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October 24, 2013

**VIA EMAIL (dvernon@vernonginsburg.com)**

Darryl Vernon, Esq.  
Vernon & Ginsburg, LLP  
261 Madison Avenue  
New York, New York 10016

Re: 534 West 42<sup>nd</sup> Street LLC to Simon  
Condominium Unit 8  
534 West 42<sup>nd</sup> Street, New York, New York

Dear Mr. Vernon:

We represent 534 West 42<sup>nd</sup> Street LLC, in connection with the above-referenced transaction. I am transmitting to you a copy of the Purchase Agreement for your review. As you know, we have previously delivered to you a copy of the Offering Plan and all of the amendments. If you have any comments with respect to the Purchase Agreement, please mark them directly thereon and email a copy to me.

Please note that the transmittal of the attached Purchase Agreement to you is not an offer nor shall the Purchase Agreement be binding upon our client unless and until (i) four counterparts of the Purchase Agreement are signed by your client and delivered to me, together with the contract deposit in the amount of \$180,000.00 made payable to öKaufman Friedman Plotnicki & Grun, LLP as Escrow Agentö; (ii) 534 West 42<sup>nd</sup> Street LLC duly countersigns the Purchase Agreements; (iii) two fully executed originals of the Purchase Agreement are returned to you; and (iv) the check in payment of the contract deposit clears collection.

Very truly yours,



Eric M. Wohl

encl.