harassment pursuant to the SRO requirement, and while we await the decision on whether the building is exempt from the requirement of the Clinton Special Zoning District, we are proposing we first investigate whether the building qualifies for an exemption from the requirement of obtaining a Certification of No Harassment, as defined in §28-107.2 of the New York Administrative Code, on the possible basis of the building having been a Luxury Hotel. A Luxury Hotel is defined as a single room occupancy multiple dwelling in which the rent on May 5, 1983, exclusive of governmentally assisted rental payment charged for seventy-five percent or more of the total number of occupied individual dwelling units was more than fifty-five dollars ($55.00) per day for each unit rented on a daily basis, or more than two hundred and fifty dollars ($250.00) per week for each unit rented on a weekly basis or more than eight hundred and fifty dollars ($850.00) per month for each unit rented on a monthly basis. In order to establish this

exemption, it would be incumbent for the applicant to establish the rent on May 5, 1983 for the units and we would suggest an investigation be undertaken of the historic rents on that date.

To date we have been unable to ascertain whether the building qualifies for an exemption from the requirement of obtaining a Certification of No Harassment on the possible basis of the building having been a Luxury Hotel. If permits are denied on the basis of needing a Certification of No Harassment pursuant to the SRO requirement and if an investigation reveals that the building does not qualify as a Luxury Hotel or if the time and cost proves to be unreasonable, then we would suggest filing for a Certification of No Harassment under the SRO requirement.

To apply for a Certification of No Harassment under the SRO requirement, a property owner must complete the application and pay the required fee of $160 per existing unit listed on the current Certificate of Occupancy. The inquiry period for Certificate of Occupancy under the SRO requirement is three years before the application is filed. I have done a preliminary review of the last three years and I see and/or understand that the Hotel has been closed and vacant of transient occupants for 1.5 years, that there has been no litigation commenced before the DHCR or before HPD, and I am told that there have been good relations between the SRO tenants and ownership. The required documents for an application for a Certification of No Harassment under the SRO requirement are:

- Original certified copies of all deeds for all current and prior owners who owned the property since three years prior to the application;
- If the current title to the property is held by an entity, the Articles of Organization, operating agreement or LLC resolution, as well as the NYS filing receipt for the entity and a Certificate of Good standing;
- Original certified copy of the Certificate of Occupancy;
- Original documentation of any net leases for the subject property since three years prior to the application;
- A Completed Application Form; and
- An Opinion of Counsel that:
    - Based on the examination of the Company's organizational documents such as (specifying which documents were consulted), that Counsel represents that the entity is in good standing with the Department of State:
    - The applicant's relationship (official title) to the Entity.
    - The applicant (name of applicant) is authorized to make all representation before DHPD on behalf of the Entity and is authorized to file the Application for Certificate of No Harassment on behalf of the Entity.
    - The applicant (name) is authorized to bind the Entity (name) with regard to the filing of the Application for CONH.

It has been my experience with HPD in the past that the applications are usually decided within 12 months, provided HPD does not find probable cause that harassment occurred. A form copy of the application for a Certification of No Harassment is attached for your review. I most recently obtained a Certification for 222 East 12th Street in Manhattan in 2021, a copy of which is enclosed, and am familiar with the process.

If the Certification of No Harassment pursuant to the SRO requirement is granted, it has been requested that all applications for required permits to complete the Multifamily Project be submitted to the NYC Department of Buildings and, if permits are approved, to move forward with construction.

As for a step 2, if exemption from the requirement of the Clinton Special Zoning District of

obtaining a Certification of No Harassment is denied, we have discussed submitting an application pursuant to the Clinton Special Zoning District of a Certification of No Harassment.

To apply for a Certification of No Harassment pursuant to the Clinton Special Zoning District the application and process is entirely alike applying for a Certification of No Harassment pursuant to the SRO requirement except, instead of a 36 month inquiry period, the Zoning Resolution defines inquiry period to mean a period which commences 15 years prior to the application date. Thus, the documentation and information in the application will have to be enlarged to encompass the enlarged inquiry period. We have discussed, before any application for a Certification of No Harassment pursuant to the Clinton Special Zoning District is submitted, that we perform a full administrative review for the Special Clinton District inquiry period, the results of which (together with all backup information pertaining thereto) shall be provided to Landlord and no application shall be submitted without Tenant's and Landlord's mutual, reasonable discretion, that there is no reasonable evidence that would be likely to result (or otherwise support) a Finding of Harassment, such that submitting a application for the Special Clinton District would be detrimental to the Project.

If the Certification of No Harassment pursuant to the Special Clinton District requirement is submitted and granted, it has been requested that all applications for required permits to complete the Multifamily Project be submitted to the NYC Department of Buildings and, if permits are approved, to move forward with construction.

If Certification of No Harassment pursuant to the Special Clinton District requirement or SRO is denied on the basis of a finding of harassment, the same will constitute a Fallback Business Plan Notice and Tenant will need to come up with an alternative business plan within 90 days. Any such alternate business plan may, if applicable, include taking advantage of the "cure" for a Certification of No Harassment denial. To satisfy the requirements of Curing with HPD, the building owner must go through the application process and then enter into a Cure Agreement with HPD that stipulates the construction of permanently affordable Low Income Housing restricted to households earning at or below 80% AMI covering the greater of: (i) 28% of the total residential floor area of any multiple dwelling to be altered or demolished in which harassment has occurred, and (ii) 20% of the total floor area of any new or altered building on the Cure lot.

Please let me know if you have any questions or concerns. Thank you for your time and consideration.

Sincerely,

Joseph Goldsmith, Esq.

cc: Sal Smeke
Alberto Smeke
CSC Coliving, LLC
6 St. Johns Lane
New York, NY 10013
Tel.: (212) 419-3149
Email: ss@csc-coliving.com
Email: as@csc-coliving.com

CITY OF NEW YORK

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

FINAL DETERMINATION UPON APPLICATION FOR A CERTIFICATION OF NO HARASSMENT PURSUANT TO SECTION 27-2093 OF THE NEW YORK CITY ADMINISTRATIVE

Application No.:	**35/2021**
Applicant(s):	**TERRENCE LOWENBERG**
Premises:	222 East 12th Street, New York, NY 10003
Inquiry Period:	April 23, 2018 to the present pursuant to Section 27-2093 of the New York City Administrative Code.
Action:	**Granted**
Duration:	This certification will remain in effect for three (3) years from the Date of Issuance.
Date:	**November 22, 2021**

Martha A. Weithman, Esq., Assistant Commissioner
Department of Housing Preservation & Development

CITY OF NEW YORK
DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

FINAL DETERMINATION UPON APPLICATION FOR AN EXEMTION FROM REQUIREMENT TO OBTAIN CERTIFICATION OF NO HARASSMENT PURSUANT TO SECTION 28-107.2 OF THE NEW YORK CITY ADMINSTRATIVE CODE

Application No.:	79/19
Applicant(s):	Phoebe Knowles
Premises:	501 Lexington Avenue New York, New York 10017
Action:	Exempt. New York City Administrative Code 28-107.2, Exception: 6.
Duration:	This exemption will remain in effect for three years from the date of issuance.
Date:	August 22, 2019

Martha A. Weithman, Esq., Assistant Commissioner - HLD
Department of Housing Preservation & Development

Form 51-C (Rev. 7/64)-5M-20515(167)

DEPARTMENT OF BUILDINGS

BOROUGH OF MANHATTAN, THE CITY OF NEW YORK

Date December 14, 1972 No. 72783

CERTIFICATE OF OCCUPANCY

NO CHANGES OF USE OR OCCUPANCY NOT CONSISTENT WITH THIS CERTIFICATE SHALL BE MADE UNLESS FIRST APPROVED BY THE BOROUGH SUPERINTENDENT

This certificate AMENDS ~~supersedes~~ C. O. No. 68201

THIS CERTIFIES that the ~~new~~—altered ~~existing~~—building—premises located at

353 West 57th Street Block 1048 Lot 2

That the zoning lot and premises above referred to are situated, bounded and described as follows:

BEGINNING at a point on the north side of West 57th Street

distant 20' feet east from the corner formed by the intersection of

West 57th Street and 9th Avenue

running thence ~~east 135'~~ feet; thence north 200'-10" feet;

thence ~~west 135'~~ feet; thence south 200'-10" feet;

running thence ..... feet; thence ..... feet;

to the point or place of beginning, conforms substantially to the approved plans and specifications, and to the requirements of the Building Code, the Zoning Resolution and all other laws and ordinances, and of the rules of the Board of Standards and Appeals, applicable to a building of its class and kind at the time the permit was issued; and

CERTIFIES FURTHER that, any provisions of Section 646c of the New York Charter have been complied with as certified by a report of the Fire Commissioner to the Borough Superintendent.

~~N.B.~~ or Alt. No.— 820-1966 Construction classification— Class 1 Fireproof

Occupancy classification— Heretofore Erected . Height 26 stories, 244'0" feet.

Date of completion— Existing Class "B" Hotel . Located in C 4-7, C 1-8 & R 10 Zoning District.

at time of issuance of permit: November 1, 1972

This certificate is issued subject to the limitations hereinafter specified and to the following resolutions of the Board of Standards and Appeals:
and The City Planning Commission: (Calendar numbers to be inserted here)

PERMISSIBLE USE AND OCCUPANCY

Off-Street Parking Spaces _____

Off-Street Loading Berths _____

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS ACCOMMODATED	USE
Sub-Clr.	120	150	Motion picture studio and offices, swimming pool, men's recreation room (gym) with accessory use, women's lounge, employees' locker rooms, offices, rest room, storage, boiler room, service and utility rooms.
Clr.	120	75	Women's recreation room (gym) with accessory use, helps' locker rooms, pastry shop, carpenter shop, service and utility rooms.
1st	120	1200	Assembly or ballroom, cocktail lounge, bar and kitchen, hotel offices, newstand, bar and stores and service rooms.
1st Mezz.	100 & 120	550	Conference and meeting room, doctors' offices, hotel offices, beauty salon, electrolysis, Bermuda room, lockers, storage and service rooms.
2nd	100	600	Dining and meeting room, kitchen and lounge, music, meeting and sitting rooms, two (2) lounges, cocktail lounge and service pantry.

Sewage Disposal:
Saintary Drainage _____ (DOES) (DOES NOT) Discharge Into Either Sanitary or Combined Sewer

Storm Drainage _____ (DOES) (DOES NOT) Discharge Into Either Storm or Combined Sewer

—OVER—

Borough Superintendent

OFFICE COPY—DEPARTMENT OF BUILDINGS

PERMISSIBLE USE AND OCCUPANCY (continued)

STORY	LIVE LOADS Lbs. per Sq. Ft.	PERSONS ACCOMMODATED	USE
3rd	50	160	Offices, photo room, locker rooms and valet.
4th	40		Forty (40) hotel rooms and guest laun room and maid's locker room.
5th	40		Fifty-six (56) hotel rooms, telephone switchboard room and maids' locker room.
6th	50	240	Psychiatres office, group therapy rooms and offices for non-profit hospital related facilities-without sleeping accommodations, Use group 4.
7th	40		Sixty-eight (68) hotel rooms, and maids' locker room.
8th	50	100	Hospital staff offices, maids' locker room.
9th	50	240	Offices for non-profit hospital related facilities (without sleeping accommodations), Use group 4.
10th	40		Thirty-eight (38) hotel rooms, fifteen (15) hospital staff rooms, maids locker room, lounge, laundry.
11th	40		Twenty (20) hotel rooms, twenty-five (25) hospital staff rooms, maids locker room.
12th	40		Sixty-nine (69) hotel rooms and maids' locker room.
13th	40		Seventy-one (71) hotel rooms, maids' locker room.
14th	40		Forty-three (43) hotel rooms, maids' locker room and solarium.
15th	40		Forty (40) hotel rooms and maids' locker room.
16th	40		Forty-one (41) hotel rooms, maids' locker room.
17th to 19th, incl.	40 each		Thirty-seven (37) hotel rooms, maids' locker room, each story.
20th	40		Thirty-four (34) hotel rooms, maids' locker room.
21st	40		Seventeen (17) hotel rooms, nine (9) hospital staff rooms, maids' locker room.
22nd	40		Thirty-six (36) hotel rooms and maids' locker room.

Borough Superintendent

Department of Housing Preservation & Development
nyc.gov/hpd

Office of Enforcement & Neighborhood Services
Housing Litigation Division
100 Gold Street
New York, N.Y. 10038

APPLICATION FOR AN EXEMPTION FROM THE CERTIFICATION OF NO HARASSMENT ("CONH") REQUIREMENT

INSTRUCTIONS

This is an application for an Exemption from the requirement of obtaining a Certification of No Harassment ("CONH"). Below is a summary of the possible exemptions for Single Room Occupancy ("SRO") multiple dwellings and multiple dwellings located in a Special Zoning District. Be sure to indicate the requirement type (SRO, Special Zoning District) and number designation of the exemption you are seeking in question 2.

You may seek an exemption from the CONH requirement for SRO buildings if the subject building is one of the following exceptions, as defined in §28-107.2 of the New York Administrative Code:

1. A College or School Dormitory;
2. A Clubhouse;
3. A Luxury Hotel. This is defined as a single room occupancy multiple dwelling in which the rent on May 5, 1983, exclusive of governmentally assisted rental payment charged for seventy-five percent or more of the total number of occupied individual dwelling units was more than fifty-five dollars ($55.00) per day for each unit rented on a daily basis, or more than two hundred and fifty dollars ($250.00) per week for each unit rented on a weekly basis or more than eight hundred and fifty dollars ($850.00) per month for each unit rented on a monthly basis;
4. Residence whose occupancy is restricted to an institutional use such as housing intended for use primarily or exclusively by the employees of a single company or institution;
5. A City-owned multiple dwelling;
6. Any multiple dwelling containing fewer than nine class B dwelling units used for single room occupancy unless the total number of such units is more than fifty percent of the total dwelling units in such multiple dwelling. For example, a building containing eight single rooms and eight apartments would qualify, but one containing eight single rooms and fewer than eight apartments would not qualify; and
7. Any class A or B multiple dwelling which is (a) the subject of a program approved by the Commissioner of Housing Preservation and Development and related to the rehabilitation of a single room occupancy multiple dwelling or the provision of housing for persons of low or moderate income, other than a program consisting solely of real property tax abatement or tax exemption and (b) exempted from the provisions by the Commissioner of housing preservation and development.

You may seek an exemption from the Special Zoning District CONH requirement if the subject building is one of the following, as defined in §96-110 (b)(2) of the Zoning Resolution of the City of New York:

1. Any city-owned multiple dwelling;
2. Any multiple dwelling which is the subject of a program approved by the Department of Housing Preservation and Development for the provision of housing for persons of low or moderate income and has been exempted from the provisions of this Section by written determination of the Department of Housing Preservation and Development;
3. Any multiple dwelling initially occupied for residential purposes after January 1, 1974, except for buildings which are or have been interim multiple dwellings pursuant to Article7C of the Multiple Dwelling Law;
4. Any exempt hotel (for further clarification, see §96-110(a)(6)(i) and (ii));
5. Any multiple dwelling in which occupancy is restricted to clubhouse or school dormitory use and occupancy was restricted to clubhouse or school dormitory use on the referral date; and
6. Any exempt institutional residence (for further clarification, see §96-110(a)(7) (i) and (ii))

Printed on paper containing 30% post-consumer material.

Special Zoning Districts include:

- The Special Clinton District- § 96-110; or
- The Special Hudson Yards District- § 93-90; or
- The Special Garment Center District- § 93-90; or
- The Greenpoint-Williamsburg anti-harassment area- § 23-013; or
- The Special West Chelsea District- § 98-70 and § 93-90.

Required Documents: Please submit the following documents with your application. Please note that if any of the required documentation is missing, HPD may reject the application.

- Original certified copies of all deeds for all current and prior owners who owned the property since the inquiry period start date.
- If the current title to the property is held by an entity, provide documentation in support:
  - Articles of Organization, operating agreement or LLC resolution, as well as the NYS filing receipt for the entity and a Certificate of Good standing.
- Original certified copy of the Certificate of Occupancy, if one exists.
  - If no Certificate of Occupancy exists, attach an original certified letter from the DOB stating that the building does not have one.
- Original documentation of any net leases for the subject property during the inquiry period.
- HPD, at its discretion, may require a copy of the architectural plans.

Work: Regardless of the type or location of the property, a CONH is not required for all types of work. You should refer directly to the Administrative Code and/or the New York City Zoning Resolution to determine whether a CONH is required. You may also consult with the Department of Buildings.

Completing the Application: ***All sections must be fully completed*****.** You must enter the BIN in question 1. The BIN can be found by searching the address through the Department of Building's Building Information system at nyc.gov/buildings. This version of the application must be used effective March 1, 2018.

Who May Apply: The applicant must be an individual natural person and must be either (i) a title holder, a contract vendee in possession, or a net lessee under a lease with at least 10 years remaining in its term ("owner"), or (ii) a principal or officer of an owner who is authorized to sign on behalf of and bind such owner. If the applicant does not have legal authority to authorize the Department of Housing Preservation and Development ("HPD") to enter all common areas of the property (for example, if the applicant is a contract vendee or is an owner who has leased the property to someone else), then the application must also be signed by an individual natural person who has such authority. If the applicant is a contract vendee, then the application must also be signed by an individual natural person who is authorized to sign on behalf of the title holder.

Opinion of Counsel: If title to the property is held by an entity rather than by a natural person, submit a letter from an attorney stating that:

- Based on the examination of the Company's organizational documents such as (specify which documents were consulted), you represent that the entity (name of entity) is in good standing with the Department of State, New York State.
- The applicant's relationship (official title) to the Entity.
- The applicant (name of applicant) is authorized to make all representation before DHPD on behalf of the Entity and is authorized to file the Application for Certificate of No Harassment on behalf of the Entity.
- The applicant (name) is authorized to bind the Entity (name) with regard to the filing of the Application for CONH.

Number of Copies: Submit one original and one copy of this application and all supporting documents.

Fee: There are no fees to process this application.

Submission Method and Location: Submit the application by mail (regular, certified, or registered), private courier, or hand delivery. **Hand deliveries are only accepted Monday- Friday from 9 a.m. to 11 a.m.**

Printed on paper containing 30% post-consumer material.

Submission Location: Submit the application to the Anti-Harassment Unit, Department of Housing Preservation and Development, 100 Gold Street, Room 6P6 New York, NY 10038, Attention: Rhonda Waldon.

Inquiries: Direct all inquiries regarding this application to: **(212) 863-8266**.

Additional Pages: If the answer to any question in this application requires additional space, please add pages to the application as necessary. For each such page, (i) clearly indicate the number of the question to which it pertains at the top of the page, and (ii) insert the page into the application immediately following that question.

Printed on paper containing 30% post-consumer material.

1. **Property:** Identify the property that is the subject of this application ("property").

Borough: □ Manhattan □ Brooklyn □ Bronx □ Queens □ Staten Island

Block: _____ Lot: _____ HPD Registration ID: _____ BIN: _____

Street Address: _____

2. **Exemption Sought:** Please indicate the requirement and number designation of the exemption you are seeking. (See instructions.) Please check every box that applies.
   - □ Single Room Occupancy multiple dwelling. Exemption Number_____
   - □ Special Clinton District. Exemption Number_____
   - □ Special Hudson Yards District. Exemption Number_____
   - □ Preservation Area P-2 of the Special Garment Center District. Exemption Number_____
   - □ Greenpoint-Williamsburg anti-harassment area. Exemption Number_____
   - □ Special West Chelsea District. Exemption Number_____

3. **Building Configuration:** Attach either an original certified copy of the certificate of occupancy or original certified letter from the Department of Buildings stating that the building does not have a certificate of occupancy. Describe the legal and actual configuration of the building below.

Type of Unit	Legal Configuration - Number of Units	Actual Configuration - Number of Units
Apartment Dwelling Units		
SRO Dwelling Units		
Total Dwelling Units		
Commercial Units		

What is the basis of the legal configuration described above?
- □ Certificate of Occupancy (must attach if this is the basis of the legal configuration)
- □ Original certified letter from the Department of Buildings

4. **Building Occupancy:** Is the building currently vacant?
   - □ Yes (How long has the building been vacant?) _____.
   - □ No (Describe the current occupancy below).

Type of Unit	Occupied	Vacant	Total
Apartment Dwelling Units			
SRO Dwelling Units			
Total Dwelling Units			
Commercial Units			

Printed on paper containing 30% post-consumer material.

5. **Applicant(s):** Identify the applicant(s). An applicant must be a natural person, not an entity.

Name (1) _____ Name (2) _____

Social Security Number: ____/____/_____ Social Security Number: ____/____/_____

Date of Birth: _____/____/_____ Date of Birth: _____/____/_____

Mailing Address: _____

Business Telephone Number: _____ Mobile Telephone Number: _____

Email Address: _____ Fax Number: _____

Relationship to the property (attach documentation): _____

Deed Owner: _____

Deed Owner Address: _____

6. **Basis for Exemption**: Please provide a statement detailing the basis for the exemption and all documentation substantiating the claim.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

7. **Prior Applications for the Property:** Has anyone ever submitted an application for an exemption or waiver from the requirement for a certification of no harassment to HPD with respect to the property?
   - ☐ No.
   - ☐ Yes (Indicate the date of the application and any other relevant details).

Date of the Application	Applicant	Details

8. **Current Ownership**

A. Current Owners: List each current holder of title to the property including individual owners, joint owners and corporate owners:

Name	Date of Birth	SSN or EIN	Address

B. Current Principals and Officers: If title to the property is held by an entity rather than by a person, list (i) every director, general partner, managing partner, or managing member of such entity, (ii) every officer of such entity, (iii) every other person authorized to sign for and bind such entity, and (iv) every person or entity holding a 10% or more economic interest in such entity. Provide an opinion of counsel letter which authorizes the individual to file the application. An opinion of counsel letter is a letter by an attorney stating that the person signing the application for the corporation, partnership or limited liability corporation, is entitled to file and act on behalf of the entity and to make all of the representations and commitments therein. **You must also provide the supporting documentation as listed in the Instructions to support the below.**

Name	Date of Birth	SSN or EIN	Relationship to Owner	Address and Telephone Number

C. Current Management: List each person who served as a managing agent, a superintendent, collected rents, supervised or ordered repairs, or exercised any other discretion in the management of the property under the current ownership.

Name and Address	Employer and Role	Period of Service	Nature of Service

9. **Reason for Application:** Briefly describe the reason for this application (e.g., the alteration or demolition work to be performed at the property).

_____

_____

_____

_____

_____

_____

A. Have any applications for permits been filed with the Department of Buildings for work at the property which would require a certification of no harassment?

- ☐ No (Even if no such applications for permits have been filed with the Department of Buildings, HPD may request copies of architectural plans).
- ☐ Yes (Attach a copy of each such application, stamped by the Department of Buildings, and all attachments thereto).

B. Is any construction work currently in progress?

- ☐ No.
- ☐ Yes (Provide details below).

_____

_____

Applicant Consent: The owner of the property hereby consents to permit HPD unfettered access to the property that is the subject of this application at all times and without prior notice. It is understood that the failure to provide such access when requested will prevent the processing of this application and, in the discretion of HPD, may result in the denial of an Exemption from the requirement of obtaining a Certification of No Harassment.

Further, it is understood that the application may be denied if it contains any false or misleading statements, or material omissions.

Further, it is understood that the applicant and/or undersigned must first obtain an Exemption from the requirement of obtaining a Certification of No Harassment from HPD and all necessary permits from the DOB prior to commencing the work at the subject premises, which is the subject of this application.

I, the applicant, have read the within application and attest that its entire contents are true and complete.

_____	_____
Applicant's Signature (1)	Applicant's Signature (2)
_____	_____
Print Name Above	Print Name Above
_____	_____
Relationship to the Property	Relationship to the Property

_____
Corporate Entity Designee Signature

_____
Print Name Above

_____
Relationship to the Property

Sworn to this _____ day of
_____, 20___.

_____
Notary

Department of Housing Preservation & Development
nyc.gov/hpd

Office of Enforcement & Neighborhood Services
Housing Litigation Division
100 Gold Street
New York, N.Y. 10038

Version Effective 8/1/2018

APPLICATION FOR A CERTIFICATION OF NO HARASSMENT ("CONH")

FILING INSTRUCTIONS

Requirements: A certification of no harassment ("CONH") may be required to obtain a permit from the Department of Buildings for certain types of work based on either or both of the following:

- the type of building (an SRO multiple dwelling) pursuant to Administrative Code §28-107.2 and §27-2093; and/or
- the location of the property pursuant to New York City Zoning Resolution §96-110, §93-90, §98-70, and/or §23-013.

One application may be filed if the building is both an SRO multiple dwelling and located within one of the areas required to file for a Certification of No Harassment by the Zoning Resolution.

Regardless of why a CONH is required, (i) the application process is governed by rules set forth in Chapter 10 of Title 28 of the Rules of the City of New York, and (ii) you must use this form to apply for the CONH.

Property: You should only seek a CONH if the property for which you seek a CONH is:

1. A Single Room Occupancy ("SRO") multiple dwelling)

For the purposes of this application, "SRO multiple dwelling" has the meaning specified in Administrative Code §28-107.2. A single room occupancy multiple dwelling means:

- A "class A multiple dwelling" used in whole or part as a "rooming house" or "furnished room house," or for "single room occupancy" pursuant to section 248 of the New York state multiple dwelling law;
- A "class A multiple dwelling" containing "rooming units"; or
- A "class B multiple dwelling."

And/Or

2. A multiple dwelling or interim multiple dwelling located in one of the following geographic areas (as specified in the New York City Zoning Resolution):
    - The Special Clinton District - § 96-110; or
    - The Special Hudson Yards District – § 93-90; or
    - The Special Garment Center District – § 93-90; or
    - The Greenpoint-Williamsburg anti-harassment area – § 23-013; or
    - The Special West Chelsea District – § 98-70 and § 93-90.

If the property fits one of the SRO exceptions as outlined in Administrative Code §28-107.2 and is not located in any of the geographic areas specified above, you may file an "Application for an Exemption from the Certification of No Harassment Requirement." This application can be found at nyc.gov/hpd.

If the property does not fall into any of these categories, a CONH is not required.

Work: Regardless of the type or location of the property, a CONH is not required for all types of work. You should refer directly to the Administrative Code and/or the New York City Zoning Resolution to determine whether a CONH is required. You may also consult with the Department of Buildings.

Completing the Application: ***All sections must be fully completed.*** You must enter the BIN in question 1. The BIN can be found by searching the address through the Department of Building's Building Information system at nyc.gov/buildings. This version of the application must be used effective August 1, 2018.

Printed on paper containing 30% post-consumer material.

Who May Apply: The applicant must be an individual natural person and must be either (i) a title holder, a contract vendee in possession, or a net lessee under a lease with at least 10 years remaining in its term ("owner"), or (ii) a principal or officer of an owner who is authorized to sign on behalf of and bind such owner. If the applicant does not have legal authority to authorize the Department of Housing Preservation and Development ("HPD") to enter all common areas of the property (for example, if the applicant is a contract vendee or is an owner who has leased the property to someone else), then the application must also be signed by an individual natural person who has such authority. If the applicant is a contract vendee, then the application must also be signed by an individual natural person who is authorized to sign on behalf of the title holder.

Opinion of Counsel: If title to the property is held by an entity rather than by a natural person, submit a letter from an attorney stating that:

- Based on the examination of the Company's organizational documents such as (specify which documents were consulted), you represent that the entity (name of entity) is in good standing with the Department of State, New York State.
- The applicant's relationship (official title) to the Entity.
- The applicant (name of applicant) is authorized to make all representation before DHPD on behalf of the Entity and is authorized to file the Application for Certificate of No Harassment on behalf of the Entity.
- The applicant (name) is authorized to bind the Entity (name) with regard to the filing of the Application for CONH.

Number of Copies: Submit one original and one copy of this application and all supporting documents.

Fee: Enclose a certified or bank check or a money order payable to "NYC Commissioner of Finance" for the following amount: $160 **per dwelling unit** in the building. (The total dwelling unit count used to calculate the total fee for the building should match the certificate of occupancy, original certified letter from the Department of Buildings submitted with the application or HPD's record of the building configuration.

Inquiry Period: As used below, "inquiry period" means:

- Three years before the date of the application if the property contains an SRO multiple dwelling, unless it is located in one of the five geographic areas described below (in which case the "inquiry period" as used in this application is the date specified for that geographic area);
- September 5, 1973 if the property is located in the Special Clinton District;
- June 21, 2004 if the property is located in the Special Hudson Yards District;
- June 21, 2004 if the property is located in Preservation Area P-2 of the Special Garment Center District;
- October 4, 2004 if the property is located in the Greenpoint-Williamsburg anti-harassment area; or
- December 20, 2004 if the property is located in the Special West Chelsea District.

You must indicate if a building is BOTH an SRO AND located in one of the Special Zoning Districts by checking each applicable box in question 1 of the application. You must use the earliest inquiry period start date as the date from which to provide applicable information.

Required Documents: Please submit the following documents with your application. Please note that if any of the required documentation is missing, HPD may reject the application.

- In conjunction with questions 8 and 9:
  - Original certified copies of all recorded deeds from the Department of Finance for current and prior owners who owned the property since the inquiry period start date.
- In conjunction with question 8, if the current title to the property is held by an entity, provide documentation in support:
  - Articles of Organization, operating agreement or LLC resolution, as well as the NYS filing receipt for the entity and a Certificate of Good standing.
- Copy of your permit application to the Department of Buildings ("DOB") (if one was submitted).
- Original certified copy of the Certificate of Occupancy, if one exists.
  - If no Certificate of Occupancy exists, attach an original certified letter from the DOB stating that the building does not have one.
- Original documentation of mortgages and any net leases for the subject property during the inquiry period.

Printed on paper containing 30% post-consumer material.

- Supporting documentation of any criminal convictions and proceedings (see question 17).
- HPD, at its discretion, may require a copy of the architectural plans.
- Rent registrations filed with HCR within the inquiry period.

Submission Method: Submit the application and fee by mail (regular, certified, or registered), private courier, or hand delivery. **Hand deliveries are only accepted Monday through Friday from 9 a.m. to 11 a.m.**

Submission Location: Submit the application and fee to Anti-Harassment Unit, Department of Housing Preservation and Development, 100 Gold Street, Room 6Z New York, NY 10038, Attention: Rhonda Waldon.

Inquiries: Direct all inquiries regarding this application to: **(212) 863-8266**.

Additional Pages: If the answer to any question in this application requires additional space, please add pages to the application as necessary. For each such page, (i) clearly indicate the number of the question to which it pertains at the top of the page, and (ii) insert the page into the application immediately following that question.

Obligation to Update: If any information stated in the application changes at any time before HPD makes a final determination regarding whether harassment occurred, the applicant must promptly update the application with such new information and submit it to HPD. If the new information includes a change of ownership or any other facts that make the original applicant ineligible to submit the application, HPD may require that the amended application be executed by an eligible individual.

Withdrawal: An application may not be withdrawn after HPD issues either (i) an initial determination that there is reasonable cause to believe that harassment occurred, or (ii) a final determination that harassment occurred.

Printed on paper containing 30% post-consumer material.

Application for a Certification of No Harassment

Rev. Dec 2018

Obligation to Update: If any information stated in the application changes at any time before HPD makes a final determination regarding whether harassment occurred, the applicant must promptly update the application with such new information and submit it to HPD. If the new information includes a change in ownership or other facts that renders the original applicant ineligible to submit the Application, a new Application, including a new signature page executed by an eligible individual, and all supporting documentation must be submitted to HPD- in such an event, no new processing fee will be collected.

1. **Property:** Identify the property that is the subject of this application ("property").

Borough: ☐ Manhattan ☐ Brooklyn ☐ Bronx ☐ Queens ☐ Staten Island

Block: _____ Lot: _____ HPD Registration ID: _____ BIN: _____

Street Address: _____

Check every box that applies (check both SRO and a Special Zoning District if applicable):
- ☐ The property contains a Single Room Occupancy multiple dwelling.
- ☐ The property is located in the Special Clinton District.
- ☐ The property is located in the Special Hudson Yards District.
- ☐ The property is located in Preservation Area P-2 of the Special Garment Center District.
- ☐ The property is located in the Greenpoint-Williamsburg anti-harassment area.
- ☐ The property is located in the Special West Chelsea District.

2. **Building Configuration:** Attach either an original certified copy of the certificate of occupancy or original certified letter from the Department of Buildings stating that the building does not have a certificate of occupancy. Describe the legal and actual configuration of the building below.

Type of Unit	Legal Configuration - Number of Units	Actual Configuration - Number of Units
Apartment Dwelling Units		
SRO Dwelling Units		
Total Dwelling Units		
Commercial Units		

What is the basis of the legal configuration described above?
- ☐ Certificate of Occupancy (must attach if this is the basis of the legal configuration)
- ☐ Original certified letter from the Department of Buildings

3. **Building Occupancy:** Is the building currently vacant?
- ☐ Yes (How long has the building been vacant?) _____.
- ☐ No (Describe the current occupancy below).

Type of Unit	Occupied	Vacant	Total
Apartment Dwelling Units			
SRO Dwelling Units			
Total Dwelling Units			
Commercial Units			

Printed on paper containing 30% post-consumer material.

6. **Reason For Application:** Briefly describe the reason for this application (e.g., the alteration or demolition work to be performed at the property).

A. Have any applications for permits been filed with the Department of Buildings for work at the property which would require a certification of no harassment?

☐ No (Even if no such applications for permits have been filed with the Department of Buildings, HPD may request copies of architectural plans).

☐ Yes (Attach a copy of each such application, stamped by the Department of Buildings, and all attachments thereto).

B. Is any construction work currently in progress?

☐ No.

☐ Yes (Provide details below).

4. **Applicant(s):** Identify the applicant(s). An applicant must be a natural person, not an entity. If the building is owned by more than one deed owner, all the owners need to be named as applicants or a notarized letter signed by each additional deed owner has to be submitted authorizing the applicant to file the application for certificate of no harassment on behalf of that owner. If the application is filed by a Net Lessee, the deed owner has to provide a notarized letter signed by the deed owner authorizing the Net Lessee to file the application for certificate of no harassment on behalf of that owner. In case of a multiple dwelling owned by an entity, the letter has to describe the corporate relationship of the person signing the letter on behalf of the entity.

Name (1) _____ Name (2) _____

Social Security Number: ____/____/_____ Social Security Number: ____/____/_____

Date of Birth: _____/____/_____ Date of Birth: _____/____/_____

Mailing Address: _____

Business Telephone Number: _____ Mobile Telephone Number: _____

Email Address: _____ Fax Number: _____

Relationship to the property (attach documentation): _____

Deed Owner: _____

Deed Owner Address: _____

5. **Access Authorizer:** Does the applicant identified in response to Question 4 have legal authority to authorize the Department of Housing Preservation and Development ("HPD") to enter all common areas of the property?

☐ Yes.

☐ No (Identify the person who will sign this application to authorize such access below).

The Access Authorizer listed shall be an individual natural person who either has legal possession of all common areas of the building, or is authorized to sign on behalf of and bind the persons or entities who have legal possession of all common areas of the building.

Name: _____

Social Security Number: _____/____/_____ Date of Birth: ____/____/_____

Mailing Address: _____

Business Telephone Number: _____ Mobile Telephone Number: _____

Email Address: _____ Fax Number: _____

Relationship to the property: _____

7. **Prior Applications For The Property:** Has anyone ever submitted an application for a certification of no harassment (or an exemption or waiver from the requirement for a certification of no harassment) to HPD with respect to the property?

☐ No.

☐ Yes (Indicate the date of the application, whether HPD granted or denied the certification of no harassment, and any other relevant details).

Date of the Application	Applicant	Granted, Denied, Withdrawn	Other Relevant Detail

8. **Current Ownership**

A. Current Owners: List each current holder of title to the property including individual owners, joint owners and corporate entity:

Name	Date of Birth	SSN or EIN	Address

B. Current Principals and Officers: If title to the property is held by an entity rather than by a person, list (i) every director, general partner, managing partner, or managing member of such entity, (ii) every officer of such entity, (iii) every other person authorized to sign for and bind such entity, and (iv) every person or entity holding a 10% or more economic interest in such entity. Provide an opinion of counsel letter which authorizes the individual to file the application. An opinion of counsel letter is a letter by an attorney stating that the person signing the application for the corporation, partnership or limited liability corporation, is entitled to file and act on behalf of the entity and to make all of the representations and commitments therein. **You must also provide the supporting documentation as listed in the Instructions to support the below.**

Name	Date of Birth	SSN	Relationship to Owner	Address and Telephone Number

C. **Current Management:** List each person who served as a managing agent, a superintendent, collected rents, supervised or ordered repairs, or exercised any other discretion in the management of the property under the current ownership.

Name and Address	Employer and Role	Period of Service

9. **Prior Ownership**

A. **Prior Owners:** Have you been the owner for the entire inquiry period?

☐ Yes

☐ No (Complete the appropriate sections below).

List each prior holder of title to the property including individual owners, joint owners and corporate owners:

Name	Period of Ownership	Tax ID (if corporate entity)

B. Principals and Officers Of Prior Owners: If title to the property was previously held by an entity rather than a person at any time since the referral date, list (i) every director, general partner, managing partner, or managing member of such entity, (ii) every officer of such entity, (iii) every other person authorized to sign for and bind such entity, and (iv) every person or entity holding a 10% or more economic interest in such entity.

Name	Period of Ownership	Relationship to Owner	Address	Telephone Number

C. **Management – Prior Ownership:** List each person who served as a managing agent, a superintendent, collected rents, supervised or ordered repairs, or exercised any other discretion in the management of the property from the referral date under a prior owner.

Name and Address	Employer and Role	Period of Service

10. **Criminal Convictions And Proceedings:** Have any of the persons or entities listed above in items 4-9 ever been convicted of a crime, or is any such person or entity currently a defendant in a pending criminal proceeding?

☐ No.

☐ Yes (Provide details below).

Name	Court	Docket Number	Case Name	Disposition

11. **Prior Applications By Or On Behalf Of The Owner Or Applicant:** Has the owner, the applicant, or any other representative acting on behalf of the owner ever previously applied for a certification of no harassment for any property other than the subject property?

☐ No.

☐ Yes (Indicate each property for which the applicant sought a certification of no harassment and the disposition of each such application).

Borough	Block	Lot	Address	Registration ID

12. **Occupants**: List all current residential and commercial occupants of the property.

Name	Unit/ Floor No.	Initial Occupancy Date	Phone Number	Monthly Rent	Rent Stabilized (Y/N)	Current Lease (Y/N)

12. **Occupants Continued**

Name	Unit/ Floor No.	Initial Occupancy Date	Phone Number	Monthly Rent	Rent Stabilized (Y/N)	Current Lease (Y/N)

If needed, please add additional pages.
Additional pages added? _____ YES _____ NO

13. **Former Occupants:** List each former occupant who vacated a dwelling unit or rooming unit at the property after the referral date, whether through eviction, relocation, surrender of occupancy rights, or any other means. If such occupant was relocated, please provide a copy of any agreement with respect to the surrender of occupancy rights, if one exists, and any other relevant details.

Name Of Occupant	Unit	Initial Occupancy Date	Move Out Date	Reason For Moving Out	Current Address And Phone Number	Last Monthly Rent

If needed, please add additional pages.
Additional pages added? _____ YES _____ NO

14. **Relocation:** Will any occupants be relocated or displaced as a result of the alteration or demolition work to be performed at the property?

☐ No.

☐ Yes (Provide details below).

Name	Unit	Monthly Rent	Reason For Relocation or Displacement	Phone Number	Relocated to What Location

If needed, please add additional pages.
Additional pages added? _____ YES _____ NO

15. Has the building been registered annually with New York State Homes and Community Renewal (HCR) during the inquiry period?

☐ No.

☐ Yes (Provide all rent registrations for each unit filed within the inquiry period).

16. **HCR Proceedings:** During the inquiry period, have there been any harassment proceedings, decrease in service proceedings, or other proceedings with regard to the property before the New York State Homes and Community Renewal (HCR)?

☐ No.

☐ Yes (Provide details below and attach a copy of each complaint and final disposition, if any).

Party Names	Dates	Docket Number	Nature of Proceeding	Attorneys for Parties	Disposition or Current Status

17. **Other Administrative Proceedings:** During the inquiry period, have there been any administrative proceedings with regard to the property before any governmental or quasi-governmental authority other than the New York State Homes and Community Renewal?

☐ No.

☐ Yes (Provide details below and attach a copy of each complaint and final disposition, if any).

Party Names	Dates	Docket Number	Nature of Proceeding	Attorneys for Parties	Disposition or Current Status

18. **Litigation:** During the inquiry period, has there been any litigation with respect to the property?

☐ No.

☐ Yes (Provide details below and attach a copy of each petition and final disposition documents, if any).

Title and Type of Action	Index No. and Court	Plaintiff/ Petitioner's Attorney	Defendant/ Respondent's Attorney	Disposition or Current Status

19. **Coercion:** During the inquiry period, has any title holder or lessee, its agents, employees or other persons acting on its behalf used force, or threatened the use of force, against the person or property of any occupant of a dwelling unit at the property?

☐ No.

☐ Yes (Provide details).

20. **Services:** During the inquiry period, has any title holder or lessee, its agents, employees or other persons acting on its behalf interrupted or discontinued any services at the property, including, but not limited to, heat, hot water, cold water, electricity, gas, and elevator service?

☐ No.

☐ Yes (Provide details).

21. **Vacate Orders**: Has any governmental agency issued any vacate orders (full or partial) with respect to all or part of the property during the inquiry period or active if issued prior to the inquiry period?

☐ No.

☐ Yes (Provide details below and attach certified copies of each vacate order).

Vacate Order Number:_____

Issuing Agency:

☐ HPD

☐ Department of Buildings

☐ Fire Department

☐ Department of Health and Mental Hygiene

☐ Other (Identify): _____

Date Issued: _____

Date Lifted: _____

Basis of Order: _____

Number of Occupants Displaced: _____

Number of Occupants Returned (who were displaced): _____

Describe any other relevant information:

_____

_____

_____

_____

_____

Vacate Order Number:_____

Issuing Agency:

☐ HPD

☐ Department of Buildings

☐ Fire Department

☐ Department of Health and Mental Hygiene

☐ Other (Identify): _____

Date Issued: _____

Date Lifted: _____

Basis of Order: _____

Number of Occupants Displaced: _____

Number of Occupants Returned (who were displaced): _____

Describe any other relevant information:

_____

_____

_____

_____

_____

22. **Locks:** During the inquiry period, has any title holder or lessee, its agents, employees or other persons acting on its behalf removed the possessions of an occupant from the dwelling unit, removed the door at the entrance to an occupied dwelling unit, removed, plugged, or otherwise rendered the lock on an entrance door inoperable, or changed the lock on an entrance door without supplying the occupant with a key?

☐ No.

☐ Yes (Provide details).

23. **Other:** Provide any other information relevant to this application.

Application for a Certification of No Harassment

Rev. Dec 2018

Applicant Consent: The owner of the property hereby consents to permit HPD unfettered access to the property that is the subject of this application at all times and without prior notice. The purpose of such access is for the investigation of all facts relevant to this application from the date hereof until the date upon which HPD makes a final determination with respect to the grant or denial of the certification pursuant to the application of a Certification of No Harassment.

It is understood that the failure to provide such access when requested will prevent the processing of this application and, in the discretion of HPD, may result in the denial of the issuance of a Certification.

Further, it is understood that the application may be denied if it contains any false or misleading statements, or material omissions.

Further, it is understood that the applicant and/or undersigned must first obtain a Certification of No Harassment from HPD and all necessary permits from the DOB prior to commencing the work at the subject premises, which is the subject of this application.

I, the applicant, have read the within application and attest that its entire contents are true and complete.

Applicant's Signature (1)	Applicant's Signature (2)
Print Name Above	Print Name Above
Relationship to the Property	Relationship to the Property
Corporate Entity Designee Signature	Access Authorizer Signature
Print Name Above	Print Name Above
Relationship to the Owner (title)	Relationship to the Owner (title)

Sworn to this _____ day of _____, 20___.

_____

Notary

Exhibit G

Arbitration Procedures

(a) In such cases where this Agreement provides for the settlement of a dispute or question (each, a "Dispute") by arbitration, such Dispute shall be resolved by final and binding arbitration. The arbitration shall be in accordance with the then prevailing Expedited Procedures of the Arbitration Rules for the Real Estate Industry of the American Arbitration Association ("AAA") or the successor of said procedures, except that the procedures shall be modified as follows:

(i) There shall be three arbitrators.

(ii) The party commencing arbitration (the "First Party") shall specify the name and address of the person to act as the arbitrator on the First Party's behalf.

(iii) Within five (5) Business Days after the service of the demand for arbitration, the party receiving service of demand for arbitration from the First Party (the "Second Party") shall give notice to the First Party specifying the name and address of the person designated by the Second Party to act as arbitrator on its behalf, which arbitrator shall be similarly qualified.

(iv) No arbitrator under this Exhibit B shall be an employee of or counsel to MSP or CSC (or of an Affiliate of MSP or CSC), and each arbitrator under this Exhibit B shall have at least twenty (20) years of experience in the County of New York, City and State of New York in commercial real estate.

(b) Within five (5) Business Days after the appointment of the arbitrator of the Second Party, the two party-appointed arbitrators so chosen shall appoint a third arbitrator, who shall be a competent and impartial person with qualifications satisfying those required of the first two arbitrators pursuant to Section (a) of this Exhibit B. If they are unable to agree upon such appointment within five (5) Business Days after expiration of such five (5) Business Day period, the third arbitrator shall be selected by the parties themselves within five (5) Business Days after expiration of the foregoing five (5) Business Day period.

(c) If any arbitrator appointment is not made timely under this Exhibit B, then either party may request the appointment be made within five (5) Business Days by the AAA or its successor. Each party shall pay the fees and expenses of its respective arbitrator and both shall share equally the fees and expenses of the third arbitrator. Attorneys' fees and expenses of counsel and of witnesses for the respective parties shall be paid by the respective party engaging such counsel or calling such witnesses.

(d) In the event of a failure, refusal or inability of any arbitrator to act, his or her successor shall be appointed, within five (5) Business Days, by MSP or CSC in the case of the party-appointed arbitrators, and jointly by the parties in the case of the third arbitrator. If an appointment is not made timely pursuant to this Section (d) of this Exhibit B, the arbitrator shall be appointed, at the request of any party, within five (5) Business Days, by the AAA or its successor.

(e) Any award issued by the arbitrators shall be final and binding on the parties. Judgment on the award rendered by the arbitrators may be enforced and entered in any court having jurisdiction.

(f) By agreeing to arbitration, the parties do not intend to deprive any court of its jurisdiction under Section (g) of this Exhibit B to issue a pre-arbitral injunction, pre-arbitral attachment or other order in aid of the arbitration proceedings. In the exercise of their authority to resolve the merits of any Dispute, the arbitral tribunal shall have full authority to grant provisional remedies or to order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a court, and to award damages for the failure of any party to respect the arbitral tribunal's orders.

(g) The parties irrevocably consent and agree that (i) any action brought to compel arbitration or in aid of arbitration in accordance with the terms of this Agreement, (ii) any action confirming and entering judgment upon any arbitration award, and (iii) any action for temporary injunctive relief to maintain the status quo or prevent irreparable harm, may be brought in the courts of the State of New York in New York County or the United States District Court for the Southern District of New York and for that purpose each of the parties hereby expressly and irrevocably submits itself to the jurisdiction of such courts. Each party irrevocably waives any objection to venue or jurisdiction on its person or assets, including any objection to the laying of venue or based on the grounds of *forum non conveniens* or any right of objection to jurisdiction on account of its place of incorporation or domicile.

Exhibit H

Form of Enhanced Severance Escrow Agreement

(Attached hereto)

ENHANCED SEVERANCE ESCROW AGREEMENT

This ENHANCED SEVERANCE ESCROW AGREEMENT (this "Agreement"), is dated the _____ day of May, 2022 (the "Effective Date"), and is by and among, HUDSON 1701/1706, LLC, a Delaware limited liability company, having an address at c/o CSC Co-Living 6 St. Johns Lane, New York, New York 10013 ("Tenant 1701/1706"), HUDSON 1702, LLC, a Delaware limited liability company, having an address at c/o CSC Co-Living 6 St. Johns Lane, New York, New York 10013 ("Tenant 1702"; and together with Tenant 1701/1706, collectively and jointly and severally, "Tenant"), 356W58 GROUND LESSOR LLC, a Delaware limited liability company, having an address at c/o MSP Capital Investments, L.L.C., Woodlawn Hall at Old Parkland, 3953 Maple Ave., Suite 350, Dallas, Texas 75219 ("Landlord"), PARKVIEW FINANCIAL REIT, LP, a Delaware limited partnership, having an address at c/o 11601 Wilshire Boulevard, Suite 2100, Los Angeles, California 90025 ("Lender") and FIRST AMERICAN TITLE INSURANCE COMPANY, having an office at 666 Third Avenue, New York, New York 10017 ("Escrow Agent").

W I T N E S S E T H:

WHEREAS, simultaneously with the Effective Date, (i) Landlord and Tenant are entering into that certain Ground Lease (as the same may be amended, restated, and/or supplemented from time to time, the "Ground Lease"), with respect to the EBC Unit and the Modified Hotel Unit of that certain 353 West 57th Street Condominium (the "Condominium"), established pursuant to that certain Amended and Restated Declaration pursuant to Article 9-B of the Real Leased Premises Law of the State of New York, dated February 12, 1999, and recorded on July 16, 1999, in Reel 2913 Page 1753, as amended by that certain Amendment to Amended and Restated Declaration, dated September 30, 1999, and recorded on October 27, 1999, in Reel 2979 Page 2159 (, as the same may be amended, restated, and/or supplemented by from time to time, the "Condominium Declaration"), located at 353-361 West 57th Street, New York, New York (collectively, the "Ground Leased Premises"), (ii) Landlord, as sublandlord, and Tenant 1701/1706, as subtenant, are entering into that certain Sublease (as the same may be amended, restated, and/or supplemented from time to time, the "Sublease"; and together with the Ground Lease, collectively, the "Lease") with respect to the 10th Floor Unit of the Condominium (the "Subleased Premises"; and together with the Ground Leased Premises, collectively, the "Leased Premises"), and (iii) Tenant is obtaining a leasehold construction loan in the aggregate original principal amount of up to $207,000,000 (the "Loan") from Lender, which Loan is secured by one or more leasehold mortgages on Tenant's leasehold and subleasehold interest in the Leased Premises, as further set forth in the documents, instruments and agreements governing the Loan (collectively, the "Loan Documents"); and

WHEREAS, pursuant to the Lease, Tenant is responsible for performing all obligations under the that certain Memorandum of Agreement, dated March 8, 2022, by and among CSC Hudson, LLC ("CSC Hudson"), as purchaser or employer, and EC 58th Street LLC, a Delaware limited liability company, as seller party, and the New York Hotel and Motel Trades Council, AFL-CIO (the "Hotel Union"), as assumed by Tenant and Landlord pursuant to that certain Assumption Agreement, made as of the Effective Date, by and among Landlord, Tenant, CSC Hudson, 353W57 1704, LLC, a Delaware limited liability company, and the Hotel Union (as may be further amended, restated, supplemented or otherwise modified from time to time, the "Union MOA"), including, without limitation, the payment of certain enhanced severance (collectively, the "Enhanced Severance") to the employees of the Hudson Hotel described on Attachment A of the Union MOA (the "Hotel Employees"), previously operated at the Leased Premises;

WHEREAS, as set forth in the Union MOA, as a condition to any Hotel Employee receiving Enhanced Severance, such Hotel Employee must execute a general release to the Tenant in the form approved by the Hotel Union (each, a "Release");

WHEREAS, (i) Jackson Lewis, P.C. ("Labor Counsel") has been engaged by Tenant to coordinate with the Hotel Union with respect to collecting the Releases from each Hotel Employee and otherwise advise with regards to administering Tenant's obligations under the Union MOA and (ii) following the Effective Date, Tenant shall appoint a payroll provider (the "Payroll Provider") in accordance with Paragraph 7 of this Agreement to administer payment to each Hotel Employee of their applicable Enhanced Severance less usual statutory deductions due in respect of such Enhanced Severance (any such deductions, a "Tax Withholding");

WHEREAS, in furtherance of Tenant's obligations to pay the Enhanced Severance to Hotel Employees pursuant to the Union MOA, Lender is hereby advancing $34,228,632.15 (the "Escrow Funds") of the Loan to Tenant, which amount shall be deposited with Escrow Agent on the Effective Date and held and disbursed by Escrow Agent in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord, Tenant, Lender and Escrow Agent agree as follows:

1. Recitals Incorporated; Defined Terms. The recitals set forth hereinabove in this Agreement are hereby incorporated into this Agreement as if fully set forth herein. Capitalized terms used herein, and not otherwise defined herein, shall have the meanings ascribed to such terms in the Union MOA, a true, correct and complete copy of which is attached hereto as Exhibit A.

2. Escrow Amount. Tenant agrees that, on the Effective Date, the Escrow Funds, in the amount of $34,228,632.15, shall be deposited by Escrow Agent into an interest bearing account with Escrow Agent (the "Enhanced Severance Escrow") out of the proceeds of the Loan, which funds shall be held in accordance with this Agreement. Any interest earned on the Enhanced Severance Escrow shall be earned and distributable to Tenant. Tenant shall deliver a W9 to Escrow Agent simultaneously with the execution of this Agreement.

3. Appointment of Escrow Agent. Landlord, Tenant and Lender hereby appoint Escrow Agent as escrow agent pursuant to the terms of this Agreement and Escrow Agent hereby accepts said appointment pursuant to the express terms, conditions, and provisions of this Agreement and agrees to act in accordance with such terms, conditions and provisions of this Agreement with respect to the Enhanced Severance Escrow. Escrow Agent's fee for administering the Enhanced Severance Escrow is $500, to be paid by Tenant upon execution of this Agreement.

4. Term.

(a) The obligations of Escrow Agent under this Agreement shall terminate on the earliest to occur of: (a) complete disbursement of the Enhanced Severance Escrow pursuant to Paragraph 5 hereof, or (b) December 31, 2023 (the "Termination Date"), in which case all funds remaining in the Enhanced Severance Escrow shall be distributed to Tenant or Landlord in accordance with Section 4(b).

(b) If, as of the Termination Date, any Escrow Funds have not been disbursed in accordance with Paragraph 4 and, therefore, remain in Escrow Agent's possession, such remaining escrow Funds (the "Remaining Funds") shall be disbursed to Tenant in accordance with the instructions provided by Tenant at least two (2) business days prior to the Termination Date; provided, however, in

the event that Landlord has notified Escrow Agent in writing that an event of default has occurred under the Lease on or prior to the Termination Date, such Remaining Funds shall be disbursed to Landlord in accordance with the instructions provided by Landlord. In furtherance of the foregoing, Landlord and Tenant hereby agree as follows:

(i) Tenant shall hold the Remaining Funds in a segregated, interest bearing Eligible Account (as defined in the Ground Lease) held by an Eligible Institution (as defined in the Ground Lease), which Eligible Account shall be jointly controlled by Landlord and Tenant (except upon the occurrence of an event of default under the Lease, at which point, such Eligible Account shall be controlled solely by Landlord);

(ii) Tenant shall not withdraw any of the Remaining Funds except to satisfy any Enhanced Severance obligation in accordance with the Union MOA, which withdrawal shall be subject to the receipt of a Release, as further set forth in Paragraph 5 hereof (it being agreed that any withdrawal of Remaining Funds for any other purpose shall be an immediate Event of Default under the Ground Lease);

(iii) Such Eligible Account shall be transferrable to any assignee permitted pursuant to the Lease or any Successor Tenant (as defined in the Ground Lease) of the Lease and, as a condition to any such assignee or Successor Tenant succeeding to Tenant's interests under the Lease, Tenant shall transfer possession of such Eligible Account to the applicable assignee or Successor Tenant; and

(iv) Except in connection with any permitted assignment of the Lease to a Qualified Transferee (as defined in the Ground Lease) or Successor Tenant pursuant to its terms, Tenant shall not assign or encumber, or attempt to assign or encumber, the Remaining Funds or the Eligible Account in which such Remaining Funds are deposited, and neither Landlord nor its successors or assigns shall be bound by any such actual or attempted assignment or encumbrance.

(c) Upon the termination of this Agreement, in accordance with this Paragraph 4, Escrow Agent shall be relieved from all duties, obligations, liabilities and responsibilities hereunder other than those that accrued prior to such termination.

5. Disbursement of Enhanced Severance Escrow.

(a) The Enhanced Severance Escrow shall be disbursed as follows:

(i) Tenant shall coordinate with Labor Counsel and the Hotel Union to obtain a Release from each Hotel Employee and, as to the Enhanced Severance due to any Hotel Employee who has delivered a Release in accordance with the Union MOA, direct disbursement of such Enhanced Severance pursuant to a notice (the "Disbursement Notice") in the form attached hereto as Exhibit B. Pursuant to the Disbursement Notice, Tenant shall direct (i) Escrow Agent to disburse to Payroll Provider Escrow Funds in the aggregate amount of Enhanced Severance for all Hotel Employees for whom a Release has been obtained and (ii) Payroll Provider to disburse such Escrow Funds, upon receipt, in the amounts set forth on Schedule 1 (less any applicable Tax Withholding) to the applicable Hotel Employees. Each Disbursement Notice may include direction as to one or more Enhanced Severance payments to one or more Hotel Employees who have provided the applicable Release.

(ii) Within two (2) business days of receipt of a Disbursement Notice, Escrow Agent shall disburse the amount of Escrow Funds identified in the Disbursement Notice to Payroll Provider at the wiring instructions set forth in the Disbursement Notice.

(iii) Upon receipt of such Escrow Funds, Payroll Provider shall (i) calculate the applicable Tax Withholding on each such Enhanced Severance payment, (ii) disburse such Escrow Funds in the amounts and to the applicable Hotel Employees identified in the Disbursement Notice, which amounts and Hotel Employees are set forth on Schedule 1, in each case, less any Tax Withholding, and (iii) pay any Tax Withholding to the applicable governmental authorities to which such Tax Withholding is due.

(iv) Within one (1) business day of the disbursement of any portion of the Escrow Funds in accordance with this Section 5, Escrow Agent shall notify Landlord and Lender of such disbursement and the remaining Escrow Funds on deposit with Escrow Agent. Notwithstanding anything contained herein to the contrary such notice may be sent via email only.

(b) Tenant hereby acknowledges and agrees that delivery of a Disbursement Notice to Escrow Agent shall constitute a representation and warranty from Tenant to Landlord that (i) Tenant has received an executed Release from the applicable Hotel Employee identified in the Disbursement Notice in the form approved by the Hotel Union, and (ii) seven (7) calendar days have elapsed from the date such Release was executed by the Hotel Employee.

(c) In addition, notwithstanding any default or event of default by Tenant under the Lease or the Loan Documents, (i) Tenant is hereby directed by Landlord and Lender to continue to obtain such Releases and send Disbursement Notices as to any Enhanced Severance due from Tenant in accordance with the Union MOA and any applicable Release and (ii) Escrow Agent is hereby directed to comply with any Disbursement Notice delivered by Tenant in accordance with this Agreement and (iii) Escrow Agent is directed to ignore any objection to a Disbursement Notice.

(d) If requested by Landlord, Tenant shall deliver to Landlord a true, correct and complete copy of any Release obtained with respect to any Hotel Employee.

6. Terms of Escrow. The following terms and conditions shall also apply to the Enhanced Severance Escrow:

(a) The Enhanced Severance Escrow shall be invested by Escrow Agent in an FDIC-insured, interest-bearing bank account.

(b) It is agreed by and among Landlord, Tenant, Lender and Escrow Agent that:

(i) the duties of Escrow Agent are only as herein specifically provided and are purely ministerial in nature, and Escrow Agent shall incur no liability whatever except for willful misconduct (including, without limitation, willful disregard of the terms of this Agreement) or gross negligence, as long as Escrow Agent has acted in good faith;

(ii) in the performance of its duties hereunder, Escrow Agent shall be entitled to rely upon any document, instrument or signature believed by it to be genuine and signed by Landlord, Tenant, Lender or their respective successors;

(iii) Escrow Agent may assume that any person on behalf of Landlord, Tenant, or Lender purporting to give any notice of instructions in accordance with the provisions hereof has been duly authorized to do so;

(iv) Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement unless in writing and signed by it, the Landlord, Tenant and Lender;

(v) Tenant shall jointly and severally reimburse and indemnify Escrow Agent for, and hold it harmless against, any and all loss, liability, costs or expenses in connection herewith, including reasonable attorneys' fees and disbursements, incurred without willful misconduct (including, without limitation, willful disregard of the terms of this Agreement) or gross negligence on the part of Escrow Agent arising out of or in connection with its acceptance of, or the performance of its duties and obligations under, this Agreement, as well as the reasonable costs and expenses of defending against any claim or liability arising out of or relating to this Agreement; and

(vi) Tenant, Landlord and Lender each hereby release Escrow Agent from any act done or omitted to be done by Escrow Agent without gross negligence or willful misconduct (including, without limitation, willful disregard of the terms of this Agreement) in the performance of its duties hereunder.

(c) Escrow Agent is acting as a stake-holder only with respect to the Enhanced Severance Escrow. Upon making delivery of all of the Enhanced Severance Escrow in the manner provided in this Agreement, Escrow Agent shall have no further liability hereunder, except from any claims arising out of the gross negligence or willful misconduct (including, without limitation, willful disregard of the terms of this Agreement) by Escrow Agent in the performance of its duties hereunder.

(d) By execution of this Agreement, Escrow Agent hereby acknowledges and agrees that notwithstanding anything to the contrary contained in this Agreement, Escrow Agent shall not take any action whatsoever with respect to the Enhanced Severance Escrow unless (i) Escrow Agent is directed to take such action by Tenant pursuant to a Disbursement Notice, (ii) Escrow Agent is directed to disburse the Remaining Funds on the Termination Date in accordance with Paragraph 4 hereof, or (iii) Escrow Agent is directed to take such action by a court of competent jurisdiction by order that is not subject to appeal.

(e) In the event that Escrow Agent incurs any costs or expenses hereunder, including, without limitation, costs of Escrow Agent, then Escrow Agent shall be entitled to reimbursement for such costs from Tenant within thirty (30) days after receipt of demand from Escrow Agent (provided that Escrow Agent shall provide Tenant copies of bills, invoices, receipts or other documentation that evidences the reimbursement amount).

7. Payroll Provider.

(a) Within ten (10) business days following the Effective Date, Tenant shall select a Payroll Provider, which Payroll Provider shall be reasonably acceptable to Landlord pursuant to a payroll agreement or similar engagement letter in form and substance reasonably satisfactory to Landlord. Once approved by Landlord, Landlord shall deliver written notice of such approval to Escrow Agent and Tenant and Tenant shall, within ten (10) business days thereafter, cause such Payroll Provider to (i) execute and deliver a counterpart signature page to this Agreement, and (ii) deliver notice to each of the parties hereto identifying such Payroll Provider's notice address for all future notices and providing wiring instructions to be included as Schedule A to the form of Disbursement Notice. Tenant's failure to select an acceptable Payroll Provider and deliver such Payroll Provider's counterpart signature page to

this Agreement within thirty (30) days following receipt of written notice of such default by Landlord, may, at Landlord's option, constitute an event of default under the Lease.

(b) Landlord hereby acknowledges and agrees that Tenant (i) is currently in discussions with Newmark Knight Frank, which prior to the Effective Date, handled payroll for the Hotel Employees at the Leased Premises and (ii) if selected by Tenant as the Payroll Provider, Newmark Knight Frank shall be acceptable to Landlord, subject to Landlord's review and approval of the applicable payroll agreement or engagement letter (not to be unreasonably withheld, conditioned or delayed).

(c) In no event shall Tenant deliver a Disbursement Notice (or Escrow Agent be obligated to disburse in accordance with any such Disbursement Notice) prior to the appointment of a Payroll Provider and such Payroll Provider's delivery of a counterpart signature page to this Agreement in accordance with Paragraph 7(a) hereof.

8. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made (i) upon the date of personal delivery (if notice is delivered by personal delivery), (ii) on the date of delivery (if notice is delivered by email transmission), provided that (A) any such email transmittal occurs prior to 4:00 P.M. (New York time) and (B) a copy of such email notice must also be sent concurrently to the recipient via either delivery method set forth in clause (i) or clause (iii) in order for such email notice to be deemed delivered, (iii) on the day one (1) business day after deposit with a nationally recognized overnight courier service (if notice is delivered by nationally recognized overnight courier service), or (iv) on the third (3rd) business day following mailing from within the United States by first class United States mail, postage prepaid, certified mail return receipt requested (if notice is given in such manner), and in any case addressed to the parties at the addresses set forth below:

If to Landlord:

356W58 GROUND LESSOR LLC
c/o MSP Capital Investments, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Ave., Suite 350
Dallas, Texas 75219
Attn: Luke Pak
Telephone: 214-545-5576
E-mail: pak@mspcm.com

With a copy to:

356W58 GROUND LESSOR LLC
c/o MSP Capital Investments, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Ave., Suite 350
Dallas, Texas 75219
Attn: Max Lamont
Telephone: 214-545-5577
E-mail: lamont@mspcm.com

And with a copy to:

Duval & Stachenfeld LLP

555 Madison Avenue, 6th Floor
New York, NY 10022
Attention: Danielle Ash, Esq. & File Manager
File No. 4308.0014
Email: Dash@dsllp.com

If to Tenant:

HUDSON 1701/1706, LLC and
HUDSON 1702, LLC
c/o CSC Co-Living
6 St. Johns Lane
New York, New York 10013
Attention: Saloman Smeke Saba and Alberto Smeke Saba
Email: ss@csc-coliving.com ;
as@csc-coliving.com

With a copy to:

Cole Schotz P.C.
1325 Avenue of the Americas, 19th Floor
New York, New York 10019
Attn: Jordan J. Metzger, Esq.
E-mail: jmetzger@coleschotz.com

If to Lender:

Parkview Financial REIT, LP
11601 Wilshire Boulevard, Suite 2100
Los Angeles, California 90025
Attention: Paul S. Rahimian

If to Escrow Agent:

First American Title Insurance Company
666 Third Avenue
New York, NY 10017
Attention: Matt Clay
Email: mclay@firstam.com
Tel: 917-710-2174
Reference Number: 1118978

With a copy to:

First American Title Insurance Company
666 Third Avenue
New York, NY 10017
Attention: Andrew Jaeger
Email: ajaeger@firstam.com
Tel: 212-551-9433

Reference Number: 1118978

9. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, and shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors in interests and assigns. The parties hereto hereby waive trial by jury in connection with any matter arising out of or relating to this Agreement. The provisions of this Paragraph 9 shall survive the termination of this Agreement.

10. This Agreement may be executed by the parties hereto in more than one counterpart, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together but one and the same document. Signatures to this Agreement which are delivered via emailed pdf file or via facsimile transmission shall be treated as original signatures.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name:
Title:

LANDLORD:

[INSERT SIGNATURE PAGE]

TENANT:

[INSERT SIGNATURE PAGE]

LENDER:

[INSERT SIGNATURE PAGE]

Acknowledged and agreed to
solely with respect to Section 5
of this Agreement on this
_____ day of ____, 2022:

PAYROLL PROVIDER:

[_____]

By: _____
Name:
Title:

EXHIBIT A

Copy of Union MOA

(See Attached)

EXHIBIT B

Form of Disbursement Notice

[TENANT LETTERHEAD]

VIA E-MAIL:

First American Title Insurance Company ("Escrow Agent")
666 Third Avenue
New York, NY 10017
Attention: Matt Clay
Email: mclay@firstam.com; ajaeger@firstam.com
Tel: 917-710-2174
Reference Number: 1118978

[PAYROLL PROVIDER]
[_____]
[_____]
Attention: [_____]
Email: [_____]

Re: Enhanced Severance Escrow Agreement (the "Agreement"), dated May ___, 2022, by and among HUDSON 1701/1706, LLC, a Delaware limited liability company ("Tenant 1701/1706"), HUDSON 1702, LLC, a Delaware limited liability company ("Tenant 1702"; and together with Tenant 1701/1706, collectively and jointly and severally, "Tenant"), 356W58 GROUND LESSOR LLC, a Delaware limited liability company ("Landlord"), PARKVIEW FINANCIAL REIT, LP, a Delaware limited partnership ("Lender") and First American Title Insurance Company ("Escrow Agent")

To Whom it May Concern:

Reference is hereby made to the Agreement. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Agreement. Pursuant to Section 5(a) of the Agreement, this letter shall constitute a Disbursement Notice with the following instruction:

1. Escrow Agent is hereby directed to disburse $[_____] of the Escrow Funds to Payroll Provider at the wiring instructions set forth on Schedule A attached hereto.

2. Upon receipt of such Escrow Funds, Payroll Provider is hereby directed to disburse to each Hotel Employee the amount of Enhanced Severance set forth opposite such Hotel Employee's name set forth on Schedule B attached hereto, less the applicable Tax Withholding calculated with respect to such Hotel Employee's Enhanced Severance.

Please reach out should you have any questions or concerns.

Sincerely,

TENANT

HUDSON 1702, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

HUDSON 1701/1706, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

Cc: Danielle Ash (Dash@dsllp.com)
Jordan Metzger (JMetzger@coleschotz.com)
Jeff Fritz (jlevin@FarrellFritz.com)

Schedule A to Disbursement Notice

[Payroll Provider Wiring Instructions]

Schedule B to Disbursement Notice

[Schedule of Hotel Employees and Enhanced Severance Amount]

Schedule 1

Enhanced Severance Schedule

(See Attached)

EXHIBIT C

FOURTH AMENDMENT TO GROUND LEASE

THIS FOURTH AMENDMENT TO GROUND LEASE (this "Fourth Amendment") is effective as of the 29th day of March, 2024 (the "Fourth Amendment Effective Date"), by and among **356W58 GROUND LESSOR LLC**, a Delaware limited liability company (together with its successors and assigns, "Landlord"), **HUDSON 1701/1706, LLC** ("Tenant 1"), and **HUDSON 1702, LLC** ("Tenant 2"; and together with Tenant 1, individually and collectively, as the context may require, joint and severally, and together with their respective successors or assigns permitted by the Lease, "Tenant"), each a Delaware limited liability company, as acknowledged and agreed to by **PARKVIEW FINANCIAL REIT, LP**, a Delaware limited partnership ("Construction Lender").

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Ground Lease, dated as of May 4, 2022 (the "Original Lease Agreement"), as amended by that certain First Amendment to Ground Lease, dated as of January 3, 2023 (the "First Amendment"), as amended by that certain Second Amendment to Ground Lease, dated as of May 1, 2023 (the "Second Amendment"), as amended by that certain Third Amendment to Ground Lease, dated as of December 1, 2023 (the "Third Amendment"; and together with the Original Lease Agreement, the First Amendment, and the Second Amendment, collectively, the "Original Lease"; as the same is amended by this Fourth Amendment and as may be further amended, restated, assigned and/or modified from time to time, the "Lease"), pursuant to which Landlord ground leased to Tenant the Leased Premises described therein;

WHEREAS, Tenant delivered a Fallback Business Plan Notice on January 11, 2024 (the "Hotel Fallback Business Plan"), requesting that Landlord approve (i) Tenant's execution of the Stipulation (as defined in the Response Letter) and pursuit of the Cure Election (as defined in the Response Letter) and (ii) the Hotel Fallback Business Plan and proposed Fallback Project for the Leased Premises set forth therein (collectively, the "Tenant Proposals");

WHEREAS, reference is hereby made to that certain letter re: Fallback Business Plan dated January 26, 2024 (the "Response Letter"), delivered by Landlord to Tenant and Construction Lender; and

WHEREAS, pursuant to the Response Letter, as a condition to Landlord's approval of the Tenant Proposals, Tenant is required to execute and deliver this Fourth Amendment, reflecting certain required conditions outlined herein.

NOW, THEREFORE, in consideration of these presents, and for other good and valuable consideration, the mutual delivery of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Recitals Incorporated; Defined Terms. The foregoing recitals are hereby incorporated into this Fourth Amendment as if fully set forth herein. Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Original Lease and, if not in the Original Lease, as defined in the Response Letter.

2. Acknowledgments. Landlord and Tenant hereby acknowledge and agree as follows:

(a) Prior to the Fourth Amendment Effective Date, Tenant received both a CONH Exemption Denial and a preliminary determination from HPD of a Finding of Harassment. As a result, Tenant is unlikely to be able to satisfy the CONH Requirement by the CONH Requirement Outside Date

and, in lieu thereof, has delivered a Fallback Business Plan Notice to Landlord and requested Landlord's approval of the Hotel Fallback Business Plan.

(b) For the reasons further outlined in the Response Letter, Landlord has not yet approved (and hereafter shall continue to retain the right to approve in its sole and absolute discretion) each of (i) the Cure Application, Cure Documents, and Rent Regulation Program that will be imposed on the Leased Premises following execution of the Cure Documents, (ii) the Hotel Fallback Business Plan (and the Fallback Project contemplated thereby), including, without limitation, any modifications to the Project Plans and Specifications, Project Budget, GMP, Contracts or Construction Schedule proposed in connection therewith, and (iii) any Construction Loan Amendments.

(c) This Fourth Amendment shall constitute an Interim Ground Lease Amendment as required by the Response Letter; however, Landlord and Tenant have mutually approved modifications to the Required Conditions set forth in the Response Letter applicable to the proposed Hotel Fallback Business Plan, which modifications are attached hereto as Exhibit A. Simultaneously with Landlord's approval of Tenant's Fallback Business Plan and Tenant's execution and delivery of the Cure Documents and Construction Loan Amendments (in each case, in forms subject to Landlord's approval in its sole and absolute discretion), the parties shall enter into a Final Ground Lease Amendment further outlining all approved modifications to the Project and any other relevant modifications to the Lease, which Final Ground Lease Amendment shall be subject to Landlord's approval in its sole and absolute discretion. In the event that the ultimate Fallback Business Plan approved by Landlord (in its sole and absolute discretion) contemplates that the Leased Premises will be used entirely for multifamily use, rather than partially for extended-stay hotel use, as contemplated by the proposed Hotel Fallback Business Plan, Landlord shall consider, in good faith, any reasonable proposed modifications to the economic terms of the Lease, including, without limitation, Base Rent step-ups and timing or calculation of the Right-Size Payment or Buyback Option (any such proposed modifications to be subject to Landlord's approval in its sole and absolute discretion).

(d) Upon Landlord's receipt of fully executed counterpart signature pages to this Fourth Amendment from each of Tenant and Construction Lender, Tenant shall be authorized to execute and deliver the Stipulation provided that the modifications to the Stipulation set forth in the Response Letter are incorporated therein. Tenant shall deliver to Landlord a true, correct and complete copy of the final, executed Stipulation within one (1) Business Day of Tenant's receipt of same from HPD.

(e) Immediately following Tenant's execution and delivery of the Stipulation to HPD, Tenant shall commence pursuit of the Cure Election and initial negotiations with HPD's IH Unit regarding the Cure Documents. Tenant shall ensure that Landlord's counsel, YuhTyng Patka (Email: Ypatka@adstach.com; Phone: (212) 692-5532) is afforded a reasonable opportunity to participate in all meetings, calls and videoconferences with HPD and copied on all email and other written correspondence with HPD regarding the Cure Election and Cure Documents.

(f) Tenant shall deliver true, correct and complete copies of any and all draft Cure Documents to Landlord and Landlord's counsel as soon as reasonably practicable following receipt of same and shall accommodate any and all reasonable comments from Landlord and Landlord's counsel to same. Tenant shall simultaneously deliver to Landlord and Landlord's counsel all documentation and other information the Tenant delivers to HPD in connection with its Cure Application and the negotiation of the Cure Documents.

(g) Pursuant to and as further set forth in the Lease, Tenant shall ensure that Landlord and its counsel (including David Rothfeld at Ellenoff, Grossman & Schole; Email: drothfeld@egsllp.com; Phone: (646) 895-7222) are given the opportunity to participate in all discussions and negotiations with the

Hotel Union, promptly provide copies of all communications received from the Hotel Union and obtain Landlord's approval prior to responding to any such communications.

(h) As of the Fourth Amendment Effective Date, the Leased Premises is subject to certain mechanic's and/or materialmen's liens described on Schedule 1 attached hereto and made a part hereof (the "Existing Liens"), which have not been timely paid, or otherwise bonded and discharged by Tenant in accordance with Section 10 of the Original Lease and, therefore, have resulted in a Default under the Lease. Tenant's failure to fully pay and discharge such Existing Liens in accordance with Section 10(a) of the Lease within thirty (30) days after the Fourth Amendment Effective Date shall be an immediate Event of Default under the Lease.

3. Basic Ground Lease Information. The paragraph under the heading Fixed Rent on page (i) of the Original Lease, entitled "Basic Ground Lease Information" is hereby deleted and replaced with the following:

> Subject to Section 60 and Section 7 of the Fourth Amendment, the annual Base Rent for the Leased Premises shall be $6,400,000 (payable in accordance with Section 4(f) below at a rate of $533,333.33 per month). Commencing on the Fourth Amendment Effective Date, the aggregate annual Base Rent for the Leased Premises shall be increased to $8,750,000 (payable in accordance with Section 4(f) below at a rate of $729,166.67 per month). Notwithstanding the foregoing, Tenant shall receive a rent credit in the aggregate amount of $2,350,000 to be applied in twelve (12) equal monthly installments of $195,833.33 per month, commencing on the Fourth Amendment Effective Date and terminating upon March 29, 2025.
>
> On the first day of each of the sixth (6th) Lease Year and the eleventh (11th) Lease Year, the Base Rent shall increase to an amount equal to one hundred ten percent (110%) of the Base Rent that was in effect for the respective prior Lease Year.
>
> Commencing on the first day of the eleventh (11^{th}) Lease Year and on every subsequent CPI Adjustment Year, Base Rent shall increase to the greater of (x) the Base Rent in effect during the immediately preceding Lease Year, increased by the Rent Escalation (if then applicable) or (y) (A) in the case of the first CPI Adjustment Year (i.e., the eleventh (11th) Lease Year), $8,750,000, or, for all other CPI Adjustment Years, the Base Rent for the Lease Year occurring five (5) years prior to such Lease Year, *multiplied by* (B) the then-applicable CPI Increase Percentage (examples of which are further illustrated on Exhibit H attached hereto).
>
> On the first day of every Lease Year, starting with the twelfth (12th) Lease Year, the Base Rent shall increase to an amount equal to one hundred two percent (102%) of the Base Rent that was in effect for the prior Lease Year (each such increase, a "Rent Escalation"), subject to Section 4(d) below.

4. Definitions.

(a) The definitions of "Adjustment Date" and "Non-Triggering Transfer" are hereby deleted from Section 1 of the Original Lease.

(b) The definitions of "30 Year Treasury", "CPI Increase Percentage", "Operating Expenses", "Right-Size Base Rent", "Right-Size Payment", "Right-Size Yield" and "Trailing 12-Month NOI" are hereby deleted and replaced in their entirety with the following:

"30 Year Treasury" means the annual yield to maturity of the actively traded non-callable non-inflation-indexed United States Treasury fixed interest rate security at a 30-year constant maturity (other than any such security which can be surrendered at the option of the holder at face value in payment of federal estate tax or which was issued at a substantial discount), as reported in *The Wall Street Journal* or other authoritative publication or news retrieval service on the fifth (5th) Business Day preceding the Right-Size Event Date or Buyback Option Payment Date, as applicable. If *The Wall Street Journal* ceases to publish the "U.S. 30 Year Treasury Bond Yield," Landlord shall select an equivalent publication that publishes such "U.S. 30 Year Treasury Bond Yield," and if such "U.S. 30 Year Treasury Bond Yield" is no longer generally published or is limited, regulated or administered by a Governmental Authority, then Landlord shall select a comparable interest rate index in its sole discretion.

"CPI Increase Percentage" shall mean the increase in (A) the Index for the last full calendar month preceding the applicable CPI Adjustment Year, *over and above* (B) in the case of the first CPI Adjustment Year (i.e., the eleventh (11^{th}) Lease Year), the corresponding index for the calendar month proceeding the Effective Date of the Lease and, for all other CPI Adjustment Years, the corresponding Index for the calendar month in which the preceding CPI Adjustment Year occurred, expressed as a percentage rounded to two (2) decimals. Notwithstanding the foregoing, the CPI Increase Percentage shall in no event exceed (i) for the first CPI Adjustment Year, 134.39% (3.00% annual cap) or (ii) for any subsequent CPI Adjustment Year, 118.77% (3.50% annual cap).

"Operating Expenses" means, for any period, without duplication, all expenses actually paid or payable by Tenant during such period in connection with the operation, management, maintenance, repair and use of the Leased Premises, determined on an accrual basis, and, except to the extent otherwise provided in this definition, in accordance with GAAP. Operating Expenses specifically shall include (i) all expenses incurred in the immediately preceding twelve (12) month period, (ii) all payments required to be made pursuant to any covenants, restrictions, easements, declarations or agreements of record relating to the construction, maintenance, operations or use of the Leased Premises, (iii) property management and franchise fees in an amount equal to the management and franchise fees actually paid, (iv) administrative, payroll, security and general expenses for the Leased Premises, (v) the cost of utilities, inventories and fixed asset supplies consumed in the operation of the Leased Premises, including any actual furniture, fixtures and equipment used in connection with any Hotel Use, (vi) a reasonable reserve for uncollectible accounts, (vii) costs and fees of independent, third-party professionals (including, without limitation, legal, accounting, consultants and other professional expenses), technical consultants, operational experts (including quality assurance inspectors) or other third parties retained to perform services required or permitted hereunder, (viii) cost of attendance by employees at training and manpower development programs, (ix) association dues (if any), (x) computer processing charges, (xi) advertising expenses, (xii) operational equipment and other equipment lease payments, (xiii) Taxes and insurance premiums and (xiv) customary capital and/or maintenance reserves, which, if the Project includes a Hotel Use, shall include customary operating and maintenance reserves consistent with the standard typically maintained by the Hotel Operator or Hotel Franchisor for similar hotels located in New York City, as applicable. Notwithstanding the foregoing, Operating Expenses shall not include (1) depreciation or amortization, (2) income taxes due from Tenant or any Affiliate of Tenant, (3) capital expenditures, and (4) debt service with respect to any Leasehold Mortgage or other financing of Tenant or any Affiliate of Tenant with respect to the Leased Premises.

"Right-Size Base Rent" means, as of the Right-Size Event Date, the quotient obtained by *dividing* (x) the quotient obtained by dividing the Trailing 12-Month NOI by 3.00 by (y) the Right-Size Base Rent Escalation.

"Right-Size Payment" shall mean, as of the Right-Size Event Date, (A) if the Trailing 12-Month NOI *divided by* the then-scheduled unabated annual installment of Base Rent due in the eleventh (11th) Lease Year is less than 3.00, an amount equal to the lesser of (x) the Minimum Payment and (y) the quotient obtained by dividing $2,500,000 by the Right-Size Yield; or (B) if the Trailing 12-Month NOI divided by the then-scheduled unabated annual installment of Base Rent due in the eleventh (11th) Lease Year is equal to or greater than 3.00, an amount equal to $0. Notwithstanding the foregoing, in the event that clause (A) of this definition applies, and the Minimum Payment exceeds $65,000,000, the Right-Size Payment shall be equal to $65,000,000. For the avoidance of doubt, Exhibit M shall include example calculations of each of the amounts described in clauses (A) and (B) of this definition, in addition to the calculation of the Minimum Payment.

"Right-Size Yield" shall mean the lesser of (A) 30 Year Treasury plus twenty-five (25) basis points and (B) 4.50%, to be determined by Landlord ten (10) days prior the Right-Size Event Date.

"Trailing 12-Month NOI" means, for the twelve (12) months immediately prior to the month in which either the Right-Size Event Date or the Buyback Option Payment Date occurs, as applicable, the amount equal to (a) all gross income derived from Subleases and other operating income earned from the Leased Premises (determined in accordance with GAAP, but specifically excluding (i) any extraordinary or non-recurring revenues and (ii) any Sublease under which the applicable subtenant thereunder is (A) not paying rent or otherwise in default beyond all notice and cure periods, (B) in bankruptcy and has not affirmed its sublease in the applicable bankruptcy proceeding, or (C) has expressed its intention (directly, constructively or otherwise) to not renew, terminate, cancel and/or reject its applicable Sublease) during such period, as determined by Landlord in good faith based on reporting provided by Tenant pursuant to this Lease; *minus* (b) all expenditures for Operating Expenses for the Leased Premises over such period, other than Base Rent under this Lease.

(c) The following definitions shall be added to Section 1 of the Original Lease:

"Buyback Option Payment" shall mean an amount equal to the quotient obtained by dividing (x) the Buyback Option Reduction by (y) the Buyback Option Yield determined on the Buyback Option Yield Lock Date.

"Buyback Option Yield" shall mean the lesser of (A) 30 Year Treasury plus twenty-five (25) basis points and (B) 4.50%, to be determined by Landlord on the Buyback Option Yield Lock Date.

"Right-Size Base Rent Escalation" shall mean greater of (x) 110% and (y) the increase in (A) the Index for the last full calendar month preceding the first CPI Adjustment Year (i.e., the eleventh (11th) Lease Year), *over and above* (B) the corresponding Index for the last full calendar month in the fifth (5th) Lease Year.

"Fourth Amendment" shall mean the Fourth Amendment to Ground Lease by and among Landlord and Tenant, dated as of the Fourth Amendment Effective Date, as acknowledged and agreed to by Parkview Financial REIT, LP, a Delaware limited partnership.

"Fourth Amendment Effective Date" has the meaning set forth in the Fourth Amendment.

5. Rent.

(a) Each of Landlord and Tenant hereby acknowledge and agree that, prior to the Fourth Amendment Effective Date, pursuant to Section 4(a) of the Original Lease, the annual Base Rent

for the Leased Premises was $6,400,000 (payable in accordance with Section 4(f) of the Original Lease at a rate of $533,333.33 per month).

(b) Section 4(a) of the Original Lease is hereby deleted in its entirety and replaced with the following:

> Subject to Section 60 and Section 7 of the Fourth Amendment, the annual Base Rent for the Leased Premises shall be $6,400,000 (payable in accordance with Section 4(f) below at a rate of $533,333.33 per month). Commencing on the Fourth Amendment Effective Date, the aggregate annual Base Rent for the Leased Premises shall be increased to $8,750,000 (payable in accordance with Section 4(f) below at a rate of $729,166.67 per month). Notwithstanding the foregoing, Tenant shall receive a rent credit in the aggregate amount of $2,350,000 to be applied in twelve (12) equal monthly installments of $195,833.33 per month, commencing on the Fourth Amendment Effective Date and terminating upon March 29, 2025.

(c) Section 4(c) of the Original Lease is hereby deleted in its entirety and replaced with the following:

> On the first day of every Lease Year, starting with the twelfth (12th) Lease Year, the Base Rent shall increase to an amount equal to one hundred two percent (102%) of the Base Rent that was in effect for the prior Lease Year (each such increase, a "Rent Escalation"), subject to Section 4(d) below.

(d) The first sentence of Section 4(d) of the Original Lease is hereby deleted in its entirety and replaced with the following:

> Commencing on the first day of the eleventh (11th) Lease Year and continuing every five (5) Lease Years thereafter (i.e., on the sixteenth (16th) Lease Year, the twenty-first (21st) Lease Year, the twenty-sixth (26th) Lease Year, and so on) (each such Lease Year, a "CPI Adjustment Year"), Base Rent shall increase to the greater of (x) the Base Rent in effect during the immediately preceding Lease Year, increased by the Rent Escalation (if then applicable, and in the eleventh (11th) Lease Year, by 110%) or (y) (A) (i) solely with respect to the first CPI Adjustment Year, $8,750,000 or (ii) for any subsequent CPI Adjustment Year, the Base Rent for the Lease Year occurring five (5) years prior to such CPI Adjustment Year, *multiplied by* (B) the then-applicable CPI Increase Percentage (any such increase, the "CPI Escalation"). Notwithstanding the foregoing, in the event the relevant Index figure for the month referred to in clause (A) of the definition of the CPI Increase Percentage is not available on the applicable CPI Adjustment Year, Tenant shall continue to pay, monthly in advance, the same amount of annual Base Rent as was applicable for the month immediately preceding such CPI Adjustment Year; however, within thirty (30) days after Landlord gives Tenant Notice of any deficiency in Tenant's payments of annual Base Rent for the current period due to unavailability of such relevant Index figures (which Notice shall be accompanied by the relevant Index figure and the calculation supporting Landlord's statement of deficiency), Tenant shall pay Landlord the amount of such deficiency and shall thereafter pay Landlord, monthly in advance, the new annual Base Rent amount resulting from the calculation stated above. By way of illustration only, attached as Exhibit H are example calculations of the Base Rent for certain CPI Adjustment Years, each based on a hypothetical Index in effect for such Lease Year. Landlord shall provide Tenant with notice of Landlord's calculation of the Base Rent for each CPI Adjustment Year (accompanied by the relevant information on which such calculation is

based); provided, however, any failure to provide such notice and information shall not relieve Tenant's obligation to pay Base Rent hereunder.

(e) Section 4(e) of the Original Lease is hereby deleted in its entirety and replaced with the following:

The foregoing adjustments to the annual Base Rent shall never operate to reduce the annual Base Rent below the amount being paid prior to the most recent CPI Adjustment Year (subject, however, to adjustments made with respect to the Right-Size Reduction in accordance with Section 60 or the Buyback Option Reduction in accordance with Section 7 of the Fourth Amendment).

(f) Exhibit H of the Original Lease is hereby deleted in its entirety and replaced with the Exhibit B attached hereto and made a part hereof.

6. Right-Size Event.

(a) Landlord and Tenant hereby agree that, as of the Fourth Amendment Effective Date, Tenant has delivered or been deemed to have delivered a Fallback Business Plan Notice and, therefore, Landlord is now entitled to the Right-Size Payment in accordance with Section 60 of the Original Lease.

(b) Section 60(a) of the Original Lease is hereby deleted in its entirety and replaced with the following:

Landlord is hereby entitled to the Right-Size Payment in accordance with this Section 60, which Right-Size Payment shall be due and payable upon the last day of the tenth (10^{th}) Lease Year (such date, the "Right-Size Event Date"; and such event, the "Right-Size Event"). Tenant shall pay the Right-Size Payment to Landlord as Additional Rent on the Right-Size Event Date.

(c) Section 60(b) of the Original Lease is hereby deleted in its entirety and replaced with the following:

If Tenant timely pays the Right-Size Payment, then commencing with the first calendar month following the Right-Size Event Date and payment of the Right-Size Payment, the amount of Base Rent payable shall be reduced by an amount equal to the product of (x) the Right-Size Payment, *multiplied by* (y) the Right-Size Yield (the "Right-Size Reduction"); provided that, with respect to Base Rent for the Lease Year in which the Right-Size Event occurs, only the portion of Base Rent payments due for the calendar months following the month during which the Right-Size Event occurs shall be reduced by the Right-Size Reduction, as prorated for such period. Notwithstanding the foregoing, in no event shall the Right-Size Reduction exceed $2,500,000 (i.e., the resulting Base Rent following application of the Right-Size Reduction shall not have the effect of reducing the annual Base Rent due under this Lease by more than $2,500,000 per annum). Following the reduction in Base Rent pursuant to a Right-Size Reduction, solely for purposes of calculating the subsequent Rent Escalations or CPI Escalations pursuant to Section 4, Base Rent for the Lease Year in which the Right-Size Payment occurs and all preceding Lease Years shall be deemed to have been reduced by the Right-Size Reduction (without duplication). For the avoidance of doubt, any Rent Escalation or CPI Escalation described in Section 4 of this Lease shall otherwise continue to apply in the same manner as set forth

in Section 4 at all times following the Right-Size Event Date (it being agreed that the Base Rent applied thereunder will be adjusted by the Right-Size Reduction). By way of illustration only, Exhibit M sets forth an example application of the Right-Size Reduction to Base Rent hereunder.

(d) Exhibit M of the Original Lease is hereby deleted in its entirety and replaced with Exhibit C attached hereto and made a part hereof.

7. Base Rent Buyback Option.

(a) From and after this Fourth Amendment Effective Date until the sooner of (A) the date that is twelve (12) months following Substantial Completion of the Project (including issuance of a temporary certificate of occupancy for the Improvements by DOB) and (B) May 4, 2027 (such period, the "Buyback Option Period"), Tenant shall have a one-time right (the "Buyback Option") to make the Buyback Option Payment to Landlord by delivering Notice to Landlord of its intention to exercise the Buyback Option (the "Buyback Option Notice"), together with a Tenant's desired reduction of annual Base Rent payable during the remainder of the Term of the Lease (such amount, the "Buyback Option Reduction"), which Buyback Option Reduction shall not exceed $2,500,000. Tenant shall be required to make the Buyback Option Payment to Landlord no later than ninety (90) days from the date of the Buyback Option Notice (such date, the "Buyback Option Payment Date"). Tenant's failure to pay the Buyback Option Payment on the Buyback Option Payment Date shall be an immediate Event of Default under the Lease.

(b) Landlord shall deliver Notice to Tenant of its calculation of the Buyback Option Payment at least ten (10) Business Days prior to the Buyback Option Payment Date, which Buyback Option Payment shall be calculated twenty (20) days prior to the Buyback Option Payment Date (hereinafter defined) (such date, the "Buyback Option Yield Lock Date").

(c) If Tenant timely exercises the Buyback Option during the Buyback Option Period and pays the Buyback Option Payment on the Buyback Option Payment Date, then commencing with the first calendar month following the Buyback Option Payment Date, the amount of Base Rent payable shall be reduced by the Buyback Option Reduction; provided that, with respect to Base Rent for the Lease Year in which the Buyback Option Payment Date occurs, only the portion of Base Rent payments due for the calendar months following the month during which the Buyback Option Payment was made shall be reduced by the Buyback Option Reduction, as prorated for such period. Following the reduction in Base Rent pursuant to a Buyback Option Reduction, solely for purposes of calculating the subsequent Rent Escalations or CPI Escalations pursuant to Section 4 of the Lease, Base Rent for the Lease Year in which the Buyback Option is exercised and all preceding Lease Years shall be deemed to have been reduced by the Buyback Option Reduction (without duplication). For the avoidance of doubt, any Rent Escalation or CPI Escalation described in Section 4 of the Lease shall otherwise continue to apply in the same manner as set forth in such Section 4 at all times following Tenant's exercise of the Buyback Option (it being agreed that the Base Rent applied thereunder will be adjusted by the Buyback Option Reduction).

(d) Notwithstanding anything to the contrary set forth in the Original Lease or this Fourth Amendment, in the event that Tenant exercises the Buyback Option prior to the Right-Size Event Date and, following the adjustment of the Base Rent by the Buyback Option Reduction in accordance with this Section 7, the Trailing 12-Month NOI *divided by* the then-scheduled unabated annual installment of Base Rent due in the Lease Year in which the Buyback Option Payment Date occurred is greater than or equal to 3.00 (the "Coverage Ratio Threshold"), Landlord shall no longer be entitled to the Right-Size Payment. Tenant's achievement of the Coverage Ratio Threshold following exercise of the Buyback Option shall be deemed complete and total satisfaction of its obligations to pay the Right-Size Payment in accordance with Section 60 of the Original Lease (as modified by this Fourth Amendment). Thereafter, the

entirety of Section 60 of the Original Lease (as modified by this Fourth Amendment) shall be of no further force and effect and Tenant's failure to pay the Right-Size Payment on the Right-Size Event Date shall not be a Default or Event of Default under the Lease.

(e) For all U.S. federal, state and local tax purposes, Landlord and Tenant shall treat the Buyback Option Payment as a prepayment of rent that is treated as a loan pursuant to Section 467 of the Code. The Buyback Option Payment shall be the initial principal balance of the loan. The principal amount of the loan shall be deemed to amortize through equal monthly payments, beginning with the first payment of Base Rent due after the Buyback Option Payment and ending with the last payment of Base Rent due on or prior to the expiration of the Term. The amount of each such monthly principal amortization amounts shall be equal to the Buyback Option Payment divided by the number of months over which it is deemed to be repaid. Interest shall accrue on the unpaid balance of the loan at a rate equal to one hundred percent (100%) of the applicable federal rate in effect on the Buyback Option Payment Date, based on monthly compounding, and reflecting the term of the loan. For each month during the remaining balance of the Term, additional rent shall accrue as Additional Rent in an amount equal to the interest accruing on the loan plus the principal amortization for that month. Promptly after the Buyback Option Payment Date, Landlord shall furnish to Tenant a schedule setting forth the monthly amounts of principal, interest and rent, determined in accordance with the foregoing, and the parties shall report interest and rental income and expense for all U.S. federal, state and local tax purposes in a manner that is consistent with that schedule.

8. Notices. Section 23 of the Original Lease is hereby amended to replace the Landlord's notice information with the following:

If to Landlord:	356W58 GROUND LESSOR LLC c/o GLR Capital Investments, L.L.C. 2801 North Harwood Street, Suite 1200 Dallas, Texas 75201 Attn: Luke Pak Telephone: 214-545-5576 E-mail: pak@mspcm.com
With a copy to:	356W58 GROUND LESSOR LLC c/o GLR Capital Investments, L.L.C. 2801 North Harwood Street, Suite 1200 Dallas, Texas 75201 Attn: Max Lamont Telephone: 214-545-5577 E-mail: lamont@mspcm.com
And with a copy to:	Adler & Stachenfeld LLP 555 Madison Avenue, 6th Floor New York, NY 10022 Attention: Danielle Ash, Esq. & File Manager File No. 4308.0014 Email: Dash@adstach.com

9. No Claims Against Landlord. Tenant represents and warrants that it has no actual knowledge of any default by Landlord of any of its obligations under the Lease or any claims against Landlord relating to the negotiation of this Fourth Amendment. If and to the extent that Tenant holds any claims against Landlord or any of its Affiliates or representatives arising from or relating to any default of

Landlord's obligations under the Lease or the negotiation of this Fourth Amendment, whether known or unknown, Tenant hereby waives and releases each such claim.

10. Governing Law; Ratification. This Fourth Amendment shall be governed by the laws of the State of New York without regard to conflicts of laws principles. Except as otherwise specifically amended by this Fourth Amendment, all of the terms of the Original Lease shall remain in full force and effect and are hereby ratified and confirmed by the parties hereto. From and after the Fourth Amendment Effective Date, all references in the Original Lease to the "Lease" shall be deemed references to the Original Lease, as amended by this Fourth Amendment.

11. Counterparts; Facsimile Signatures. This Fourth Amendment may be executed in more than one counterpart, which, when taken together, shall constitute one instrument. This Fourth Amendment may be executed and delivered by facsimile transmission, electronic mail (e-mail) transmission, or Portable Document Format ("PDF") transmission. Signature pages to this Fourth Amendment delivered by facsimile transmission, electronic mail (e-mail) transmission, or PDF transmission shall be given the same legal force and effect as original signatures.

12. Incorporation. Sections 41, 42, 43, 44, 45, 46, 52, 53, 55 and 61 of the Original Lease are hereby incorporated by reference as if set forth in full in this Fourth Amendment.

[The remainder of this page is intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Fourth Amendment to be executed as of the Fourth Amendment Effective Date.

LANDLORD:

356W58 GROUND LESSOR LLC,
a Delaware limited liability company

By: _____
Name: Lucie Pell
Title: Authorized Signatory

TENANT:

HUDSON 1701/1706, LLC,
a Delaware limited liability company

By: _____
Name: Alberto Smeke Saba
Title: Authorized Signatory

By: _____
Name: Salomon Smeke Saba
Title: Authorized Signatory

HUDSON 1702, LLC,
a Delaware limited liability company

By: _____
Name: Alberto Smeke Saba
Title: Authorized Signatory

By: _____
Name: Salomon Smeke Saba
Title: Authorized Signatory

Acknowledged and agreed to this 29
day of March, 2024:

CONSTRUCTION LENDER:

PARKVIEW FINANCIAL REIT, LP,
a Delaware limited partnership

By: Parkview Financial GP, Inc.,
a Delaware corporation,
its general partner

By: _____
_ Name: Paul Rahimian
Title: CEO

SCHEDULE 1

Existing Liens

1. Notice of lien filed on November 20, 2023 by Elysium Construction Inc., a Delaware corporation, for $467,003.81.

2. Notice of lien filed on December 13, 2023 by Elysium Construction Inc., a Delaware corporation, for $3,200,000.00.

3. Notice of lien filed on October 26, 2023 by B&H Restoration, Inc., a corporation, for $180,400.00.

4. Notice of lien filed on November 21, 2023 by J & N Dolcinium Inc., a corporation, for $343,910.00.

5. Notice of lien filed on February 28, 2024 by MRNY Consulting Solutions LLC DBA Narrow Security, a New York corporation, for $34,074.00.

EXHIBIT A

Modifications to the Required Conditions

a. The annual Base Rent for the entirety of the Leased Premises through the 5th Lease Year shall be increased from $6,400,000 to ~~$9,250,000~~ **$8,750,000**, commencing as of the ~~Repricing Deadline~~ **execution of the Interim Ground Lease Amendment, but subject to a 12-month partial abatement (such that the full Base Rent increase will not be due until 12 months after execution of the Interim Ground Lease Amendment)**;
b. Acceleration of the CPI Adjustment Year to the ~~6~~**11**th Lease Year and every 5 Lease Years thereafter (*i.e.*, the 11th Lease Year, 16th Lease Year…etc.);
c. Adjustment of CPI Increase Percentage to assume a ~~4~~**3.0**% annual cap **for the first CPI Adjustment Year and 3.50% thereafter**;
d. Modification of the definitions of Minimum Payment, Right-Size Base Rent, Right-Size Yield and Right-Size Payment to adjust the calculations to take into account a ~~3.50x~~**3.00x** Coverage Ratio**, Right-Size Yield equal to the lesser of (i) 4.50% and (ii) the then-30Y UST + 25bps and cap of $2,500,000 Right-Size Reduction**; ~~and~~
e. **Extension of Right-Size Event Date until Year 10;**
f. Landlord's deemed earning of the Right-Size Payment as of execution of the Interim Ground Lease Amendment**; and**
g. **One-time option of Tenant, exercisable no later than 12 months following obtaining temporary certificate of occupancy for the Fallback Project, to repurchase a portion of the Base Rent subject to a repurchase yield equal to the lesser of (i) 4.50% and (ii) the then-30Y UST + 25bps and a rent reduction cap of $2,500,000. If following the repurchase, the Coverage Ratio equals or exceeds 3.00x, Tenant shall no longer be required to pay the Right-Size Payment on the Right-Size Event Date**.

EXHIBIT B

Example Calculations of Base Rent

(See Attached)

GROUND RENT CALCULATION - BASE RENT & CPI ADJUSTMENT EXAMPLE		
Calculation		**Notes**
Original Base Rent	$6,400,000.00	Subject to Section 60 and Section 7 of the Fourth Amendment, the annual Base Rent for the Leased Premises shall be $6,400,000 (payable in accordance with Section 4(f) below at a rate of $533,333.33 per month). Commencing on the Fourth Amendment Effective Date, the aggregate annual Base Rent for the Leased Premises shall be increased to $8,750,000 (payable in accordance with Section 4(f) below at a rate of $729,166.67 per month). Notwithstanding the foregoing, Tenant shall receive a rent credit in the aggregate amount of $2,350,000 to be applied in twelve (12) equal monthly installments of $195,833.33 per month, commencing on the Fourth Amendment Effective Date and terminating upon March [__], 2025 [**12 MONTHS FOLLOWING FOURTH AMENDMENT EFFECTIVE DATE**].
Revised Base Rent[1]	$8,750,000.00	
Rent Escalation:		
Year 6 and 11	10.00%	
Thereafter per annum	2.00%	
CPI Adjustment Year(s):		
Initial CPI Adjustment Year	Year 11	
Subsequent CPI Adjustment Years	Every five (5) Years	
CPI Increase Percentage:		
Initial CPI Cap (Year 11)	134.39%	
Subsequent CPI Cap (Year 16, 21,…etc.	118.77%	
CPI Assumptions (for illustration only)		
Initial CPI Adjustment Year	11	
CPI Period 0	100	
CPI First Adjustment (Year 10)	129	
Actual CPI Increase Percentage	129.00%	
Year 11 CPI CAP (CAGR)	3.00%	
CPI Cap (First Adjustment)	134.39%	
Applied CPI Increase Percentage	**129.00%**	
Future CPI Assumption (beginning in Year 11)	2.25%	
Future CPI Increase Percentage	**111.77%**	

On the first day of each of the sixth (6th) Lease Year and the eleventh (11th) Lease Year, the Base Rent shall increase to an amount equal to one hundred ten percent (110%) of the Base Rent that was in effect for the respective prior Lease Year.

Commencing on the first day of the eleventh (11th) Lease Year and on every subsequent CPI Adjustment Year, Base Rent shall increase to the greater of (x) the Base Rent in effect during the immediately preceding Lease Year, increased by the Rent Escalation (if then applicable) or (y) (A) in the case of the first CPI Adjustment Year (i.e., the eleventh (11th) Lease Year), $8,750,000, or, for all other CPI Adjustment Years, the Base Rent for the Lease Year occurring five (5) years prior to such Lease Year, *multiplied by* (B) the then-applicable CPI Increase Percentage (examples of which are further illustrated on Exhibit H attached hereto).

On the first day of every Lease Year, starting with the twelfth (12th) Lease Year, the Base Rent shall increase to an amount equal to one hundred two percent (102%) of the Base Rent that was in effect for the prior Lease Year (each such increase, a "Rent Escalation"),

"CPI Increase Percentage" shall mean the increase in (A) the Index for the last full calendar month preceding the applicable CPI Adjustment Year, over and above (B) in the case of the first CPI Adjustment Year (i.e., the eleventh (11th) Lease Year), the corresponding index for the calendar month proceeding the Effective Date of the Lease and, for all other CPI Adjustment Years, the corresponding Index for the calendar month in which the preceding CPI Adjustment Year occurred, expressed as a percentage rounded to two (2) decimals. Notwithstanding the foregoing, the CPI Increase Percentage shall in no event exceed (i) for the first CPI Adjustment Year, 134.39% (3.00% annual cap) or (ii) for any subsequent CPI Adjustment Year, 118.77% (3.50% annual cap).

[1] *Commencing upon the date that is 12 months following the 4th Amendment Effective Date, the aggregate annual Base Rent for the Leased Premises shall be increased to $8,750,000 .*

For purposes of this example, Base Rent is assumed to change to $8,750,000 at the start of Lease Year 3. Actual timing of the change in Base Rent will be subject to the terms of the Lease.

GROUND RENT SCHEDULE - EXAMPLE			
Lease Year	**Base Rent**	**Y-O-Y % Change**	**Description**
1	$6,400,000.00		Original Base Rent
2	$6,400,000.00		
3	$8,750,000.00		Revised Base Rent per Fourth Amendment to Ground Lease
4	$8,750,000.00		
5	$8,750,000.00		
6	$9,625,000.00	10.00%	First Fixed Rent Escalation (110%)
7	$9,625,000.00		
8	$9,625,000.00		
9	$9,625,000.00		
10	$9,625,000.00		
11	$11,287,500.00	17.27%	Greater of (i) 110% and (ii) CPI Increase Percentage (example illustrates a 129.00% applied CPI Increase Percentage)
12	$11,513,250.00	2.00%	Fixed Escalations change to 2.0% per annum for the life of the Ground Lease
13	$11,743,515.00	2.00%	
14	$11,978,385.30	2.00%	
15	$12,217,953.01	2.00%	
16	$12,615,786.96	3.26%	Greater of (i) 2.0% escalation and (ii) CPI Increase Percentage (example illustrates a 111.77% applied CPI Increase Percentage)
17	$12,868,102.70	2.00%	
18	$13,125,464.76	2.00%	
19	$13,387,974.05	2.00%	
20	$13,655,733.53	2.00%	
21	$14,100,383.68	3.26%	Greater of (i) 2.0% escalation and (ii) CPI Increase Percentage (example illustrates a 111.77% applied CPI Increase Percentage)

EXHIBIT C

Example Calculations of Minimum Payment

(See Attached)

Right-Size Example Calculations #1			
Trailing 12-Month NOI			**Notes**
Gross Income		$70,000,000	Hotel, Residential, Retail, Commercial and Misc. Revenue
Operating Expenses		($39,000,000)	Per Lease Defiinition
Trailing 12-Month NOI		**$31,000,000**	Per Lease Defiinition
Right-Size Base Rent Calculation			**Notes**
Trailing 12-Month NOI		$31,000,000	
	divided by	3.00x	
		$10,333,333	Trailing 12-Month NOI / 3.00
	divided by	110%	**Right Size Base Rent Escalation**
Right-Size Base Rent (Lease Year 10)		**$9,393,939**	Trailing 12-Month NOI / Right-Size Coverage / Right Size Base Rent Escalation
Minimum Payment Calculation			**Notes**
(i) Then Applicable Annual Base Rent		$9,625,000	Year 10 Base Rent
	less		
(ii) Right-Size Base Rent		$9,393,939	Calcuated Above
Right Size Reduction		**$231,061**	If less than 0, no Right Size Payment
30 Year Treasury		4.50%	
Spread		0.25%	
Index Yield		4.75%	30 Year Treasury + Spread
Maximum Right Size Yield		4.50%	
(y) Right-Size Yield		**4.50%**	Minimum of Maximum Right Size Yield and Index Yield
Minimum Payment		**$5,134,680**	[(i) - (ii)] / (y) Cannot Exceed $65,000,000
Maximum (payment cap)		**$65,000,000**	
Right-Size Payment			**Notes**
(a) Year 10 Base Rent - Right Size Base Rent		$231,061	If less than 0, no Right Size Payment
(b) cap		$2,500,000	Maximum reduction of Base Rent per Lease.
Right Size Reduction		$231,061	Minimum of (a) and (b), but not less than 0
Right Size Yield		4.50%	
Right-Size Payment		**$5,134,680**	

Right-Size Example Calculation #2 | $0 Right Size Payment			
Trailing 12-Month NOI			**Notes**
Gross Income		$75,000,000	Hotel, Residential, Retail, Commercial and Misc. Revenue
Operating Expenses		($39,000,000)	Per Lease Defiinition
Trailing 12-Month NOI		**$36,000,000**	Per Lease Defiinition
Right-Size Base Rent Calculation			**Notes**
Trailing 12-Month NOI		$36,000,000	
	divided by	3.00x	
		$12,000,000	Trailing 12-Month NOI / 3.00
	divided by	110%	**Right Size Base Rent Escalation**
Right-Size Base Rent (Lease Year 10)		**$10,909,091**	Trailing 12-Month NOI / Right-Size Coverage / Right Size Base Rent Escalation
Minimum Payment Calculation			**Notes**
(i) Then Applicable Annual Base Rent		$9,625,000	Year 10 Base Rent
	less		
(ii) Right-Size Base Rent		$10,909,091	Calcuated Above
Right Size Reduction		**($1,284,091)**	If less than 0, no Right Size Payment
30 Year Treasury		4.50%	
Spread		0.25%	
Index Yield		4.75%	30 Year Treasury + Spread
Maximum Right Size Yield		4.50%	
(y) Right-Size Yield		**4.50%**	Minimum of Maximum Right Size Yield and Index Yield
Minimum Payment		**$0**	[(i) - (ii)] / (y) Cannot Exceed $65,000,000
Maximum (payment cap)		**$65,000,000**	
Right-Size Payment			**Notes**
(a) Year 10 Base Rent - Right Size Base Rent		($1,284,091)	If less than 0, no Right Size Payment
(b) cap		$2,500,000	Maximum reduction of Base Rent per Lease.
Right Size Reduction		$0	Minimum of (a) and (b), but not less than 0
Right Size Yield		4.50%	
Right-Size Payment		**$0**	

Right-Size Example Calculations #3 | $65,000,000 Cap			
Trailing 12-Month NOI			**Notes**
Gross Income		$60,000,000	Hotel, Residential, Retail, Commercial and Misc. Revenue
Operating Expenses		($39,000,000)	Per Lease Defiinition
Trailing 12-Month NOI		**$21,000,000**	Per Lease Defiinition
Right-Size Base Rent Calculation			**Notes**
Trailing 12-Month NOI		$21,000,000	
	divided by	3.00x	
		$7,000,000	Trailing 12-Month NOI / 3.00
	divided by	110%	**Right Size Base Rent Escalation**
Right-Size Base Rent (Lease Year 10)		**$6,363,636**	Trailing 12-Month NOI / Right-Size Coverage / Right Size Base Rent Escalation
Minimum Payment Calculation			**Notes**
(i) Then Applicable Annual Base Rent		$9,625,000	Year 10 Base Rent
	less		
(ii) Right-Size Base Rent		$6,363,636	Calcuated Above
Right Size Reduction		**$3,261,364**	If less than 0, no Right Size Payment
30 Year Treasury		3.50%	
Spread		0.25%	
Index Yield		3.75%	30 Year Treasury + Spread
Maximum Right Size Yield		4.50%	
(y) Right-Size Yield		**3.75%**	Minimum of Maximum Right Size Yield and Index Yield
Minimum Payment		**$86,969,697**	[(i) - (ii)] / (y) Cannot Exceed $65,000,000
Maximum (payment cap)		**$65,000,000**	
Right-Size Payment			**Notes**
Right-Size Payment		**$65,000,000**	per the Cap
Right Size Yield		3.75%	
Right Size Reduction		$2,437,500	
Right Size Base Rent			**Notes**
Contractual Year 10 Base Rent		$9,625,000	
	less		
Right Size Reduction		$2,437,500	As adjusted based on $65,000,000 cap
Base Rent after application of Right Size Reduction		**$7,187,500**	Year 10 Base Rent

EXHIBIT D

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS,

That, subject to the terms and conditions hereinafter set forth, EC 58th Street LLC, a Delaware limited liability company, having an address at c/o Cain International US Services LP, 350 Park Avenue, 14th Floor, New York, New York 10022 ("**Seller**") for and in consideration of the sum of Ten Dollars ($10.00), lawful money of the United States, to it in hand paid at or before delivery of these presents by Hudson 1702, LLC and Hudson 1701/1706, LLC, each a Delaware limited liability company having an address at c/o CSC Co-Living, 6 St. Johns Lane, New York, New York 10013 (collectively, "**Ground Tenant**"), the receipt and sufficiency of which Seller hereby acknowledges, has bargained and sold, and by these presents does grant and convey unto Ground Tenant, its successors and assigns, all right, title and interest of Seller in and to all of the Personal Property, Fixtures, Warranties and Permits appurtenant to the Owned Units and the 10th Floor Lease (as such terms are defined in that certain Purchase and Sale Agreement effective as of February 3, 2022 between Seller and CSC Hudson, LLC, as amended by that certain First Amendment to Purchase and Sale Agreement effective as of April 19, 2022 (as may be further amended, restated and/or modified from time to time), and which was assigned and assumed by that certain Assignment, Assumption and Modification of Purchase and Sale Agreement effective as of May 3, 2022 (the "**Agreement**")).

Seller grants and conveys the Personal Property, Fixtures, Warranties, and Permits unto Ground Tenant without recourse and without representation or warranty of any kind, express or implied (except to the extent of and only for so long as any applicable representation and warranty, as is set forth in the Agreement shall survive the closing of title thereafter, and subject to the limitations contained therein).

TO HAVE AND TO HOLD the same unto Ground Tenant, its successors and assigns forever.

SELLER HAS MADE NO WARRANTY THAT THE PROPERTY COVERED BY THIS BILL OF SALE IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE AND THE SAME IS SOLD IN AN "AS IS" "WHERE IS" CONDITION. BY ACCEPTANCE HEREOF, GROUND TENANT AFFIRMS THAT IT HAS NOT RELIED ON ANY WARRANTY OF SELLER WITH RESPECT TO THE PERSONAL PROPERTY AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTEES, EXPRESSED, IMPLIED OR STATUTORY (EXCEPT TO THE EXTENT AND ONLY FOR SO LONG AS ANY APPLICABLE REPRESENTATION AND WARRANTY, IF ANY, IS AS SET FORTH IN THE AGREEMENT SHALL SURVIVE THE CLOSING OF TITLE THEREUNDER, AND SUBJECT TO THE LIMITATIONS CONTAINED THEREIN.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York.

This Bill of Sale shall be binding upon, enforceable by and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows immediately]

Executed as of May 4, 2022.

EC 58TH STREET LLC,
a Delaware limited liability company

By: _____
Name: Anthony D. Minella
Title: President

[Signature Page to Bill of Sale (MSP Property)]