

Sections in the Plan entitled "Effective Date of the Plan" and "Closing of Title to Units" for full details). The Plan will be abandoned or deemed abandoned if it has not been declared effective within the time limits prescribed in the Plan. Sponsor shall notify Purchaser, in writing or by a duly filed amendment to the Plan, when the Plan becomes effective or is abandoned.

B. If the Plan is abandoned or does not become effective within fifteen (15) months from the date it is presented, or if after being declared effective the Plan shall not be consummated for any reason, this Agreement shall be deemed canceled and all monies paid by Purchaser hereunder, shall be disbursed in accordance with the provisions of Paragraph 5 above. After the funds are so disbursed, Purchaser and Sponsor shall be released and discharged from all liabilities and obligations hereunder and under the Plan.

7. Closing Date and Place

1. The closing of title shall occur at the offices of Sponsor's attorney on not less than thirty (30) days' prior written notice to Purchaser. Sponsor shall have the right, from time to time, to adjourn such date and time for Closing on written notice to Purchaser. If adjourned, Sponsor shall fix a new date and time for title closing and shall give Purchaser not less than five (5) business days' prior written notice of the new scheduled date and time for Closing.

2. The Closing of the Title shall occur only after or concurrently with compliance with the prerequisites set forth under the Section of the Plan entitled "Closing of Title to Units."

8. The Deed

At Closing, Sponsor shall deliver to Purchaser a Bargain and Sale Deed with covenants against grantor's acts transferring to Purchaser full ownership to the Unit. The deed shall

be substantially in the form reproduced in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Such executed deed shall be delivered immediately to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Purchaser's attorney) for recording.

9. State of Title

Legal ownership to the Unit shall be transferred to Purchaser at Closing subject only to the liens, encumbrances and title conditions (hereafter called the "Permitted Encumbrances") enumerated in the Plan. Any other liens, encumbrances, or conditions shall not be an objective to title if : (i) the instrument required to remove it from the record is delivered to said representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for recording in the proper office, together with the requisite recording or filing fees; or (ii) Purchaser's title insurance company will insure Purchaser against its collection or enforcement out of the Unit.

10. Title Company Approval

Sponsor shall give, and Purchaser shall accept, such title as LandAmerica Title Insurance Company of New York will approve and insure, provided the only liens, encumbrances and conditions affecting title shall be the Permitted Encumbrances.

11. Sponsor's Inability to Convey Title

In the event Sponsor is unable to deliver to Purchaser title to the Unit in accordance with the provisions of this Agreement, Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever except as provided in the Plan to render title marketable, and in such case, if Sponsor notifies Purchaser of its refusal to remedy the defect in title and if Purchaser is not in default hereunder, Purchaser shall have the option

to (i) take title subject to such title defect (without any abatement in, or credit against the Purchase Price, or claim or right of action against Sponsor for damages or otherwise) or (ii) terminate this Agreement. If Purchaser elects to terminate, Sponsor shall instruct the Escrow Agent to return to Purchaser, within ten (10) days after receipt of Purchaser's termination notice, all monies deposited hereunder. Upon making such refund, this Agreement shall be null and void and neither party shall have any further rights, obligations or liabilities with respect to the other hereunder or under the Plan. The foregoing option must be exercised by Purchaser in writing sent to Sponsor within ten (10) days after the giving of Sponsor's notice of refusal to remedy the title defect, failing which it shall be conclusively deemed that Purchaser elected the first option above to acquire title subject to the title defect.

12. Closing Adjustments

A. At Closing, Sponsor and Purchaser shall apportion, as of midnight of the day preceding the Closing.

- (i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the fiscal or calendar year for which assessed and any escrows for real estate taxes;
- (ii) Common Charges for the month in which title closes; and
- (iii) rent and other charges, if any, pursuant to a lease for, or tenancy of, the Unit.

The "Customs in Respect of Title Closings" recommended by New York State Real Estate Board, as amended to date, shall apply to the adjustments and other matters therein mentioned, except, as otherwise provided herein.

B. In the event the Unit has not been separately assessed for the then current fiscal tax year at the time of Closing Title, the apportionment of real estate taxes shall be based on the Unit's pro-rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property. If the Unit has been separately assessed but the Closing occurs before the tax rate is fixed, then the apportionment of real estate taxes shall be based upon the latest tax rate applied to the most recent assessed valuation.

C. Any errors or omissions in computing apportionments at Closing shall be corrected and payment made to the proper party promptly after discovery. This provision shall survive the Closing for a period of one hundred and eighty (180) days.

D. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title.

E. If through no fault of Sponsor, Purchaser fails for any reason to close on the date originally scheduled for the Closing of title to the Unit (the "Original Closing Date"), then (i) the closing adjustments shall be made as of midnight preceding the Original Closing Date, (ii) Purchaser shall pay to Sponsor an amount equal to 0.03% of the Purchase Price for each starting from (and including) the Original Closing Date to (and including) the day before the actual Closing Date; and (iii) Purchaser shall reimburse Sponsor for any shortfall between the Common Charges (including any special assessments) applicable to the Unit and the rent payable by any tenant of the Unit of Sponsor (as the holder of Unsold Units) for the period from the Original Closing date until the date of actual closing. (NOTE: If the Unit is vacant, the purchaser will be required to reimburse Sponsor for all Common Charges, real estate taxes and any special assessments payable during such interim period).

13. Purchaser's Closing Costs

At Closing, Purchaser will pay certain costs in connection with the purchase of the Unit, in addition to the legal fees of Purchaser's counsel (if any) and the amount of any net credit in favor of Sponsor that may result from the closing apportionments described in the preceding Paragraph 12. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan and are subject to change without prior or amendment to the Plan:

- (i) If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance which will vary depending upon the amount of insurance requested.
- (ii) Purchaser will pay a fee for recording the deed, power of attorney and any applicable mortgage release applicable to the Unit. The current charge is approximately \$95.00 to record the deed and \$20.00 for each additional instrument plus \$5.00 per page, together with a service charge to the title company for such recording.
- (iii) If Purchaser obtains a mortgage loan, Purchaser will pay:
 - a. a fee and service charge for recording the mortgage at the same rates given above for recording the deed.
 - b. a mortgage recording tax in the amount provided for by law (at the date of the plan, the tax is two (2%) percent for mortgages securing debts less than \$500,000 and two and one eighth (2.125%) percent for residential mortgages securing debts of \$500,000 or more);
 - c. the lender's attorney and appraisal fees, if any.
- (iv) the fees to Sponsor's attorney as set forth in the portion of the Plan entitled "Closing Costs and Adjustments".

(v) if Purchaser obtains a mortgage loan, Purchaser will be responsible for paying all costs and expenses in connection with such loan in amounts determined by the lender. Sponsor makes no representation or warranty as to such closing costs or expenses or as to the availability or cost of such financing.

(vi) If Purchaser has dealt with any broker then Purchaser will be required to pay a commission to such broker unless Sponsor agrees otherwise in writing.

(vii) New York City Real Property Transfer Tax.

(viii) New York State Real Estate Transfer Tax.

(ix) New York State Special Additional Tax, commonly referred to as the "Mansion Tax."

(x) Two (2) months Common Charges, as provided in the Plan (working capital fund deposit).

14. Rent Security Deposit

If Purchaser is or hereafter becomes a tenant of the Unit, Purchaser's unapplied rent security deposit, if any, will be refunded to Purchaser, together with any interest earned thereon, within forty-five (45) days following the Closing, provided Purchaser is not in default under Purchaser's lease or tenancy obligations. If the Unit is occupied by other than Purchaser, then the unapplied security deposit (if any) of the tenant or occupant will be transferred at Closing to Purchaser, who will upon receipt, sign and deliver to Sponsor an agreement acknowledging the amount received, indemnifying Sponsor from all liability in connection therewith and agreeing to hold such security deposit in trust and to deposit same in an interest bearing bank account (such agreement to be in form and substance satisfactory to Sponsor). In either event,

Sponsor will have the right to deduct from any tenant's security deposit the amount of any rent arrearage owing to Sponsor and to sue the tenant to the extent such rent security is insufficient. Sponsor shall not close title with respect to any Unit where the Purchaser has rent arrearage.

15. Power of Attorney to Condominium Board and Sponsor

At Closing, Purchaser shall execute, acknowledge and deliver to the representative of the title insurance company insuring Purchaser's title to the Unit (or if no representative is present, then to Sponsor's attorney) for recording in the New York County Clerk's Office, a power of attorney in favor of the Condominium Board relative to purchasing or leasing of Units. The power of attorney shall be substantially in the form set forth in Part II of the Plan. After being recorded, the power of attorney shall be sent to the Condominium Board.

16. Events of Default

A. The following shall constitute "Events of Default" hereunder:

(1) Purchaser's failure to pay the Balance on the Closing Date

designated by Sponsor pursuant to Paragraph 7 herein; or

(ii) Purchaser's failure to duly sign, notarize and deliver at Closing the

power of attorney pursuant to Paragraph 15 above; or

(iii) If Purchaser is or becomes a tenant of the Building, Purchaser's

failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations, which results in Purchaser's eviction from Purchaser's Unit (either by voluntary removal or by court order);

or

(iv) The failure to pay, perform or observe any of Purchaser's other obligations hereunder, which is not cured within fifteen (15) days after the mailing of written notice specifying the nature of such default; or

(v) If Purchaser is or becomes a tenant of the Unit and Purchaser fails to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations, or Purchaser vacates or abandons the Unit, then such failure, vacating or abandonment (as the case may be) shall constitute a default hereunder entitling Sponsor, at its sole option, to cancel this Agreement, even though Purchaser is not evicted from the Unit as a result thereof. In the event that this Agreement is canceled, Sponsor and Purchaser shall be released or excused from paying and performing Purchaser's lease or tenancy obligations provided Purchaser shall vacate the Unit.

B. Upon the occurrence of an Event of Default, Sponsor shall have the right to cancel this Agreement by sending Purchaser thirty (30) days' prior written notice of its intention so to do. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the cancellation notice within which Purchaser must cure the specified default. If the default is not timely cured, then Sponsor shall have the right to retain, as and for liquidated damages, the Downpayment and the amount deposited for any custom work ordered (the "Liquidated Sum"), and any sums in excess thereof shall be returned to Purchaser within forty-five (45) days thereafter. Upon cancellation of this Agreement and making such refund to Purchaser (if any), Purchaser, Sponsor and the Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for the proceeds of such sale.

17. Appliances and Equipment

At Closing, the Unit will contain only those appliances, countertops, cabinets, sinks, air conditioning unit (if any), hardware and other fixtures, equipment and appliances currently installed therein that are owned by Sponsor or otherwise set forth in the Plan. The Unit is being sold unfurnished.

18. Acceptance of Condition of Building and Unit

The signing of this Agreement by Purchaser signifies Purchaser's acceptance of the condition of the Property subsequent to the completion of the renovations including the Building, the Unit and all fixtures, machinery, equipment, furnishings, appliances, installation and other personal property contained therein (hereinafter collectively called "Installations"), in their respective existing conditions, ordinary wear and tear excepted, between the date Purchaser signs this Agreement and delivery of the deed to Purchaser.

Sponsor reserves the right, during the course of Construction, to amend the Plans and Specifications (described in the Plan) and to substitute material and equipment different from that described in the Architect's Report (described in the Plan), provided only that any such revision will not (a) preclude issuance of a certificate of occupancy; or (b) materially adversely affect the structural integrity of the Building; or vary, materially, the nature of the alterations described in the Plans and Specifications filed with the City of New York Department of Buildings.

19. Notices

All notices, elections, consents, demands and communication (collectively called "notices" or individually called "notice") shall be delivered personally or given in writing by registered or certified mail, return receipt requested, postage prepaid and, if to Purchaser, addressed

to Purchaser at Purchaser's address given in the preamble to this Agreement (with copies given to Purchaser's attorneys _____, Attn: _____, _____) and, if to Sponsor, addressed to Sponsor at Sponsor's address given in the preamble to this Agreement (with copies given to Sponsor's attorneys, Rivkin Radler LLP, 926 RexCorp Plaza, Uniondale, New York 11556.). Either party may, by written notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when deposited in any branch, station or depository maintained by the U. S. Postal Service in the State of New York except that a notice of a change of address shall be deemed given when actually received.

20. Broker

Purchaser represents to Sponsor that the Purchaser has not dealt with a broker in connection with this transaction. Sponsor will pay the Commission due to _____, pursuant to a separate written agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any other broker other than those listed in this Paragraph 20, on account of any acts of Purchaser or of Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from any and all liabilities and expenses in connection therewith, including (without limitation) reasonable legal fees and disbursements. The provisions of this Paragraph 20 shall survive the Closing.

21. No Lien

No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monies deposited hereunder. This agreement shall not be recorded.

22. Entire Agreement

This Agreement, together with the Plan, as the Plan may be amended from time to time, constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all prior understanding and agreements.

23. Agreement May Not Be Assigned

Purchaser does not have the right to assign or transfer this Agreement except to a Permitted Assignee as that term is defined in the Plan. Any purported assignment or transfer by Purchaser in violation of this Agreement shall be voidable at the option of Sponsor.

24. Joint Purchaser

The term "Purchaser" shall be read as "Purchasers" if more than one person are purchaser, in which case their obligations shall be joint and several.

25. Liability of Sponsor

A. Sponsor shall not have any liability to Purchaser or others with respect to any of Sponsor's obligations under this Agreement or the Plan or otherwise in excess of the net proceeds paid to Sponsor from the sale of all Residential Units after payment of, or reserve for, any liabilities, costs or expenses of Sponsor arising out of the promulgation of the Plan, the offering of the Residential Units for sale and the consummation of the transactions contemplated in the Plan.

B. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, terrorism, inability to procure or general shortage of energy, labor, equipment facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of labor unions or any other cause (whether similar or

dissimilar y to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

26. Strict Compliance

Any failure by Sponsor to insist upon strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

27. Governing Law

The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

28. Waiver of Jury Trial

Except as prohibited by Law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement, or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the parties agree to not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

29. Gender

A reference in this Agreement to any one gender, masculine or feminine, includes the other one, and the singular includes the plural, and vice versa, unless the context otherwise requires.

30. No Oral Changes

THIS AGREEMENT CANNOT BE CHANGED OR ANY PROVISIONS WAIVED ORALLY. ANY CHANGES OR ADDITIONAL PROVISIONS OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

31. Purchaser's Right to Rescind

In the case of a material revision adversely affecting the rights, obligations or liabilities of Purchaser or reducing the undertakings or obligations of Sponsor, then Purchaser will be given the right to rescind this Agreement, for a period of fifteen (15) days after the presentation of the amendment containing the said material revision to Purchaser and be refunded the full Downpayment within forty-five (45) days after receipt by Sponsor of Purchaser's notice of rescission. However, if Purchaser first became a tenant of the Unit after the Plan was originally presented, then such rescission will be conditioned on the cancellation of any interim lease and surrender of possession of the Unit within sixty (60) days thereafter.

32. Escrow Agent

It is understood and agreed that the Escrow Agent's sole duties hereunder are as indicated herein and that the Escrow Agent in the performance of its duties hereunder shall incur no liability except for willful malfeasance and shall not be liable or responsible for anything done or omitted to be done in good faith as herein provided.

In the event that a dispute shall arise as to the disposition of all or any portion of the Downpayment held by the Escrow Agent, the Escrow Agent shall either (a) deposit the same with a court of competent jurisdiction, pending the decision of any such court with respect to the disposition

of the Downpayment, or (b) hold the same pending receipt of joint instructions from the Sponsor and the Purchaser and shall be entitled to rely upon such joint instructions with respect to the disposition of the Downpayment.

The Sponsor and Purchaser promise and agree to indemnify and save the Escrow Agent harmless except for its willful malfeasance, from any claims, liabilities, judgments, attorneys' fees and other expenses of every kind and nature, which may be incurred by the Escrow Agent by reason of its acceptance of, and its performance under this Agreement.

33. Lead Paint Inspection

Purchaser may, in the ten (10) day period following Purchaser's attorney's receipt (or if Purchaser does not have an attorney, Purchaser's receipt) of a fully executed original of this Contract, at Purchaser's sole cost and expense, have the Unit inspected for the presence of any lead-based paint or lead-based paint hazard. Purchaser shall promptly deliver to Seller a copy of the inspection report. If such report discloses the existence of lead-based paint or lead-based paint hazard, Seller shall have fourteen (14) days from delivery of said report to abate such lead-based paint hazard. If Seller does not cure within fourteen (14) days, Purchaser may cancel this contract upon notice given to Seller or Seller's attorney within two (2) days after the expiration of said period. Time shall be of the essence with respect to the exercise of such cancellation right. If this Contract is so canceled, the Downpayment (less any deductions permitted below) shall be returned to Purchaser and this Contract shall be of no further force and effect except as set forth in Paragraph 20 (relating to brokerage indemnities). Seller agrees to afford Purchaser and its engineer or inspection company reasonable access to the Unit for the aforesaid inspection during normal business hours, upon at least twenty-four (24) hours' notice (which may be oral), and further agrees that if such

access is not promptly afforded, then the time within which said inspection is to be conducted shall be extended accordingly. Purchaser agrees to repair any damage to the Unit caused by such inspection, whether or not Purchaser exercises his or her right to cancel. If any such damage occurs and Purchaser cancels this Contract, Seller may, at his (her) option, deduct the cost of repairing such damage from the Downpayment prior to refunding the Downpayment to Purchaser, and if such cost exceeds the amount of the Downpayment, Purchaser shall pay any deficiency to Seller. If Purchaser fails to exercise Purchaser's right to cancel under this Paragraph, Seller may, at his or her option, either (a) require Purchaser to repair such damage (unless the damage is de minimis), in which event Purchaser shall promptly repair such damage, or (b) elect to have Purchaser take the Unit subject to such damage, or (c) repair the damage (unless the damage is de minimis), in which event Purchaser shall, promptly after receipt of documentation from Seller reasonably evidencing such cost, reimburse Seller for the reasonable cost of repair.

34. Agreement Subject to Mortgage

No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monies deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of the Agreement are and shall be subject and subordinate to the lien of any mortgage heretofore or hereafter made, including, but not limited to, any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring

of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

35. Mortgage Tax Credit

In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the New York Condominium Act, it is specifically understood that such credit shall enure to the benefit to Sponsor. Accordingly, at closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At the Closing of Title, Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

36. Certain References

A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and *vice versa*, unless the context otherwise requires. The terms "herein," "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of the Agreement.

37. Final Inspection of Unit

At least five (5) business days before the Balance is to be paid, Sponsor or Selling Agent shall notify Purchaser that the Unit is ready for final inspection before Closing. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Sponsor or Selling Agent to inspect the Unit during such five (5) business day period. Purchaser or its duly authorized agent shall attend such inspection, accompanied by a representative of Sponsor or Selling Agent, and shall complete, date and sign an inspection report and deliver same to the Sponsor or Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within said five (5) day period or to so sign and deliver a completed inspection report, shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit in the as-built condition existing on the day of Closing. Purchaser is obligated to pay the entire Balance of the Purchase Price, without provision for escrow, notwithstanding Sponsor's obligation to complete or correct the item noted on Purchaser's inspection report. However, nothing herein shall relieve Sponsor of its obligations as set forth in the "Rights and Obligations of Sponsor" Section of the Plan.

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

Sponsor:
SHAO LIN OPERATING LLC

Purchaser(s):

By: _____

L.S.

Name: _____

L.S.

Title: _____

Purchaser(s) Social Security No: _____

LEGAL DESCRIPTION

ALL that certain plot, piece and parcel of land, situate 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 southerly side of West 42nd Street at the center of a party wall distant 396 feet 3 inches westerly from the southwesterly corner of West 42nd Street and 10th Avenue;

RUNNING THENCE southerly parallel with 10th Avenue and part of the way through a party wall, 98 feet 9 inches to the center line of the block between 41st and 42nd Streets;

THENCE westerly along said center line of the block and parallel with West 42nd Street, 19 feet and 7 inches;

THENCE northerly parallel with 10th Avenue, 98 feet 9 inches to the southerly side of West 42nd Street running in part through the center of a party wall of a house and lot adjoining said premises on the west;

THENCE easterly along the southerly side of West 42nd Street, 19 feet 7 inches to the point or place of **BEGINNING**.

TOGETHER WITH the benefit of the Grant of Right and Easement to Maintain an Encroachment on Adjoining Premises made between Federal Express Corporation and Shao Lin Operating LLC, dated December 7, 2007 and recorded February 14, 2008 CRFN 2008000063636.

STORAGE UNIT RIDER TO PURCHASE AGREEMENT

Re: Unit No. ____ ("Unit")
Storage Unit No.: ____ (the "Storage Unit")
Purchaser: _____ ("Purchaser")
The Deuce Condominium (the "Condominium")
534 West 42nd Street
New York, NY 10036 (the "Property")

This Rider (the "Rider") amends and modifies that certain Purchase Agreement (the "Agreement") by and between SHAO LIN OPERATING LLC ("Sponsor") and Purchaser with respect to the above referenced Unit in referenced Condominium.

WITNESSETH:

1. In case of any inconsistencies between any of the terms and conditions of the Purchase Agreement, including any handwritten modifications thereto, and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail. All of the paragraphs and provisions contained in this Rider are incorporated into the Purchase Agreement and made a part thereof with the same force and effect as if therein originally contained.
2. Upon and subject to the terms and conditions set forth in this Rider, Sponsor agrees to sell and grant, and Purchaser agrees to purchase a license to use a storage Unit designated as Storage Unit ____ (the "Storage Unit") simultaneously with the closing of title to the Unit. The license to use the Storage Unit (the "Storage Unit License") shall be substantially in the form set forth in Exhibit M of the Condominium Offering Plan. The Purchase Price for the Storage Unit License is \$ ____ ("Storage Unit Price") which is separate from and in addition to the Purchase Price for the Unit. The Storage Unit Price shall be paid at the closing of title to the Unit by Purchaser delivering a good certified check of Purchaser or official bank check payable to Sponsor or such other party as Sponsor may designate upon not less than two (2) days notice. **At closing, Sponsor shall deliver the original executed License Agreement and Sponsor and Purchaser shall execute and deliver to each other an Assignment and Assumption of License Agreement in the form annexed hereto.** Purchaser shall be responsible for the payment of transfer and other taxes, if any, that are associated with the Storage Unit License.
3. A default by Purchaser under this Rider shall constitute a default under the Purchase Agreement for the Unit and that any other default by Purchaser under the Purchase Agreement for the Unit shall constitute a default under this Rider entitling Sponsor to those remedies as more fully described in the Purchase Agreement and the Plan.
4. Purchaser acknowledges and agrees that the Storage Unit may not be ready for use and/or occupancy at the time of the closing of title to the Unit and that notwithstanding such event, Purchaser shall remain obligated to close title to the Unit and purchase the Storage Unit License. In such event the Storage Unit Price shall be paid to Escrow Agent and Storage Unit License shall be executed at Closing and the Storage Unit Price and Storage Unit License shall

be held in escrow by the Escrow Agent. Upon notification from Sponsor that the Storage Unit is available for use, Escrow Agent shall release the Storage Unit Price to Sponsor with interest earned thereon, if any, and shall deliver Storage Unit License to Purchaser.

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

IN WITNESS WHEREOF, the parties have executed this Rider as of the date written hereinbelow.

DATE: _____

(To be inserted by Sponsor after countersignature by Sponsor)

SPONSOR:
SHAO LIN OPERATING LLC

By: _____
Name:
Title:

PURCHASER:

EXHIBIT B

UNIT OWNER'S POWER OF ATTORNEY

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UNIT OWNER'S POWER OF ATTORNEY

All terms used in this Unit Owner's Power of Attorney that are used (a) in the Declaration establishing a plan for condominium ownership of the premises known both as the Deuce Condominium (the "Condominium") and by the street number 534 West 42nd Street, New York, New York 10036, under Article 9-B of the Real Property Law of the State of New York, dated as of _____, 2008, and recorded in the New York County Office of the Register of the City of New York on _____, 2008, in Reel _____, Page _____ (hereinafter referred to as the "Declaration"), or (b) in the By-Laws of the Condominium (hereinafter referred to as the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____ residing at 534 West 42nd Street, New York, New York 10036, the owner of the Condominium Unit (hereinafter referred to as the "Undersigned's Unit") known as Unit No. _____ at the Deuce Condominium, said Unit being designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot _____ in Block 1070 of Section 49 of Borough of Manhattan on Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of the Condominium ("Floor Plans") filed with that department, (does) (do)* hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners in accordance with the Unit Owners' respective Common Interests, subject to the provisions of the By-Laws then in effect:

1. (a) to acquire any Unit, together with its Appurtenant Interest, who owner elects to surrender the same pursuant to the terms of paragraph (C) of Section 6.2 of the By-laws, (b) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, (c) to acquire a Unit, together with its Appurtenant Interests, for the use and occupancy of a superintendent or otherwise, (d) to acquire or lease a Unit pursuant to the terms of Article 7 of the By-Laws, and (e) to acquire or lease any Unit, together with its Appurtenant Interest, in accordance with Section 2.4(xv) of Article 2 of the By-Laws, all on such terms, including (without limit) price or rental (with respect to any transfer pursuant to the terms of subdivision (b), (c), (d) or (e) of this paragraph) as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorney-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present; and
2. To execute, acknowledge and deliver, and, if necessary, to cause to be recorded in the Office of Register of New York County, (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the Landmarks

Preservation Commission, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (b) any agreement, consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate.

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

The undersigned (does) (do) * hereby irrevocably nominate, constitute and appoint SHAO LIN OPERATING LLC (hereinafter referred to as "Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said Declaration, By-Laws, Rules and Regulations and Floor Plans of the said Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its designee in accordance with Article 12 of the Declaration or (2) shall be required by (a) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a physical modification to the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Sponsor and Sponsor's designee (if any) shall cease to own any of the Units in the Deuce Condominium.

IN WITNESS WHEREOF, the undersigned (has) (have)* executed this Unit Owner's Power of Attorney as of the _____ day _____, 20 ____.

* Delete whichever is inapplicable.

_____, Unit Owner

_____, Unit Owner

STATE OF NEW YORK }
 }
COUNTY OF NEW YORK }

On the ___ day of _____ in the year 20___ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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

STATE OF NEW YORK }
 }
COUNTY OF NEW YORK }

On the ___ day of _____ in the year 20___ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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

EXHIBIT C

CONDOMINIUM UNIT DEED

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**CONDOMINIUM UNIT DEED
THE DEUCE CONDOMINIUM**

THIS INDENTURE, made the _____ day of _____, 20____ by and between SHAO LIN OPERATING LLC, having an address at 2025 Broadway, Suite 21JK, New York, New York 10023 (the "Grantor") and _____ (the "Grantee") having an address at _____.

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 or successors and assigns of the Grantee, forever:

The Condominium Unit (the "Unit") known as Unit No. ___ in the building (the "Building") known as the Deuce Condominium (the "Condominium") and by the street number 534 West 42nd Street, City of New York, County New York, State of New York, said Unit being designated and described as Unit No. ___ in a certain declaration dated _____, 2007, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), establishing a plan for condominium ownership of the Building and the land (the "Land") upon which the Building is situated (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 New York County Clerk's Office on _____, 2007, in Reel ___, Page ___, (which declaration is hereinafter referred to as the "Declaration"). Being part of the same premises conveyed to the Grantor from ___ by deed ___ and recorded on ___ in Reel ___, Page ___. This Unit is also designated as Lot ___, Block ___ of Section ___ on the Tax Map of New York County and on the Floor Plans of the Building, certified by _____, Architects, on _____, 2007 and filed with the Real Property Assessment Department of the City of New York on _____, 2007, as Condominium Plan No. ___, and also filed in the City Register's Office on _____, 2007, as Map No. ___.

Together with an undivided _____% interest in Common Elements (as such term is defined in the Declaration);

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of the Deuce Condominium, as the same may be amended from time to time (the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreement, covenants, easements, restrictions, consents and other matters of record as pertaining to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the 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 Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are sufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or in the By-Laws, the Unit is intended for **residential use only**.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatsoever, except as set forth in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws). This covenant is for the personal benefit of Grantee only and cannot be assigned to, or exercised by, or inure to the benefit of any one else, including (without limitation) any insurer of Grantee's title or any successor of Grantee's interest.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the costs of the improvements at the Unit and will apply the same first to the payment of the costs of such improvements before using any part of the same for any other purpose.

Grantee has examined the Unit and is purchasing the same in its existing condition. The Unit is to be used for residential purposes pursuant to all related zoning rules and regulations.

By executing this Deed, the Grantee accepts and ratifies the provisions of the Declaration and the By-Laws and the Rules and Regulations of the Condominium recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof, as the same may be amended from time to time by instruments recorded in the City Register's Office.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

All capitalized terms used herein which are not separately defined herein shall have all the meanings given to those terms in the Declaration or the By-Laws of the Condominium.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

GRANTOR: _____

By: _____
Name: Gary Schaeffer
Title: President

GRANTEE: _____

STATE OF NEW YORK }
 } ss:
COUNTY OF NEW YORK }

On the ___ day of _____ in the year 20___ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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

STATE OF NEW YORK }
 } ss:
COUNTY OF NEW YORK }

On the ___ day of _____ in the year 20___ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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

EXHIBIT D**DESCRIPTION OF PROPERTY AND SPECIFICATIONS
OR BUILDING CONDITION**

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BRIAN E. BOYLE, AIA

75 Spring Street 6th Floor
 New York, NY 10012
 212.334.7402
 Fax 212.334.6112

February 22, 2008

Property Description

Introduction: The purpose of this report is to provide the information required for an offering plan for a new condominium building. The format utilized is based on the legal requirements that govern this type of project.

Exclusions and Limitations:

- The contents of this report reflect the Architect's professional opinion based on experience and training. Building codes are subject to interpretation by the person, firm, or agency using the Code; Differences of interpretation may occur. The Architect does not represent or guarantee that the Architect's interpretation will be the same as the relevant agency's interpretation.
- This report is not intended as an instrument to determine the value of the property nor is it intended to make any representation with regard to the advisability of a purchase.
- The report is not intended as a guarantee or warranty of the property and/or contained equipment or its fitness for use.

Location of Property:

Address: 534 West 42nd Street, New York, NY 10036

Block/Lot Number: Block 1070 Lot 49

Zoning District: C6-4 as indicated on Map 8d of the Zoning Resolution of the City of New York
 Site is in the Perimeter Area of the Special Clinton District as defined in Article IX of the Zoning Resolution of the City of New York

Community District: 4

Use Group: Cellar Mechanical, Accessory to Use Group 2

First Floor Use Group 6C, egress, and Lobby accessory to Use Group 2

Floors 2– 9 Use Group 2, Residential

Permissible Use: An easement has been granted by FedEx Corporation, owner of the property to the west, as the former and current building encroach on their property by 7" +/-.

Handicap Accessibility: The building complies with Local Law 58 and the American with Disabilities Act Accessibility Guidelines.

Construction Status:

Class of Construction: Non-combustible class 1-C, 2-hr. protected structure fully sprinklered throughout. See the engineer's report below by M. A. Rubiano, P.C., for a full description of the sprinkler system.

Occupancy Group: J-2

Cert. of Occupancy: Certificate of Occupancy will be issued after construction is complete. The sponsor will obtain, at a minimum, a temporary Certificate of Occupancy by the NYC Department of Buildings prior to the first closing.

Building Permit: A Type II permit has been issued for demolition, #104241562. Approval from the NYC Department of Buildings has been received (Type I permit #104032949). The project is currently under review by the NYC Department of Buildings for a New Building permit.

Completion: Completion of construction is scheduled for September 30, 2008

Site Description:

General: The building site is located on 42nd Street west of Times Square. It was formerly occupied by a three story rowhouse type building of brick and brownstone, with a brick addition on the rear.

Site: Block 1070 Lot 49 is a rectangular site described as follows:
 Beginning at a point on the southerly line of West 42nd Street, distant 384 feet 2 inches easterly from the corner formed by the intersection of the easterly line of Eleventh Avenue and the southerly line of 42nd Street; Running thence easterly along the said southerly line of 42nd Street, 19 feet 7 inches, to a point; Thence southerly at right angles to the preceding course, and parallel to Eleventh Avenue, 98 feet 9 inches to a point; Thence westerly at right angles to the preceding course, and parallel to 42nd Street, 19 feet 7 inches to a point; Thence northerly at right angle angles to the preceding course, 98 feet 9 inches to the southerly line of West 42nd Street, the point or place of beginning.

Catch Basin: There is no catch basin on the site. Existing catch basins at intersections of 42nd Street capture storm water and divert it to the City storm water disposal system located in the street.

Lighting: Street Lighting is existing and maintained by N.Y.C. Department of Highway Traffic and Lighting.

Landscaping: There are no landscaping elements or ground level plantings on the site.

Road and Sidewalk: West 42nd Street is an asphaltic roadway and the sidewalk is concrete with steel faced curbs. The sidewalk on the north side of the site will be new.

Yards and Courts: There is an existing 4'-1" rear yard which will be maintained. It will be gravel covered and have an area drain to the storm sewer. There will be some common mechanical equipment located in the rear yard. On the first floor the remainder of the required rear yard setback is occupied by a one story structure, the roof of which will be an outdoor terrace dedicated to the second floor unit.

Utilities:
Water: New York City – Public Utility, metered collectively
Sewer: New York City, Department of Environmental Protection – Public Utility, unmetered
Electricity: Consolidated Edison, Regulated Company, metered for common areas and individually for each residential unit.
Gas: Consolidated Edison, Regulated Company, metered collectively
Telephone: Verizon, Regulated Company
Refuse Removal: New York City Department of Sanitation
Cable Television: Time Warner

Sub-Soil Conditions: A geotechnical investigation was performed to obtain subsurface data for the design of the new foundation. The report indicated bedrock exists at a depth of between 20 and 28 feet below the level of the existing cellar floor slab, and the soil between the cellar slab and bedrock consists of loose sandy fill, estuarine deposit, and glacial deposit. A copy of the report is attached.

The Foundation - Mini caissons have been drilled into bedrock. They are covered with cast concrete pile caps and strap beams. The foundation rests on the pile caps and is cast in place concrete with an interior applied crystalline waterproof coating.

Landscaping: There is one existing tree in a sidewalk tree well at the front of the building.

Building Size: Total Height - The overall building height is 105'-2" above mean curb, the main roof is 96'-2" above mean curb.

Proximity to Other Structures - The building is separated from a building owned by Con Ed to the east by a minimum of 2". It is separated from a masonry wall on the property line to the south by 4'-1", and there is not building to the west.

Cellar - There is a cellar the full footprint of the building containing mechanical spaces in the front, and storage rooms for the residential owners in the rear. Above these store rooms is a mechanical chase space which is approximately 3 feet tall.

Number of Floors – The building will be nine stories above the street level, with a cellar. There is no cornice on the building.

Equipment Rooms – In the cellar are: Boiler Room, Electric Meter Room, Gas and Water Meter Room, Fire Pump Room, Laundry Area, and Elevator Machine Room.

Parapets - Extend 42" above the roof paving.

Structural System: The proposed building is a new 9-story structure with a full cellar, approximately 100' high to the roof level. The structure has an earthquake-resistant cast-in-place concrete floor slabs and structural frame with infill of concrete masonry units (C.M.U.), all supported on mini caissons and reinforced concrete foundation. The one story section at the rear of the building has solid brick walls that were existing construction. The two buildings are pinned together in a manner that will allow them to move independent of each other. The exterior shell of the front 9-story portion of the building has exposed cast concrete frame and C.M.U. with metal frame doors and horizontal sliding double glass acoustical windows. The first floor has commercial space toward the street. The second floor has a terrace on the roof of the rear one-story building with dedicated use for the second floor unit. Floors 3 through 9 have balconies facing the rear. Floors 8 and 9 are setback at the front of the building forming a terrace at the 8th floor level, for the sole use of the duplex unit. The roof of the building has a terrace at the rear for the sole use of the duplex unit, and mechanical equipment and stair and elevator bulkheads in the center with open common space toward the front.

Exterior: Walls – The structural frame of the building will be cast in place architectural concrete with a smooth exterior finish and reveals creating a pattern on the face of the concrete. In between the frame will be concrete masonry units as infill. Both frame and infill will be backed up on the interior with metal frame interior walls. Within 6 months of the construction reaching the 7th floor, a professional engineer or architect will file the first Local Law 11/1998 report with the City of New York. Then commences the required 5 year cycle, every 5 years a new report will need to be filed with the city.

Windows and Exterior doors – All windows are thermally broken clear anodized aluminum windows in a horizontal sliding configuration. Windows are as manufactured by St. Cloud windows, and are from their Acoustical Series. They have a 7" deep frame and the windows have interior and exterior glass units separated by an air space to provide high sound attenuation.

There are fixed lot line windows on the east façade, which are protected by sprinklers as per New York City Building Code. These windows are not counted in calculations of required legal light and air requirements. Being lot line windows, in the event that new construction takes place east of the site, these windows may be blocked and have to be infilled with masonry.

Landmark Status – This building is not a landmark building and is not located in a landmark district.

Parapets: Parapets are extensions of the exterior concrete wall construction on the main roof. On the second floor terrace they are existing and/or new brick with stucco finish on the inside face, and have cast stone copings.

Chimneys: There is a metal boiler flue that exits the rear of the building on the first floor. There are no fireplaces.

Terraces & Balconies: The roof over the rear cellar/mechanical level will be a dedicated terrace accessed from the second floor residential unit. There is a setback terrace in the front of the eighth floor dedicated to the duplex unit. There is a roof terrace at the south end of the main roof, dedicated to the eighth/ninth floor duplex unit. It is separated from the remaining roof by a metal fence with a gate. This remaining portion of roof is partly occupied by mechanical equipment, and partly left available for common use.

Traffic Surface Finish: Finish walking surface on roof three terraces will be precast concrete pavers on pedestals to provide a level surface and proper drainage. Balconies are

provided at the rear of the third through ninth floors, these will have a Urethane based traffic surface with a sand finish.

Exterior Entrances: Railings - Terraces have parapet enclosures and balconies have 42" high metal railings. Doors and Frames - There are separate aluminum and insulated glass entrances into the residential elevator lobby, and the retail space, as well as the second residential egress door.

The residential entrance has an airlock vestibule with access security through a combined video/intercom system. Door locks are electrically operated and interface with the security system.

Vestibule Doors – Are aluminum and single pane glass doors similar to the entrances.

Entrance and Security System – There will be an entrance call station on the front of the building to alert unit owner of guest arrivals. This station will include a video camera which can be viewed at individual intercom stations in each of the residential units. Intercom stations also include a handset to speak to guest at the exterior door and a release for the entry doors. The system will also include card reader access for the outer and inner entrance doors to the residential lobby for residential owners. There will be additional video cameras in the interior lobby, the elevator, and the laundry room in the cellar. These can all be viewed from intercom stations in the residential units. The entire system is as supplied by Siedle from their iDor series of products. In each apartment will be a Deluxe iDor video intercom station.

Mailboxes – There are metal front loading mailboxes approved for use by the U.S.P.S. for the residential tenants of the building in the airlock vestibule.

Public Lighting – There will be two exterior lights on the front face of the building, 48" tall Aliante Exterior Scones from Ivalo Lighting. Lobby lighting will be recessed lighting by RSA Lighting #QCT-2075WH-QCT900 and #QCT-1975WH/QCT900. Lighting in egress stair will be #2050-14-226-WA-EMB by Brownlee lighting.

Service Entrance: There is no dedicated service entrance or service elevator.

Roof and Roof Structures:

Roofing - The resin based roof membrane throughout the project is a 20 year guaranteed product from Kemper Systems, Inc. (MEA # 39-93-M Vols 2 + 3) with a 5 year installation guaranty from the installer. It is a two component unsaturated polyester resin and polyester fleece product over tapered concrete slab, sloped to roof drains. Roof insulation is rigid board type with a minimum thickness of 1" yielding an average R-value of 5. The surface of the roof is covered in cast concrete roof pavers on pedestals creating a level surface.

Parapet walls protect all around the ninth floor roof, and 42" high brick parapets protect the terrace on the second floor rear terrace at the south side of the building. There is an asphalt shingle roof covering the rear 6'-0" full width at the cellar level. These are shingles by CertainTeed with a 30 year warranty. Flashing is a resin based flashing, and counter flashing is copper metal, or alloy copper (zinc coated) metal flashing.

Drains, gutters and leaders – Scuppers and leaders conduct water from the bulkhead roof onto the ninth floor roof. Ninth floor roof water is collected through three area drains into internal leaders dedicated to storm water. The eighth floor terrace as well as the second floor terrace, and all the rear balconies have roof drains connected to these internal leaders. The storm drain water is conducted through its own piping to the front wall of the cellar where it is joined to the sanitary waste line before exiting the building. The 6' section of asphalt shingle roof at the rear of the first floor has a metal gutter and leader directed into the storm drainage system.

Skylights – There is a metal and glass skylight over each of the two egress stairs as per Multiple Dwelling Law and NYC code, and a metal and glass skylight over the interior convenience stair that provides private access to the roof for the duplex apartment.

Bulkheads – There are two bulkheads on the roof, one contains both exist stairs, which are in a scissors configuration, and the top of the elevator shaft. The other contains a convenience stair from the duplex unit to a private roof terrace. These bulkheads are cast

in place concrete construction. Their roofing is resin roofing as described above with loose stone ballast instead of pavers.

Metalwork at Roof Level – There is a metal access ladder from the finish roof surface to the door at the elevator penthouse for service use. There is also a painted open grate metal fence with gate separating the private duplex roof area from the common area.

Equipment – There are two ventilating fans that serve bathrooms, one fan serving all kitchens, one fan serving all dryers (except the duplex), and two condensers serving the duplex unit.

Fire Escapes: Interior Stairs – There are two interior fire stairs, in a scissors configuration on the west wall of the building, serving all floors. These exit through separate doors at street level on the north side of the building.

Floors Served – Cellar through Roof

Materials – The stairs are concrete filled painted steel pan stairs with painted steel handrails. Handrails are anchored to the cast concrete and/or gypsum board walls and are painted steel.

Yards and Courts: There is a courtyard at the rear of the property, 4 feet deep by the full width of the property. It has a concrete surface with one area drain which is piped into the storm drainage system. It is accessed through a metal door from the cellar, and is used as the location for air conditioning condensers for the cellar and first floor.

Interior Stairs: There is one interior convenience stair in the duplex unit, connecting the eighth floor, to the ninth floor and to the roof terrace. This stair will be steel construction with an open stringer design, open risers and wood finish on the treads. It will have painted metal handrails and straight metal balusters and guardrails at the stair openings on the ninth floor.

Interior Doors And Frames: Entrance Doors – Entry to residential units is directly from the elevator, which has a 1-1/2 hour rated sliding painted metal elevator door in painted metal frame.

Stairwell Doors and Frames – All stairwell doors and frames are painted hollow metal with 1-1/2 hour rating.

Interior Doors and Frames – All interior doors in the apartments will be flush wood doors in hollow metal frames, painted finish on both

Roof and Cellar Doors and Frames – Doors from stairs to roof, and from roof to elevator mechanical penthouse and all cellar doors to rooms, are painted hollow metal doors in painted hollow metal frames.

Elevator: There is one traction type elevator serving the building, from cellar to ninth floor. Freight will be handled in the passenger elevator. The elevator opens directly into units on floors two through eight, with keyed access, and into a common vestibule on the ninth floor to allow access to the roof through the fire stair. The interior finish will be metal panels with stone tile flooring. The elevator equipment will be as manufactured by Hollister-Whitney with a custom cab as noted above manufactured by Columbia Elevator Products. It will come equipped with a #54 O.D. basement set traction motor.. The elevator has a capacity of 2000 lbs and a travel speed of 200 feet per minute. The safety system includes #480 Type 'B' flexible guide clamps, and a phone in the cab.

Auxiliary Facilities: Laundry Facilities – In the cellar there will be a laundry facility including one coin operated washing machine, Frigidaire Model #FCCW3000FS, and one coin operated dryer, Frigidaire Model #FCGD3000ES. Also included will be a utility sink in a separate location, also intended for building maintenance use. Dryer exhaust is through rigid metal duct with in-line assist blower, to the rear yard.

Refuse Disposal – Refuse may be left by the condo owners in a refuse storage room in the cellar. It is to be set at the curb for municipal collection on days designated by the City of New York by the building superintendent. There is a separate room for waste to be recycled. There is no refuse compaction or incineration on the property. Containers for refuse to storage until time of collection to be provided by the Board of Managers.

Storage Lockers – Each residential unit will have access to a locked storage room in the basement of approximately 50 gross square feet.

Information below as provided by M. A. Rubiano, P.C. Consulting Engineer.

Plumbing & Drainage:

Water Supply - To the building is supplied by a new 6" combined water service to serve the fire protection and the domestic water service. The domestic water service is protected by a 2½" double check valve, the fire service is 6" and protected by a double check detector valve assembly, as required by EPA. Water consumption is measured by the use of a New York City approved meter. The water usage charges will be included in the common service charges.

Fire Protection System - The building is protected by a system of sprinklers consisting of a fire pump manufactured by Peerless Co. model 4x4x8A-PV, with a capacity of 500 GPM at 207 ft of pressure with a 40 HP motor. The pump raises the pressure to the code mandated pressures. A jockey pump maintains the pressure in the system without use of the main fire pump. The jockey pump is manufactured by Peerless Co. model BR-2-40. The sprinkler protection covers the entire building except bathrooms and small closets as permitted by the NYC Code. The sprinkler system is combined with the standpipe system in the main stair with hoses at the basement and first floors and hose valves at the other floors. There is also a roof manifold as required by code and a box with wrenches and hoses located in the first floor. There is a Siamese connection on the front of the building.

The sprinkler system is supervised by a sprinkler and smoke detectors alarm system connected to a central station that contacts the fire department in the event of an emergency.

Water Storage Tank – There are no water storage tanks in his project.

Water Pressure - Available water pressure from the street main is about 51 PSIG. Due to requirements of EPA, a DCV assembly is required. It reduces the water pressure available by about 8 to 10 pounds. Thus a water booster pump is needed to supply adequate pressure to the top floor. The pump is manufactured by Federal Pump Corp. Model SP-4030-2 with a cushion tank, pressure reducing valve, and controls. The capacity of the pump system is 40 GPM at 70 Ft of developed pressure with (2) 1½ HP motors.

Sanitary Drainage System - The system consists of cast iron piping with neoprene gaskets and mechanical joints for the waste, soil, and vent piping above ground. Bell and spigot piping is used below the floor. The sanitary piping connects to the city sewer system via a house trap with fresh air inlet grille. Storm piping is also cast iron, similar to the sanitary piping and connects to the sanitary with a running trap. The combined sanitary and storm system connects to a combined system in 42nd Street. There are no sewage ejectors but there are two sump pumps. One pump is for the elevator pit and the other sump pump for fixtures below the sewer line. The pumps are manufactured by Federal Pump Co. models 1 1/2-P-1/3-4, each with a capacity of 30 GPM at 17 head of lift. Domestic water piping is made of copper tubing with soldered joints. Both cold water and hot water are insulated. Domestic water as mentioned before is supplied by the city and the building distribution system connects to the city main via backflow preventors and city-approved meters.

Storm Drainage System - The building has internal leader to pick up the storm water from the roof of the building by means of roof drains. The upper roofs of the stair and elevator bulkheads are drained to the main roof by means of downspouts.

Heating:

Central gas fired boilers supply heat to the entire building using baseboard radiation to distribute heat to the various areas. They also connect to the water heater to supply domestic hot water to the building. The boilers are located in the basement of the building. The boilers are manufactured by Laars Co., Summit Model SMB250, M.E.A. # 179-97-E VOL. IV. They consist of three modules with a capacity of 250 MBH each and a combined input of 750 MBH. The combined output is 694 MBH. The boilers provide heat to the space and to the domestic water heater. The boilers connect to gas piping and they are vented to the exterior at the back of the building. The heating charges are part of the house gas meter; charges for heating are part of the common charges.

A central domestic water heater will supply hot water to each apartment. The heater is manufactured by Turbomax Model Turbomax 45 with 500 gallons of storage capacity and 460 GPH of recovery at 100 degrees F rise. Charges for heating of domestic water are measured by the house gas meter and the charges included in the common charges. Hot water is re-circulated throughout the building by means of a return pipe and a circulating pump manufactured by Bell & Gossett Model Little Red pump with a capacity of 5 GPM at 15 Ft of developed pressure. Pump uses a 1/6 HP motor.

Gas Supply: Consolidated Edison, the utility company, provides gas service to the building. A new 3" gas service connects to the street main and to the distribution system of the building with meters to measure consumption by each user. Gas is used to fire the boilers for space heating and domestic water heaters; it is also used for cooking, and for the gas dryers in the laundry area of the basement. There are two gas meters in the building. Gas usage is part of the common charges. Gas usage for the dryers will be part of a concession where users will pay for the use of the dryers and the monies will be reimbursed to pay for the utility costs.

Air Conditioning: The building is supplied by a combination of thru-the-wall air conditioners at the north and south side of the building and split systems. The typical apartment will have two thru-the-wall units with a combined capacity of 2.25 tons of air conditioning and a central unit located in the ceiling of the central area of the apartment with a condensing unit at the exterior wall. The duplex apartment will have the condensing units located on the roof. Split systems provide cooling to the common lobby, for the laundry area in the basement, and for the small commercial space in the first floor. A small split system provides cooling for the elevator machine room and for the trash room area.

The cost of electrical for running the thru-the-wall units and the apartments split systems will be paid by each apartment owner thru their electric meters; the cost of running the split systems for the lobby area, the laundry, and the split system for the elevator and trash rooms, will be part of the common charges.

The systems are designed to maintain at least the temperatures required by the New York State Energy Code. Design inside conditions are 72 degrees F for heating, and 78 degrees F for cooling, when the outside air temperatures are 15 degrees F for winter and 89 degrees F dry bulb and 73 degrees F wet bulb in summer.

Ventilation: Most of the bathrooms and kitchens do not have natural ventilation provided by windows. All the kitchens will have ventilation provided by means of local fans controlled by local switches and connected to a central exhaust duct terminating at the roof. The kitchen exhaust fan is manufactured by Greenheck model CUE-181. Bathrooms without windows will be vented to central exhaust ducts connected to roof exhaust fans. The toilets are ventilated by two roof fans manufactured by Greenheck models GB-081. There are provisions made for future dryer exhaust with a roof fan manufactured by Greenheck model GB-081.

The cost of electrical for running the thru-the-wall units and the apartments split systems will be paid by each apartment owner thru their electric meters; the cost of running the split systems for the lobby area, the laundry, and the split system for the elevator and trash rooms, will be part of the common charges.

The systems are designed to maintain at least the temperatures required by the New York State Energy Code. Design inside conditions are 72 degrees F for heating, and 78 degrees F for cooling, when the outside air temperatures are 15 degrees F for winter and 89 degrees F dry bulb and 73 degrees F wet bulb in summer.

Electrical System: 208 Volt, 3 phase, 60 cycles, 4 wire electric service is supplied by the utility company to a service end box. The house service consists of two switches connected to a single meter. One 600 Amp switch, three phase, fused at 500 Amps, to power the elevator, the chiller, boiler, pumps and related equipment for cooling and space heating, and the public lighting. The second switch powers the fire pump and jockey pump. Each apartment, except 8/9 floors apartment, has a 125 Amp circuit breaker at the meter bank, the feed is single phase, 3-wire connected to a panel. The 8/9 floors apartment has a separate meter connected to a 200 Amps disconnect switch, three (3) phase, 4-wire, fused at 125 Amps. It is connected to

the apartment panel. The tenant space at the first floor has a 60 Amps panel, single-phase, 3-wire. There are 10 meters, one for each apartment plus the house meter. The charges for the house are part of the common charges.

End of M. A. Rubiano, P.C. supplied information.

Facilities Summary:

The building has a single one-bedroom apartment with one and a half bathrooms on each of floors two through seven, and a duplex unit with two bedrooms and two and a half bathrooms, on the eighth and ninth floors. The bathrooms will have high-end fittings and finishes, as will the powder rooms. The kitchens will be furnished with cabinets by Pedini with a plastic laminate finish on the exterior. Kitchens will be provided with sink and faucet, dishwasher, gas range, refrigerator/freezer and mechanical ventilation. There is a closet in the kitchen area that can be used for pantry storage, or has hook-ups for washer and dryer. Washer and dryers are not supplied on the second through 7th floors. Space allows for European style stacking washer and dryer; 24" wide; electric dryer. Connection is provided for dryer exhaust to the roof.

Building services include a gas-fired boiler for heat and hot water shared between the apartment units, the retail unit, and common facilities. Heating will be provided through perimeter fin-tube hot water radiation. Air conditioning will be provided by through wall units in the front and rear of the building. In addition there will be a through wall condenser at the front of each unit connected to an air handler in the ceiling of the kitchen or stair hall to cool the central spaces. Condensers for the two duplex floors will be on the main roof. See mechanical engineer's report (above) for further description of heating and air conditioning systems. The building is fully sprinklered. Wiring for voice and data connections are provided throughout each apartment.

The apartment elevator lobby is accessed at street level on 42nd Street. The lobby has stone floor tile and plaster on concrete masonry and/or gypsum board walls and ceiling.

Emergency lighting is provided throughout the fire stair and egress halls to allow for safe egress.

Unit Information:

See above for partial description. Interior surface of exterior walls, and all interior partitions are finished with painted gypsum wallboard over metal studs. Exterior wall to include a combination of fiberglass and rigid foam insulation. Floors are hardwood on a resilient membrane to reduce sound transmission between floors. Ceilings are either plaster on concrete slab or hung gypsum board, and there will be gypsum board soffits to conceal mechanical and other piping runs.

The following is a schedule of the sellable areas for each of the residential units, see also floor plans attached herein:

Unit	Interior Square Footage	Exterior S.F.	Storage S.F.	Total
2 nd Flr.	1,148	405	50	1,603 s.f.
3 rd Flr.	1,148	57	50	1,255 s.f.
4 th Flr.	1,148	57	50	1,255 s.f.
5 th Flr.	1,148	57	50	1,255 s.f.
6 th Flr.	1,148	57	50	1,255 s.f.
7 th Flr.	1,148	57	50	1,255 s.f.
8 th / 9 th Flrs.	2,157	579	58	2,794 s.f.

Areas are approximate. Interior areas are the gross area (from the outside face of the building) less the elevator and stair interiors. Exterior areas are from the outside face of building to the outer edges of the balcony or roof spaces. Storage rooms are from center of wall to exterior face of building.

Finishes for Typ.

Residential Unit:	Space	Floor	Walls	Base	Ceiling
	Foyer	Wood	Paint	Ptd. Wood	Paint
	Powder Room	Ceramic or Stone Tile	Paint	Ptd. Wood	Paint
	Living/Dining	Wood	Paint	Ptd. Wood	Paint

Kitchen	Wood	Paint	Ptd. Wood	Paint
Hall	Wood	Paint	Ptd. Wood	Paint
Bedroom	Wood	Paint	Ptd. Wood	Paint
Bathroom	Ceramic or Stone Tile	Paint and Tile	Stone	Paint
Closets	Wood	Paint	Ptd. Wood	Paint
Stairs (Convenience)	Wood + Steel			
Stairs (Egress)	Cement	Paint and Raw Concrete	None	Paint

Bathroom and Kitchen Fixtures:

Full Bathrooms:	Tub:	Zuma, White 32" X 60"	or of equivalent or better quality
	Tub Set:	DaVinci Series Thermostatic valve	or of equivalent or better quality
		From AF Supply, Pol. Chrome	
	Lavatory:	Kohler Ladena undermount, white 21" X 14" O.A.	or of equivalent or better quality
	Lav. Set:	DaVinci Series 3 hole Lav Faucet, AF Supply, Pol. Chrome	or of equivalent or better quality
	Countertop:	Stone Countertop	or man-made Quartz product
	Base Cabinet:	Custom Wood Cabinet	
	Toilet:	Duravit – Stark 2, white	or of equivalent or better quality
	Accessories:	DaVinci Series from AF Supply, Pol. Chrome	or of equivalent or better quality
	Medicine Cab:	Robern 16" X 30"	or of equivalent or better quality
Powder Room:	Lavatory:	Duravit Vero Washbasin, White	or of equivalent or better quality
	Lav. Set:	DaVinci Series 3 hole Lav Faucet, AF Supply, Pol. Chrome	or of equivalent or better quality
	Toilet:	Duravit – Stark 2, white	or of equivalent or better quality
Kitchen:	Sink:	Blanco – Model 512-749, Stainless	or of equivalent or better quality
Appliances:	Faucet:	Hansgrohe – Model 06694XX0	or of equivalent or better quality
	Cooktop:	G.E. Monogram	or of equivalent or better quality
		ZGU384NSMSS, Stainless Steel	
	Hood:	G.E. Monogram	or of equivalent or better quality
	Ref./Freezer:	ZV800SJ/BJ – Stainless Steel	or of equivalent or better quality
		G.E. Monogram	or of equivalent or better quality
	Double Oven:	ZICP360S – Stainless Steel	or of equivalent or better quality
		G.E. Monogram	
	Dishwasher:	ZET2SL – Stainless Steel	or of equivalent or better quality
	Washer:	Bosch – SHV46C13UC, Integrated	or of equivalent or better quality
		Frigidaire	Duplex only
	Dryer:	FTF2140E – White	or of equivalent or better quality
		Frigidaire	Duplex only
		FQG1442E - White	

General Common

Elements: The following is a list of general common elements:

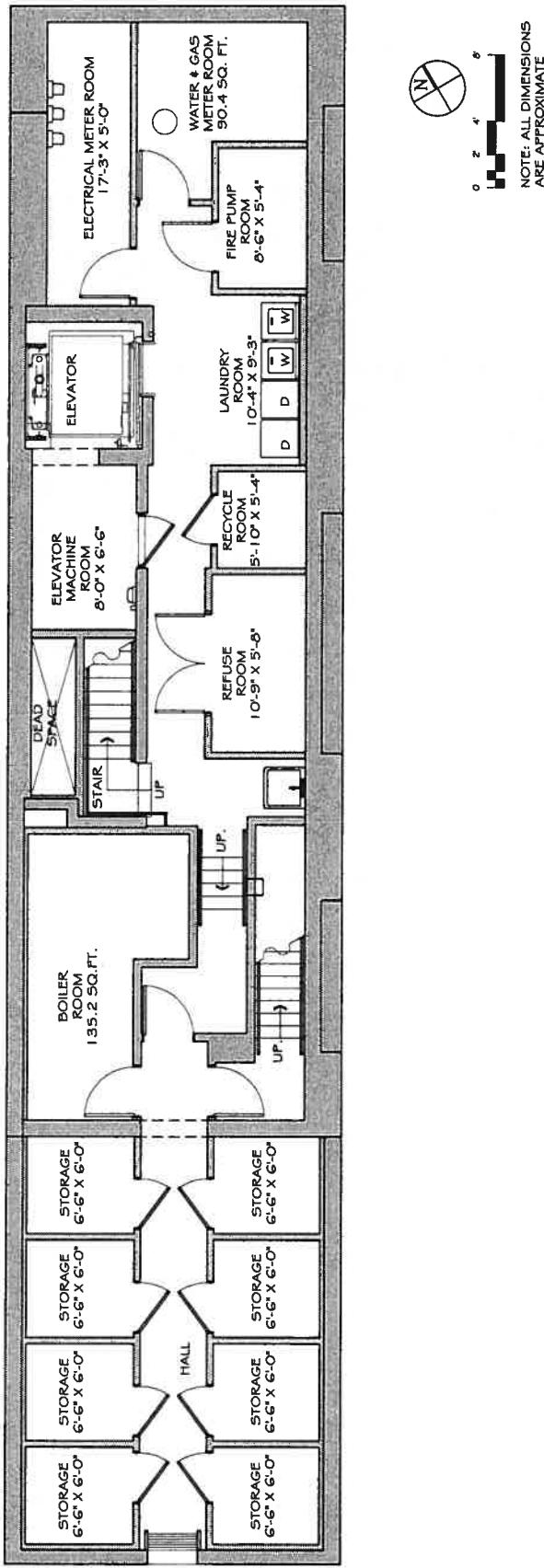
- A. Electric Meter Room
- B. Water and Gas Meter Room
- C. Fire Pump Room
- D. Cellar Laundry Room
- E. Recycle Room
- F. Refuse Room
- G. Boiler Room

- H. Cellar Corridors and Stairs
- I. Vestibule
- J. Lobby
- K. Egress Hall
- L. Exit Stairs
- M. Elevator
- N. That portion of the roof not dedicated to duplex terrace
- O. Lighting, Heating, Air Conditioning and/or Plumbing in all common element spaces

Safety Devices: Each residential unit will be provided with smoke/carbon monoxide detectors; BRK First Alert Model SC9120B.

Additional

Information: On the rear portion of the building, the pre-existing brick section: one half story of brick wall, roof framing and material, finish floor material, mechanical equipment, and stair bulkhead were all removed. A concrete deck on steel beams, with concrete pavers was added. It is the opinion of the structural and geotechnical consulting engineers that the new load is the same or less than the former loads, therefore no remedial foundation work was required for the existing rear addition.



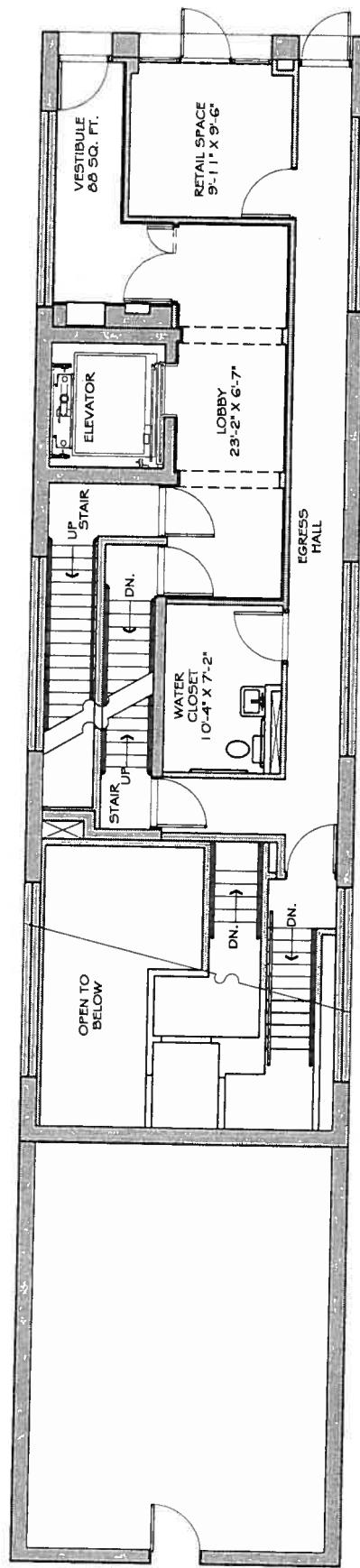
Project:

The Deuce Condominium
534 W. 42nd Street
New York, NY 10036

CELLAR / BASEMENT PLAN

Architect:

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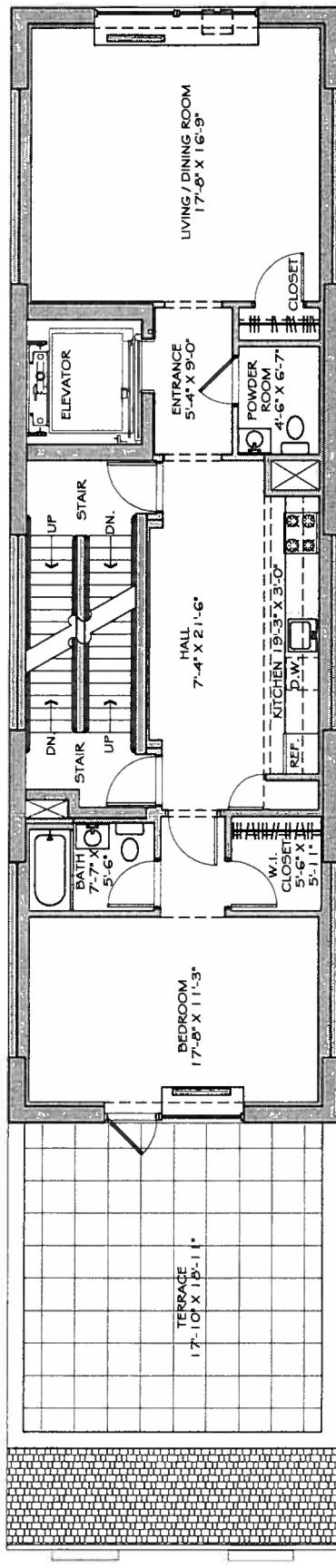
NOTE: ALL DIMENSIONS
ARE APPROXIMATE

Architect:

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FIRST FLOOR PLAN

Project:
The Deuce Condominium
534 W. 42nd Street
New York, NY 10036



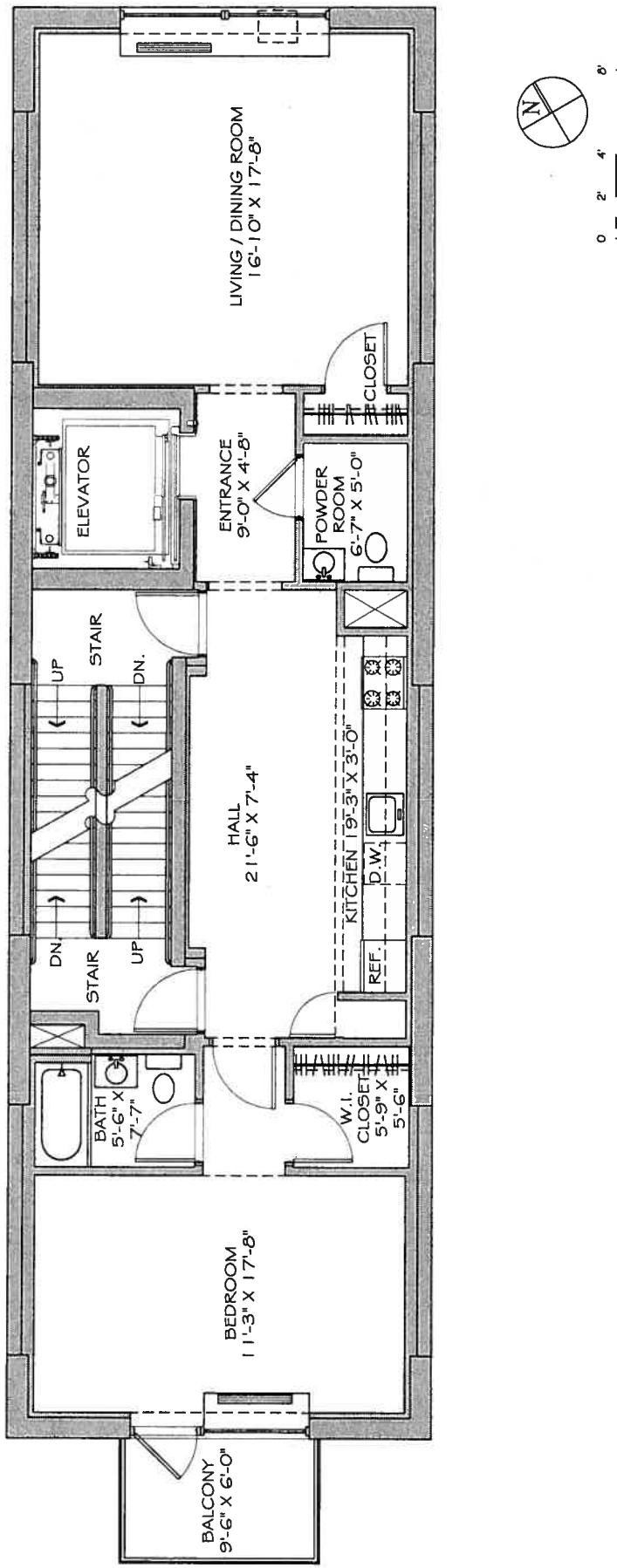
Architect:

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SECOND FLOOR PLAN

Project:

The Deuce Condominium
534 W. 42nd Street
New York, NY 10036



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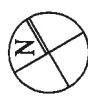
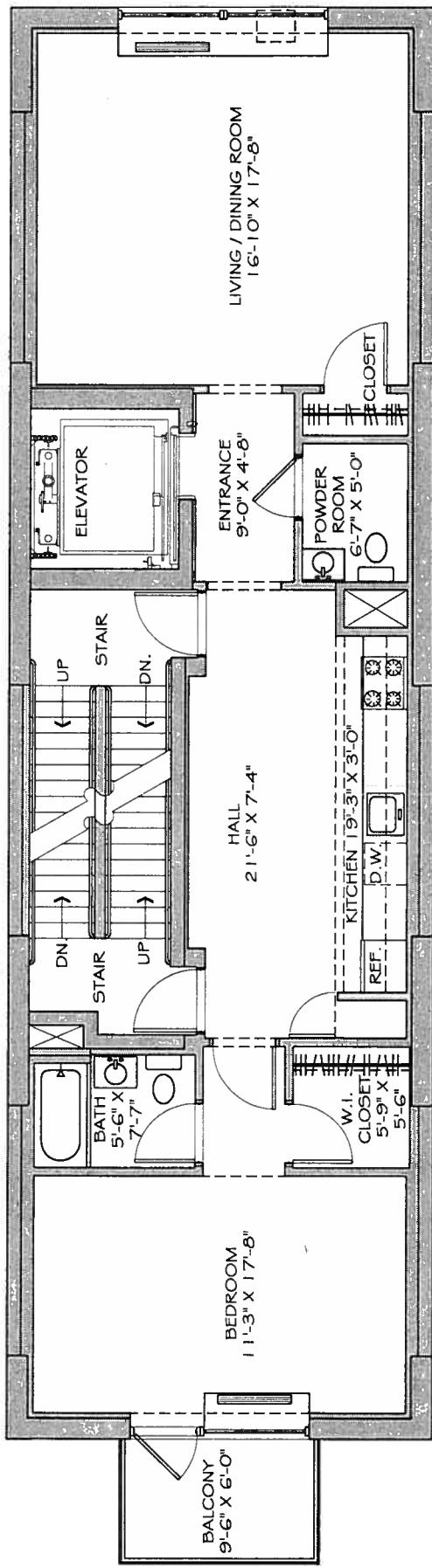


Architect:

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THIRD FLOOR PLAN

Project:
The Deuce Condominium
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New York, NY 10036



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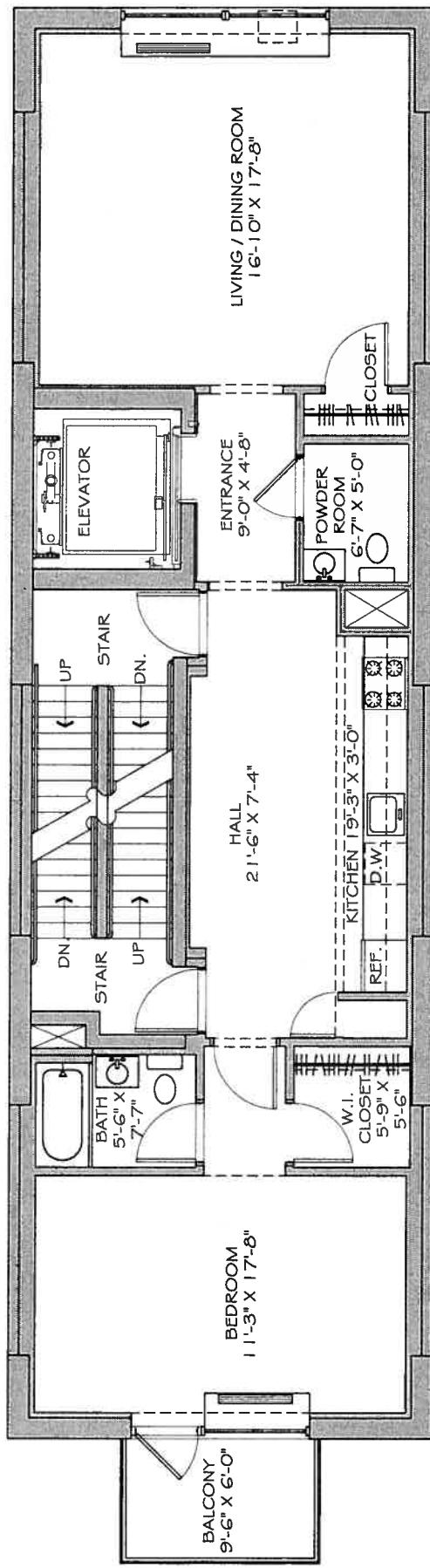
Architect:

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FOURTH FLOOR PLAN

Project:

The Deuce Condominium
534 W. 42nd Street
New York, NY 10036



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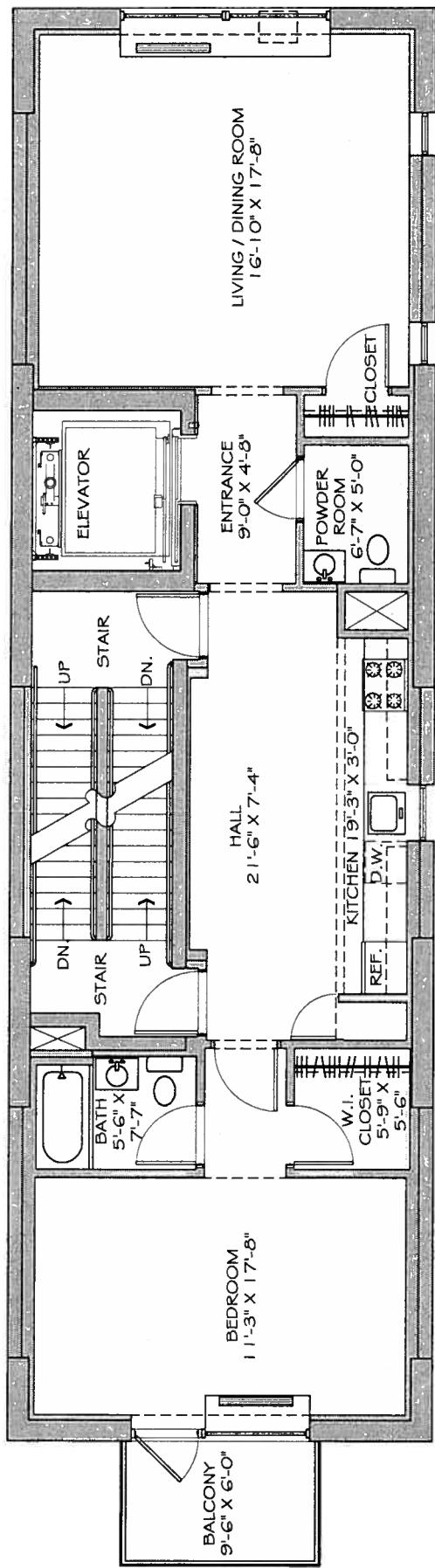
Architect:

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FIFTH FLOOR PLAN

Project:

The Deuce Condominium
534 W. 42nd Street
New York, NY 10036

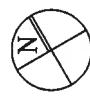
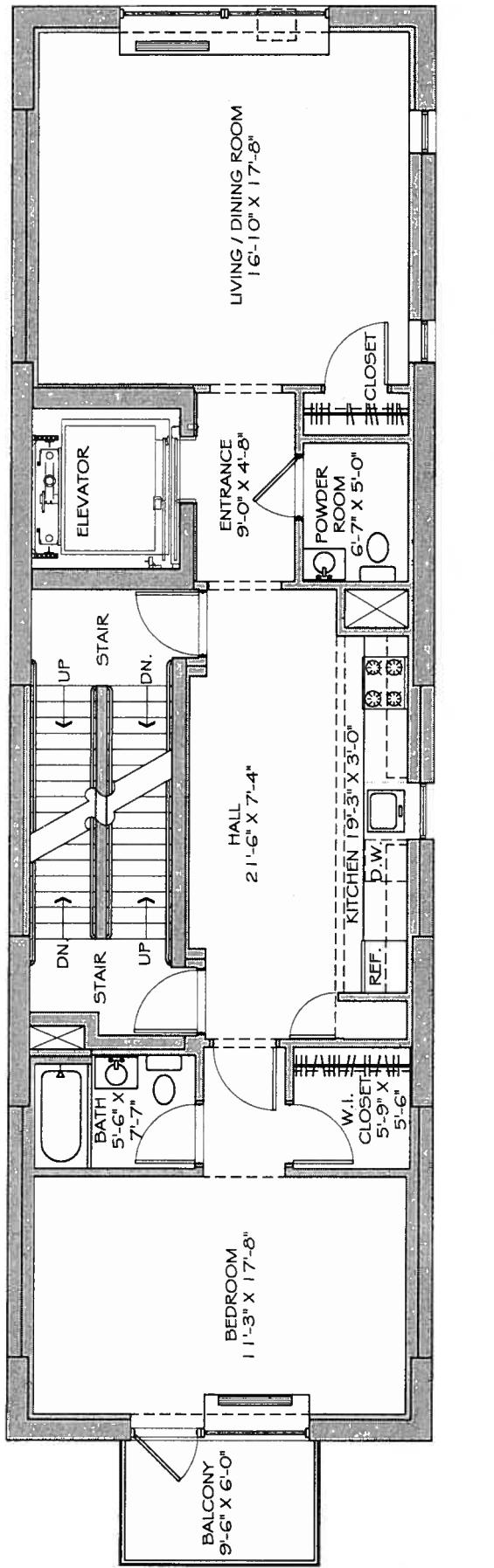


NOTE: ALL DIMENSIONS
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SIXTH FLOOR PLAN

Architect:

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0' 2' 4' 0'

NOTE: ALL DIMENSIONS
ARE APPROXIMATE

Architect:

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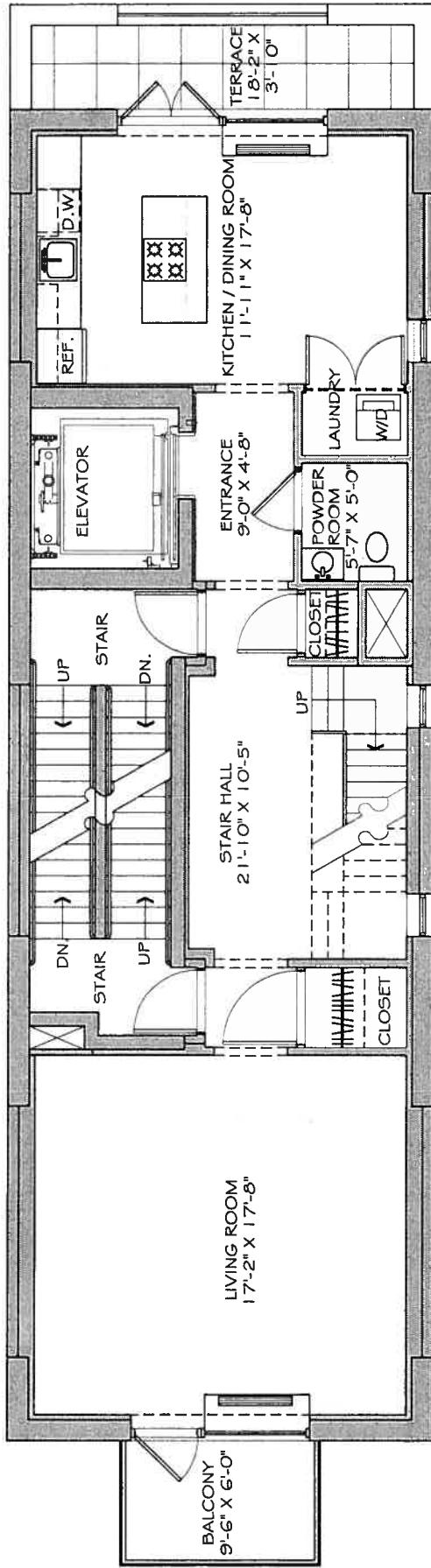
SEVENTH FLOOR PLAN

Project:

The Deuce Condominium

534 W. 42nd Street
New York, NY 10036

169



NOTE: ALL DIMENSIONS
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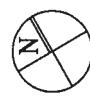
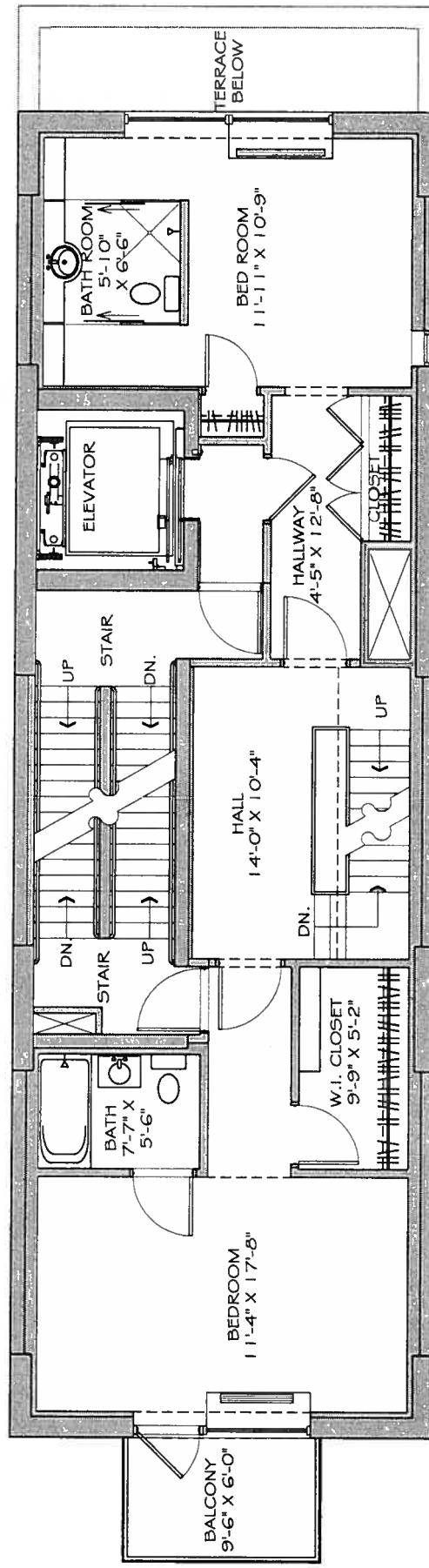
0 2 4 6

Architect:

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EIGHTH FLOOR PLAN

The Deuce Condominium
534 W. 42nd Street
New York, NY 10036



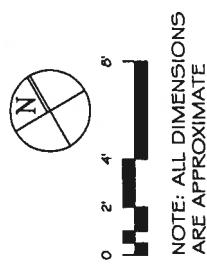
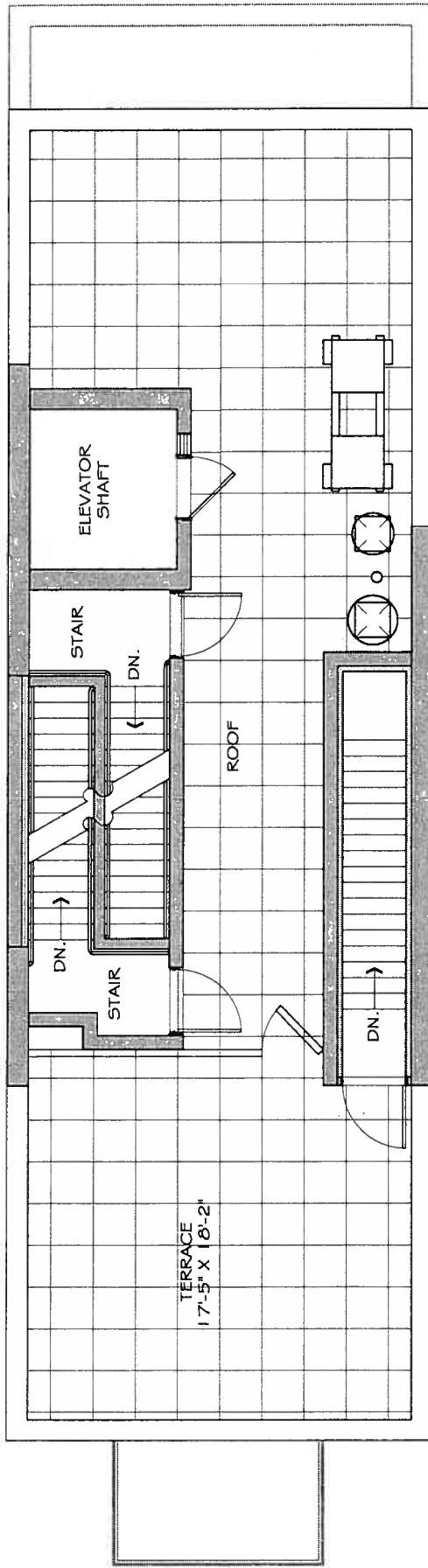
0 2' 4' 6'
1' 2' 4' 6'

NOTE: ALL DIMENSIONS
ARE APPROXIMATE

Architect:

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Project:
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New York, NY 10036



NOTE: ALL DIMENSIONS
ARE APPROXIMATE

Architect:

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ROOF / TERRACE PLAN

The Deuce Condominium
534 W. 42nd Street
New York, NY 10036

Project: