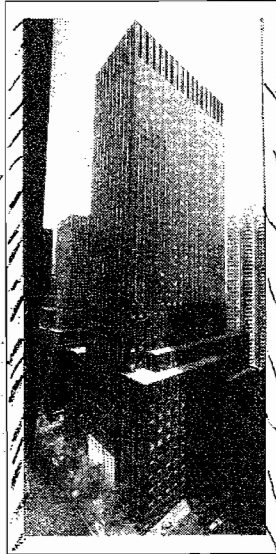


**VOLUME II**  
**CONDOMINIUM OFFERING PLAN**  
**For The Sale Of Condominium Units In**  
**THE 633 THIRD AVENUE CONDOMINIUM**  
**633 Third Avenue**  
**New York, New York 10017**



*Don't*  
*#2*

The total amount of this offering based on the aggregate price at which the Units are initially offered hereby to purchasers is \$195,886,018.

**Sponsor:**

**THE TRAVELERS INSURANCE COMPANY**  
c/o Real Estate Investments  
388 Greenwich Street  
New York, New York 10013

**Selling Agent:**

**Rockwood Disposition Services, Inc.**  
c/o Rockwood Realty Associates, Inc.  
555 Fifth Avenue, 5th Floor  
New York, New York 10017-2416

The Condominium currently contains fifty-eight (58) Units, thirty-eight (38) of which are offered for sale hereby. See Volume II, Third Amendment. The approximate date of the first offering of this Condominium Offering Plan is February 10, 1995. This Condominium Offering Plan may not be used after February 12, 1997 unless this Plan is further amended.

**THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE 1 OF VOLUME I.**

**THE PRICES AND TERMS OF SALE FOR THESE CONDOMINIUM INTERESTS MAY BE CHANGED SO THAT PURCHASERS MAY PAY DIFFERENT PRICES FOR SIMILAR INTERESTS. SEE "CHANGES IN PRICES OR UNITS".**

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

---

FIRST AMENDMENT

TO

THE CONDOMINIUM OFFERING PLAN  
FOR THE SALE OF CONDOMINIUM UNITS IN  
THE 633 THIRD AVENUE CONDOMINIUM

633 THIRD AVENUE  
NEW YORK, NEW YORK 10017

---

This First Amendment dated May 23, 1995 modifies and supplements the terms of the original Offering Plan dated approximately February 10, 1995 (the "Plan"). It should be read in conjunction with the Plan.

The matters covered by this First Amendment are as follows:

1. Plan Hereby Declared Effective. The Plan has been declared effective in accordance with its terms by written notice, dated May 12, 1995, to UNDC, the sole purchaser as of the date hereof. UNDC is a bona fide purchaser who has purchased more than fifteen percent (15.0%) of the Units offered for sale under the Plan. UNDC is not a principal of Sponsor or of the Selling Agent. Annexed hereto are a copy of the Notice of Declaration of Effectiveness (Exhibit 1) and a copy of Sponsor's Affidavit setting forth the basis for declaring the Plan effective (Exhibit 2).

2. Condominium Commencement Date and Sale of Certain of the UNDC Contract Units. The Condominium Commencement Date was March 23, 1995, the date on which Units 14 through 27 inclusive were sold to UNDC pursuant to the No Action Letter. Therefore, the first year of condominium operation will run from March 23, 1995 to March 22, 1996.

3. Recording of the Declaration. The Declaration was recorded in the New York County Office of the City Register of New York on March 9, 1995 in Reel 2189 at Page 600.

4. Closing under the Plan. After service of this Amendment, purchasers will be notified of the Closing Date under the Plan and the date by which the balance of their purchase price must be paid. Purchasers may waive the requirement of thirty (30) day' prior notice of the Closing Date by written notice to Sponsor.

7. UNDC Option Units. UNDC's option to purchase the UNDC Option Units has expired and has not been extended by Sponsor. Sponsor reserves the right to reinstate such option rights with respect to any of the UNDC Option Units at any time prior to the execution and delivery of a Purchase Agreement to any purchaser other than UNDC for any such UNDC Option Unit.

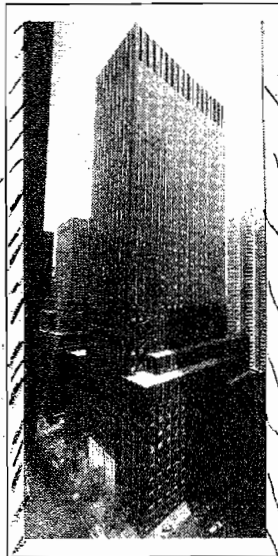
8. Management Agreement. The management agreement entered into by the Condominium with Sandhurst Associates, Ltd. provides that all employees of the Condominium shall be treated as employees of the Managing Agent. As a result, the Condominium will have to pay sales tax in connection with such employees; however, no increase to the Common Charges estimated for the first year of condominium operation is contemplated. A copy of the management agreement as executed is on file with the Selling Agent and has been submitted to the Department of Law as an exhibit to the Plan.

9. Notice of Determination of Excess Electrical Capacity. Annexed hereto as Exhibit 3 is the Sponsor's Notice of Determination of Excess Electrical Capacity pursuant to Section 15 of Article V of the By-Laws.

10. Amendment To Procedure to Purchase. The section of the Plan entitled "Procedure To Purchase" is amended as follows:

(a) To the extent, Sponsor grants any purchaser an option to purchase a Unit, **TIME SHALL BE OF THE ESSENCE** with respect to purchaser's obligation to exercise any such option.

**VOLUME II**  
**CONDOMINIUM OFFERING PLAN**  
**For The Sale Of Condominium Units In**  
**THE 633 THIRD AVENUE CONDOMINIUM**  
**633 Third Avenue**  
**New York, New York 10017**



*Don HUB*  
*#2*

The total amount of this offering based on the aggregate price at which the Units are initially offered hereby to purchasers is \$195,886,018.

**Sponsor:**

**THE TRAVELERS INSURANCE COMPANY**  
c/o Real Estate Investments  
388 Greenwich Street  
New York, New York 10013

**Selling Agent:**

**Rockwood Disposition Services, Inc.**  
c/o Rockwood Realty Associates, Inc.  
555 Fifth Avenue, 5th Floor  
New York, New York 10017-2416

The Condominium currently contains fifty-eight (58) Units, thirty-eight (38) of which are offered for sale hereby. See Volume II, Third Amendment. The approximate date of the first offering of this Condominium Offering Plan is February 10, 1995. This Condominium Offering Plan may not be used after February 12, 1997 unless this Plan is further amended.

**THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE 1 OF VOLUME I.**

**THE PRICES AND TERMS OF SALE FOR THESE CONDOMINIUM INTERESTS MAY BE CHANGED SO THAT PURCHASERS MAY PAY DIFFERENT PRICES FOR SIMILAR INTERESTS. SEE "CHANGES IN PRICES OR UNITS".**

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



---

FIRST AMENDMENT

TO

THE CONDOMINIUM OFFERING PLAN  
FOR THE SALE OF CONDOMINIUM UNITS IN  
THE 633 THIRD AVENUE CONDOMINIUM

633 THIRD AVENUE  
NEW YORK, NEW YORK 10017

---

This First Amendment dated May 23, 1995 modifies and supplements the terms of the original Offering Plan dated approximately February 10, 1995 (the "Plan"). It should be read in conjunction with the Plan.





The matters covered by this First Amendment are as follows:

1. Plan Hereby Declared Effective. The Plan has been declared effective in accordance with its terms by written notice, dated May 12, 1995, to UNDC, the sole purchaser as of the date hereof. UNDC is a bona fide purchaser who has purchased more than fifteen percent (15.0%) of the Units offered for sale under the Plan. UNDC is not a principal of Sponsor or of the Selling Agent. Annexed hereto are a copy of the Notice of Declaration of Effectiveness (Exhibit 1) and a copy of Sponsor's Affidavit setting forth the basis for declaring the Plan effective (Exhibit 2).

2. Condominium Commencement Date and Sale of Certain of the UNDC Contract Units. The Condominium Commencement Date was March 23, 1995, the date on which Units 14 through 27 inclusive were sold to UNDC pursuant to the No Action Letter. Therefore, the first year of condominium operation will run from March 23, 1995 to March 22, 1996.

3. Recording of the Declaration. The Declaration was recorded in the New York County Office of the City Register of New York on March 9, 1995 in Reel 2189 at Page 600.

4. Closing under the Plan. After service of this Amendment, purchasers will be notified of the Closing Date under the Plan and the date by which the balance of their purchase price must be paid. Purchasers may waive the requirement of thirty (30) day' prior notice of the Closing Date by written notice to Sponsor.

5. Increase in Real Estate Taxes and Revisions to Schedule A. Schedule A and Footnote 6 thereto are hereby revised to reflect that the first year of condominium operation commenced on March 23, 1995. In addition, the 1994/95 tax rate with respect to the Property was increased to 10.608%. Based on the revised tax rate, the total Estimated Real Estate Taxes with respect to the Property for the period covered by Schedule A have been increased to \$4,843,299.64 (\$4,715,441.64 in estimated real estate taxes and \$127,857.00 in GCB Tax). This increase is based on the 1994/95 tax rate described above plus a projected 5% increase over 1994/95 taxes, as discussed in the Plan.

6. Condominium Board of Managers and Condominium Officers. The first meeting of Unit Owners was held on April 11, 1995, and the following persons were elected members of the Board of Managers and/or officers of the Condominium:

| <u>Name</u>        | <u>Post(s) Elected To</u>          |
|--------------------|------------------------------------|
| Anne Nelson Zahner | President and Member of Board      |
| Susan E.D. Neuberg | Vice President and Member of Board |
| Jeffrey Feldman    | Treasurer and Member of Board      |
| Daniel Lux         | Secretary and Member of Board      |
| William Donohue    | Member of Board                    |
| Edward J. Geraghty | Member of Board                    |
| Bernard O'Connell  | Member of Board                    |

All of the members of the Board of Managers are affiliated with Sponsor except Jeffrey Feldman.

7. UNDC Option Units. UNDC's option to purchase the UNDC Option Units has expired and has not been extended by Sponsor. Sponsor reserves the right to reinstate such option rights with respect to any of the UNDC Option Units at any time prior to the execution and delivery of a Purchase Agreement to any purchaser other than UNDC for any such UNDC Option Unit.

8. Management Agreement. The management agreement entered into by the Condominium with Sandhurst Associates, Ltd. provides that all employees of the Condominium shall be treated as employees of the Managing Agent. As a result, the Condominium will have to pay sales tax in connection with such employees; however, no increase to the Common Charges estimated for the first year of condominium operation is contemplated. A copy of the management agreement as executed is on file with the Selling Agent and has been submitted to the Department of Law as an exhibit to the Plan.

9. Notice of Determination of Excess Electrical Capacity. Annexed hereto as Exhibit 3 is the Sponsor's Notice of Determination of Excess Electrical Capacity pursuant to Section 15 of Article V of the By-Laws.

10. Amendment To Procedure to Purchase. The section of the Plan entitled "Procedure To Purchase" is amended as follows:

(a) To the extent, Sponsor grants any purchaser an option to purchase a Unit, **TIME SHALL BE OF THE ESSENCE** with respect to purchaser's obligation to exercise any such option.

(b) Except pursuant to an Interim Lease, no purchaser shall be entitled to have access to its Unit prior to the closing of title thereto without obtaining Sponsor's prior written consent. Unless otherwise agreed in writing by Sponsor, such access shall be for the limited purpose of inspection and taking measurements. Any purchaser permitted such access shall release Sponsor and Selling Agent from any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from any injuries sustained by any person or damage to any property resulting from such access, even if such injury results from the negligence of Sponsor, Selling Agent or any of their respective agents, employees, contractors or representatives. In addition, any such purchaser shall indemnify and hold Sponsor and Selling Agent and their respective agents, employees, contractors and representatives harmless from and against any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from such access, including without limitation reasonable attorneys' fees and expenses.

11. Plan as Amended by this Amendment is Incorporated by Reference. The Plan as modified and supplemented hereby is incorporated herein by reference with the same effect as if set forth herein at length. Accordingly, all provisions, schedules and exhibits heretofore contained in the Plan shall be deemed amended to reflect the provisions contained herein.

12. Reservation of Right to Amend Plan. The Sponsor reserves the right to further amend the Plan at any time.

13. Definition of Terms. All of the terms used in this Amendment not otherwise defined shall have the same meaning ascribed to them in the Plan.

14. No Other Material Changes. There have been no material changes in the Plan except as set forth herein.

Dated: New York, New York  
May 23, 1995

THE TRAVELERS INSURANCE COMPANY  
Sponsor



**EXHIBIT 1**

**NOTICE OF DECLARATION OF EFFECTIVENESS**

Re: Condominium Offering Plan  
The 633 Third Avenue Condominium  
633 Third Avenue  
New York, New York

PLEASE TAKE NOTICE that the above-referenced Offering Plan, dated approximately February 10, 1995, for the sale of condominium units at 633 Third Avenue, New York, New York, is declared effective. Written purchase agreements have been executed and delivered for at least fifteen (15%) percent of the Units by bona fide purchasers.

Within five (5) business days after the date of this notice, an amendment to the Plan will be submitted stating the Plan has been declared effective. The Closing Date (as such term is defined in the Plan) will not occur until after such amendment has been accepted for filing by the New York State Department of Law.

THE TRAVELERS INSURANCE COMPANY  
The Sponsor

Dated: New York, New York  
May 12, 1995





EXHIBIT 2

STATE OF NEW YORK       )  
                              ) ss.:  
COUNTY OF NEW YORK     )

**ANNE NELSON ZAHNER**, being duly sworn, deposes and says:

1. I am a Vice President of The Travelers Insurance Company, the Sponsor under that certain Condominium Offering Plan for the sale of condominium units at The 633 Third Avenue Condominium, 633 Third Avenue, New York, New York (as amended, the "Plan"), and am authorized to make the following statements on behalf of the Sponsor:

2. The Plan was accepted for filing by the New York State Department of Law on February 13, 1995.

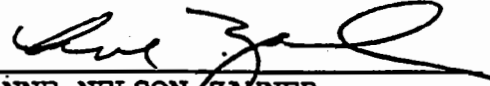
3. The Sponsor hereby represents Units 14 through 27 inclusive, representing approximately twenty-four percent (24%) of the Units were purchased by the United Nations Development Corporation ("UNDC") on March 23, 1995 pursuant to a No Action Letter issued by the New York State Department of Law on May 31, 1994.

4. UNDC is a (i) bona fide purchaser, (ii) not purchasing as an accommodation to, or the for the account or benefit of the Sponsor or principals of the Sponsor; and (iii) has duly executed a purchase agreement and has paid the purchase price for such Units as set forth in its contract with Sponsor. UNDC is the only purchaser being counted for purposes of declaring the Plan effective and is not A) the Sponsor, the Selling Agent or the Managing Agent, (B) a principal of any of the foregoing or (C) related to any of the foregoing by blood, marriage, or adoption or as a business associate, an employee, a shareholder, or a limited partner.

5. There are no material changes to the projected budget for the first year of operation of the Condominium which have not been disclosed in a duly filed amendment to the Plan.

6. I hereby submit this affidavit to the New York State Department of Law in connection with the First Amendment to the Plan.

THE TRAVELERS INSURANCE COMPANY

By:   
ANNE NELSON ZAHNER  
Vice-President

Sworn to before me this  
15<sup>th</sup> day of May, 1995

  
Notary Public

KEVIN A CAREY  
Notary Public, State of New York  
No. 01CA5032093  
Qualified in New York County  
Commission Expires August 15, 1998

EXHIBIT 3

THE TRAVELERS INSURANCE COMPANY  
c/o Travelers Realty Investment Company  
461 Fifth Avenue  
New York, New York 10017

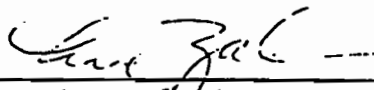
NOTICE OF DETERMINATION OF EXCESS ELECTRICAL CAPACITY

Pursuant to paragraph (c) of Section 15, Article V of the By-Laws (the "By-Laws") of the 633 Third Avenue Condominium (the "Condominium"), the undersigned Declarant has made an initial determination that the "Building's Excess Electrical Capacity" (as such term is defined in the By-laws) is 1.00 watt per square foot of Unit as set forth on Schedule B to the Declaration of the Condominium; determined as follows:

Total Electrical Capacity for the Building: 11.60 watts per square foot of Building measured in accordance with Schedule B to the Declaration, less:

1. Base Permitted Electrical Demand Load of 5 watts per square foot of Unit as set forth on Schedule B to the Declaration; less
2. Reserve for the demand load of the Common Elements of the Condominium of 5.60 watt per square foot of Building measured in accordance with Schedule B to the Declaration.

THE TRAVELERS INSURANCE COMPANY, Declarant

By:   
Name: Anne Zilberstein  
Title: Vice President

Dated: January 27, 1995  
New York, New York



**REVISED SCHEDULE A**



633 Third Avenue Condominium  
New York, New York

SCHEDULE A

OFFERING PRICES AND RELATED INFORMATION  
BASED ON FIRST YEAR OF CONDOMINIUM OPERATION  
March 23, 1995 - March 22, 1996

| Unit Designation | (1)<br>Rentable Square Feet | (2)<br>Offering Prices | (3)<br>Percentage Interest in Common Elements | (4)<br>Estimated Common Charges |              | (5)<br>Estimated Real Estate Taxes (A) |              | (6)<br>Total Estimated Real Estate Taxes and Common Charges |              |
|------------------|-----------------------------|------------------------|---|---------------------------------|--------------|--|--------------|---|--------------|
|                  |                             |                        |   | Monthly                         | Annually     | Monthly                                | Annually     | Monthly   | Annually     |
| Unit 2 *         | 42,540                      | 7,231,774              | 4.071%  | \$16,093.84                     | \$193,126.04 | \$16,429.06                            | \$197,148.74 | \$32,522.90   | \$390,274.79 |
| Unit 3 *         | 44,779                      | 7,669,598              | 4.292%  | \$16,969.94                     | \$203,639.23 | \$17,323.41                            | \$207,880.91 | \$34,293.34   | \$411,520.14 |
| Unit 4 *         | 44,779                      | 7,727,120              | 4.299%  | \$16,998.96                     | \$203,987.53 | \$17,353.04                            | \$208,236.47 | \$34,352.00   | \$412,224.00 |
| Unit 5 *         | 44,779                      | 7,785,073              | 4.307%  | \$17,028.20                     | \$204,338.45 | \$17,382.89                            | \$208,594.70 | \$34,411.10   | \$412,933.14 |
| Unit 6 **        | 44,779                      | 7,843,461              | 4.314%  | \$17,057.67                     | \$204,691.99 | \$17,412.97                            | \$208,955.61 | \$34,470.63   | \$413,647.60 |
| Unit 7 **        | 44,779                      | 7,902,287              | 4.322%  | \$17,087.35                     | \$205,048.19 | \$17,443.27                            | \$209,319.23 | \$34,530.62   | \$414,367.42 |
| Unit 8 **        | 41,242                      | 7,332,645              | 3.987%  | \$15,765.11                     | \$189,181.29 | \$16,093.49                            | \$193,121.83 | \$31,858.59   | \$382,303.12 |
| Unit 9           | 41,426                      | 7,420,656              | 4.012%  | \$15,863.44                     | \$190,361.24 | \$16,193.86                            | \$194,326.36 | \$32,057.30   | \$384,687.60 |
| Unit 10          | 41,349                      | N/A                    | 4.012%  | \$15,861.80                     | \$190,341.64 | \$16,192.20                            | \$194,306.34 | \$32,054.00   | \$384,647.98 |
| Unit 11          | 15,099                      | N/A                    | 1.468%  | \$5,802.23                      | \$69,626.75  | \$5,923.09                             | \$71,077.04  | \$11,725.32   | \$140,703.79 |
| Unit 12          | 17,450                      | N/A                    | 1.699%  | \$6,717.81                      | \$80,613.76  | \$6,857.74                             | \$82,292.90  | \$13,575.56   | \$162,906.67 |
| Unit 13          | 19,058                      | N/A                    | 1.859%  | \$7,349.97                      | \$88,199.64  | \$7,503.07                             | \$90,036.79  | \$14,853.04   | \$178,236.43 |
| Unit 14          | 18,958                      | SOLD                   | 1.853%  | \$7,324.84                      | \$87,898.10  | \$7,477.41                             | \$89,728.97  | \$14,802.26   | \$177,627.07 |
| Unit 15          | 19,021                      | SOLD                   | 1.862%  | \$7,362.47                      | \$88,349.67  | \$7,515.83                             | \$90,189.94  | \$14,878.30   | \$178,539.60 |
| Unit 16          | 19,021                      | SOLD                   | 1.866%  | \$7,375.96                      | \$88,511.49  | \$7,529.59                             | \$90,355.13  | \$14,905.55   | \$178,866.63 |
| Unit 17          | 19,021                      | SOLD                   | 1.869%  | \$7,389.54                      | \$88,674.53  | \$7,543.46                             | \$90,521.57  | \$14,933.01   | \$179,196.10 |
| Unit 18          | 17,961                      | SOLD                   | 1.768%  | \$6,990.57                      | \$83,886.83  | \$7,136.18                             | \$85,634.14  | \$14,126.75   | \$169,520.96 |
| Unit 19          | 18,993                      | SOLD                   | 1.873%  | \$7,406.15                      | \$88,873.75  | \$7,560.41                             | \$90,724.94  | \$14,966.56   | \$179,598.68 |
| Unit 20          | 18,972                      | SOLD                   | 1.875%  | \$7,411.98                      | \$88,943.70  | \$7,566.36                             | \$90,796.35  | \$14,978.34   | \$179,740.05 |

N/A - The UNDC Contract Units are presently under contract to UNDC and are not presently being offered for sale under the Plan.  
 \* - Represents Units designated as UNDC Option Units and are part of the initial offer for sale, see introduction and paragraph six of the First Amendment.  
 \*\* - Units that are subject to an Existing Lease, as more particularly described in the Existing Leases Section of the Plan.  
 \*\*\* - Units not presently being offered for sale, although Sponsor reserves the right to do so.  
 (A) - Estimated Real Estate Taxes include real estate taxes and business improvement district taxes.

633 Third Avenue Condominium  
New York, New York

SCHEDULE A

OFFERING PRICES AND RELATED INFORMATION  
BASED ON FIRST YEAR OF CONDOMINIUM OPERATION  
March 23, 1995 - March 22, 1996

| Unit Designation | (1)<br>Rentable Square Feet | (2)<br>Offering Prices | (3)<br>Percentage Interest in Common Elements | (4)<br>Estimated Common Charges |             | (5)<br>Estimated Real Estate Taxes (A) |             | (6)<br>Total Estimated Real Estate Taxes and Common Charges |              |
|------------------|-----------------------------|------------------------|---|---------------------------------|-------------|--|-------------|---|--------------|
|                  |                             |                        |   | Monthly                         | Annually    | Monthly                                | Annually    | Monthly   | Annually     |
| Unit 21          | 18,972                      | SOLD                   | 1.878%  | \$7,425.94                      | \$89,111.26 | \$7,580.62                             | \$90,967.40 | \$15,006.55   | \$180,078.66 |
| Unit 22          | 18,977                      | SOLD                   | 1.882%  | \$7,441.68                      | \$89,300.14 | \$7,596.68                             | \$91,160.21 | \$15,038.36   | \$180,460.35 |
| Unit 23          | 18,923                      | SOLD                   | 1.880%  | \$7,434.84                      | \$89,218.11 | \$7,589.71                             | \$91,076.47 | \$15,024.55   | \$180,294.57 |
| Unit 24          | 18,834                      | SOLD                   | 1.875%  | \$7,414.10                      | \$88,969.22 | \$7,568.53                             | \$90,822.40 | \$14,982.64   | \$179,791.62 |
| Unit 25          | 18,750                      | SOLD                   | 1.870%  | \$7,395.17                      | \$88,742.03 | \$7,549.21                             | \$90,590.48 | \$14,944.38   | \$179,332.51 |
| Unit 26          | 18,195                      | SOLD                   | 1.819%  | \$7,190.16                      | \$86,281.98 | \$7,339.93                             | \$88,079.18 | \$14,530.10   | \$174,361.16 |
| Unit 27          | 18,190                      | SOLD                   | 1.822%  | \$7,202.02                      | \$86,424.28 | \$7,352.04                             | \$88,224.45 | \$14,554.06   | \$174,648.73 |
| Unit 28 *        | 19,703                      | 4,067,826              | 1.977%  | \$7,816.70                      | \$93,800.41 | \$7,979.52                             | \$95,754.21 | \$15,796.22   | \$189,554.62 |
| Unit 29 *        | 19,703                      | 4,098,334              | 1.981%  | \$7,832.10                      | \$93,985.14 | \$7,995.23                             | \$95,942.80 | \$15,827.33   | \$189,927.94 |
| Unit 30 *        | 19,703                      | 4,129,072              | 1.985%  | \$7,847.61                      | \$94,171.26 | \$8,011.07                             | \$96,132.79 | \$15,858.67   | \$190,304.06 |
| Unit 31 *        | 19,703                      | 4,160,040              | 1.989%  | \$7,863.23                      | \$94,358.78 | \$8,027.02                             | \$96,324.22 | \$15,890.25   | \$190,682.99 |
| Unit 32          | 19,703                      | 4,191,240              | 1.993%  | \$7,878.98                      | \$94,547.70 | \$8,043.09                             | \$96,517.07 | \$15,922.06   | \$191,064.77 |
| Unit 33          | 19,703                      | 4,222,675              | 1.997%  | \$7,894.84                      | \$94,738.04 | \$8,059.28                             | \$96,711.38 | \$15,954.12   | \$191,449.42 |
| Unit 34          | 19,691                      | 4,251,625              | 2.000%  | \$7,905.76                      | \$94,869.11 | \$8,070.43                             | \$96,845.18 | \$15,976.19   | \$191,714.30 |
| Unit 35          | 19,703                      | 4,286,252              | 2.005%  | \$7,926.92                      | \$95,123.01 | \$8,092.03                             | \$97,104.37 | \$16,018.95   | \$192,227.38 |
| Unit 36          | 19,703                      | 4,318,399              | 2.009%  | \$7,943.14                      | \$95,317.67 | \$8,108.59                             | \$97,303.08 | \$16,051.73   | \$192,620.74 |
| Unit 37          | 19,703                      | 4,350,787              | 2.013%  | \$7,959.48                      | \$95,513.78 | \$8,125.27                             | \$97,503.28 | \$16,084.75   | \$193,017.06 |
| Unit 38          | 19,551                      | 4,349,580              | 2.002%  | \$7,914.38                      | \$94,972.52 | \$8,079.23                             | \$96,950.75 | \$15,993.61   | \$191,923.27 |
| Unit 39          | 19,703                      | 4,416,294              | 2.022%  | \$7,992.54                      | \$95,910.43 | \$8,159.02                             | \$97,908.19 | \$16,151.55   | \$193,818.62 |
| Unit 41-A        | 918                         | 229,425                | 0.097%  | \$384.23                        | \$4,610.80  | \$392.24                               | \$4,706.84  | \$776.47  | \$9,317.65   |

N/A - The UNDC Contract Units are presently under contract to UNDC and are not presently being offered for sale under the Plan.  
 \* - Represents Units designated as UNDC Option Units and are part of the initial offer for sale, see introduction and paragraph six of the First Amendment.  
 \*\* - Units that are subject to an Existing Lease, as more particularly described in the Existing Leases Section of the Plan.  
 \*\*\* - Units not presently being offered for sale, although Sponsor reserves the right to do so.  
 (A) - Estimated Real Estate Taxes include real estate taxes and business improvement district taxes.



633 Third Avenue Condominium  
New York, New York

SCHEDULE A

OFFERING PRICES AND RELATED INFORMATION  
BASED ON FIRST YEAR OF CONDOMINIUM OPERATION  
March 23, 1995 - March 22, 1996

| Unit Designation | (1)<br>Rentable Square Feet | (2)<br>Offering Prices | (3)<br>Percentage Interest in Common Elements | (4)<br>Estimated Common Charges |              | (5)<br>Estimated Real Estate Taxes (A) |              | (6)<br>Total Estimated Real Estate Taxes and Common Charges |              |
|------------------|-----------------------------|------------------------|---|---------------------------------|--------------|--|--------------|---|--------------|
|                  |                             |                        |   | Monthly                         | Annually     | Monthly                                | Annually     | Monthly   | Annually     |
| S.C. - 1 *       | 3,300                       | 330,035                | 0.286%  | \$1,132.03                      | \$13,584.32  | \$1,155.61                             | \$13,867.28  | \$2,287.63  | \$27,451.60  |
| S.C. - 2 *       | 1,322                       | 132,238                | 0.115%  | \$453.58                        | \$5,442.95   | \$463.03                               | \$5,556.32   | \$916.61  | \$10,999.27  |
| S.C. - 3 *       | 8,492                       | 849,179                | 0.737%  | \$2,912.70                      | \$34,952.42  | \$2,973.37                             | \$35,680.46  | \$5,886.07  | \$70,632.88  |
| S.C. - 4 ***     | 6,034                       | 603,373                | 0.523%  | \$2,069.58                      | \$24,834.98  | \$2,112.69                             | \$25,352.28  | \$4,182.27  | \$50,187.27  |
| S.C. - 5 ***     | 527                         | 52,748                 | 0.046%  | \$180.93                        | \$2,171.12   | \$184.70                               | \$2,216.34   | \$365.62  | \$4,387.47   |
| S.C. - 6 **      | 568                         | 56,764                 | 0.049%  | \$194.70                        | \$2,336.42   | \$198.76                               | \$2,385.09   | \$393.46  | \$4,721.51   |
| S.C. - 7 **      | 450                         | 45,045                 | 0.039%  | \$154.51                        | \$1,854.06   | \$157.72                               | \$1,892.68   | \$312.23  | \$3,746.75   |
| C - 1 *          | 3,047                       | 609,494                | 0.303%  | \$1,199.06                      | \$14,388.75  | \$1,224.04                             | \$14,688.46  | \$2,423.10  | \$29,077.21  |
| C - 2 **         | 663                         | 132,654                | 0.066%  | \$260.97                        | \$3,131.66   | \$266.41                               | \$3,196.89   | \$527.38  | \$6,328.54   |
| C - 3 *          | 9,598                       | 1,919,628              | 0.955%  | \$3,776.50                      | \$45,318.00  | \$3,855.16                             | \$46,261.95  | \$7,631.66  | \$91,579.95  |
| C - 4 *          | 7,802                       | 1,560,472              | 0.776%  | \$3,069.93                      | \$36,839.15  | \$3,133.87                             | \$37,606.49  | \$6,203.80  | \$74,445.65  |
| C - 5 **         | 4,741                       | 948,274                | 0.472%  | \$1,865.55                      | \$22,386.57  | \$1,904.41                             | \$22,852.87  | \$3,769.95  | \$45,239.44  |
| C - 6 *          | 1,239                       | 247,812                | 0.123%  | \$487.52                        | \$5,850.27   | \$497.68                               | \$5,972.13   | \$985.20  | \$11,822.40  |
| C - 7 *          | 1,971                       | 394,176                | 0.196%  | \$775.47                        | \$9,305.59   | \$791.62                               | \$9,499.42   | \$1,567.08  | \$18,805.01  |
| 1 - A **         | 7,817                       | 3,126,864              | 0.977%  | \$3,864.65                      | \$46,375.85  | \$3,945.15                             | \$47,341.83  | \$7,809.81  | \$93,717.67  |
| 1 - B **         | 287                         | 129,078                | 0.038%  | \$149.05                        | \$1,788.54   | \$152.15                               | \$1,825.80   | \$301.19  | \$3,614.34   |
| 1 - C **         | 11,938                      | 4,178,352              | 1.417%  | \$5,600.80                      | \$67,209.54  | \$5,717.46                             | \$68,609.48  | \$11,318.25   | \$135,819.02 |
| 1 - D            | 1,298                       | 259,666                | 0.129%  | \$510.84                        | \$6,130.12   | \$521.48                               | \$6,257.80   | \$1,032.33  | \$12,387.92  |
| 1 - E **         | 490                         | 98,068                 | 0.049%  | \$192.93                        | \$2,315.16   | \$196.95                               | \$2,363.38   | \$389.88  | \$4,678.54   |
| Totals           | 1,013,629                   | 195,886,018            | 100.00%                                       | 395,372.92                      | 4,744,475.00 | 403,608.30                             | 4,843,299.64 | 798,981.22  | 9,587,774.64 |

N/A - The UNDC Contract Units are presently under contract to UNDC and are not presently being offered for sale under the Plan.  
\* - Represents Units designated as UNDC Option Units and are part of the initial offer for sale, see introduction and paragraph six of the First Amendment.

\*\* - Units that are subject to an Existing Lease, as more particularly described in the Existing Leases Section of the Plan.

\*\*\* - Units not presently being offered for sale, although Sponsor reserves the right to do so.

(A) - Estimated Real Estate Taxes include real estate taxes and business improvement district taxes.



---

SECOND AMENDMENT  
TO  
THE CONDOMINIUM OFFERING PLAN  
FOR THE SALE OF CONDOMINIUM UNITS IN  
THE 633 THIRD AVENUE CONDOMINIUM  
633 THIRD AVENUE  
NEW YORK, NEW YORK 10017

---

This Second Amendment dated August 2, 1995 modifies and supplements the terms of the original Offering Plan dated February 10, 1995, as amended (the "Plan"). It should be read in conjunction with the Plan.



The matters covered by this Second Amendment are as follows:

1. Closing Date. The date of the closing of the first Unit Deed delivered pursuant to the Plan (the "First Closing") was June 8, 1995. The First Closing was held at the offices of Battle, Fowler, 77 East 55th Street, New York, New York.

2. Unsold Units. The revised Schedule A annexed hereto sets forth the unsold units held by Sponsor. Unit 10, which was previously under contract to UNDC, is not being purchased by UNDC and is being offered for sale pursuant to the Plan as set forth in the revised Schedule A.

3. Business Address of Officers. The business address of the officers of the Condominium are as follows:

Anne Nelson Zahner - President  
The Travelers Insurance Company  
c/o Real Estate Investments  
388 Greenwich Street  
New York, New York 10013

Susan E.D. Neuberg - Vice President  
The Travelers Insurance Company  
One Tower Square  
Hartford, Connecticut 06183

Jeffrey Feldman - Treasurer  
United Nations Development Corporation  
Two United Nations Plaza  
New York, New York 10017

Daniel Lux - Secretary  
The Travelers Insurance Company  
c/o Real Estate Investments  
388 Greenwich Street  
New York, New York 10013

4. Update of Real Estate Taxes and Revisions to Schedule A. Schedule A and Footnote 6 thereto are hereby revised to reflect that the 1995/1996 assessed valuation of the Property is \$44,640,000 (excluding the Parking Lot Parcel). Based on a tax

rate of 10.402% for 1995/1996, the total Estimated Real Estate Taxes with respect to the Property for the first year of condominium operation, March 23, 1995-March 22, 1996 (the "First Condominium Year"), have been increased to \$4,727,812.51 (\$4,601,622.93 in estimated real estate taxes and \$126,188.58 in GCB Tax).

5. Budget. Annexed hereto is a revised Schedule B for the first year of condominium operation, which commenced on March 23, 1995. Annexed hereto as Exhibit 1 is an updated Certification of Adequacy of Budget with respect to such budget. The budget was revised to reflect, among other things, that the Condominium is obligated to pay sales taxes as a result of the Managing Agent's employment of the employees servicing the Condominium. The aggregate projected monthly Common Charges for the Building for the first year of condominium operation, however, has remained the same.

6. Floor Plans. The Floor Plans were filed with the New York City Surveyor's Office (the "City Surveyor") on March 9, 1995. Minor revisions were made to the Floor Plans from those initially contained in the Plan, but not in the square footages of the Units. A copy of the revised Floor Plans are annexed hereto as Exhibit 2. Because there may be variations between the actual Unit and the typical Unit shown on the Floor Plans, the actual Unit should be inspected before a Purchaser executes a Purchase Agreement.

7. Insurance. Since all employees are employees of the Managing Agent and not the Condominium pursuant to the Management Agreement, the insurance policy of the Condominium currently in

place does not contain worker's compensation insurance, New York State disability benefits insurance and employer's liability insurance which is being maintained instead by the Managing Agent for all employees of the Managing Agent employed at the Property.

8. UDC Contract. Unit 31 (the "UDC Option Unit") is presently offered for sale hereunder, but is subject to a certain option to purchase by the New York State Urban Development Corporation ("UDC") under a Purchase Agreement between Sponsor and UDC dated as of May 12, 1995 (the "UDC Contract"). UDC's option to purchase the UDC Option Unit under the UDC Contract expires on January 19, 1996, time being of the essence. No purchaser who enters into a Purchase Agreement for the UDC Option Unit will have any right to purchase such Unit unless and until UDC fails to exercise its option with respect thereto.

At the request of UDC and in order for UDC to comply with certain internal regulations, the down payment held under the UDC Contract was deposited in ten (10) different escrow accounts. Escrow Agent has notified Sponsor and UDC of the locations of such additional accounts, the account numbers and the initial interest rates thereunder. All other downpayments held by Escrow Agent in connection with the Plan will continue to be held in the escrow account specified in the Plan.

9. Changes in Prices or Units. The section of the Plan entitled "Changes in Prices or Units" is amended to provide that Sponsor has the right to negotiate with any Purchaser limitations on the use of Units in its sole and absolute discretion. Such limitations shall be set forth in a rider to the Purchase Agreement

and may or may not run with the Unit. Any limitations which run with a Unit shall be set forth in the deed to such Unit.

10. Sponsor's Statement of Present Building Condition.

The section of the Plan entitled "Sponsor's Statement of Present Building Condition" is amended and updated as follows:

(a) Additional Capital Improvement Work. Sponsor has undertaken to pay for the contract amount of certain Capital Improvement Work in addition to that specified previously in the Plan as follows:

(i) Supplemental Water Riser. A supplemental water riser is currently being installed at the Property (the "Supplemental Water Riser Work"). The Supplemental Water Riser Work has been commenced on floors 28 through 39 and will continue in stages. Sponsor estimates the Supplemental Water Riser Work shall be completed by the end of 1996. The design of the Supplemental Water Riser was prepared by Edwards & Zuck, P.C., 330 West 42nd Street, New York, New York and Herbert Construction Company, Inc. ("Herbert"), 115 West 18th Street, New York, New York has been acting as construction manager. Sponsor has engaged A.D. Winston Corporation, 43-15 36th Street, Long Island City, New York 11101 in connection with the Supplemental Riser Work.

(ii) Lobby Renovation. The Building's main entrance and the lobby area of the Building are to be renovated (the "Lobby Work") generally as described in certain schematic presentation drawings prepared by KPF Interior Architects, P.C. for Sponsor (the "Schematics"). Sponsor will have on file with Selling Agent for inspection copies of the Schematics. Sponsor reserves



the right to change the scope and basic design of the Lobby Work, including without limitation, the right to substitute materials, fixtures and other equipment of equal or better quality to those shown on the Schematics. The Lobby Work is scheduled to commence by October, 1995 and is to be substantially completed in a reasonable time thereafter. Arrangements for the construction have not yet been finalized.

(b) Assignment of Guaranties. Sponsor will assign all of the guaranties and warranties, if any, for the Supplemental Water Riser Work and the Lobby Work to the Condominium upon completion thereof. Sponsor does not undertake to obtain any guaranties or warranties for the Supplemental Water Riser Work and the Lobby Work. Sponsor has no obligation with respect to the Supplemental Water Riser Work and the Lobby Work other than to pay for the cost thereof, and Sponsor does not make any guarantees or warranties, in either case express or implied, with respect to the Supplemental Water Riser Work and the Lobby Work.

(c) Status of Other Capital Improvement Work.

(i) Exterior Wall and Window Treatment Work.

In connection with the exterior wall and window treatment work at the Property described in the Plan, Sponsor has engaged Hoffman Architects, 432 Washington Avenue, North Haven, Connecticut for the design work and Seaboard Weatherproofing Company, Inc., 530 Willett Avenue, Port Chester, New York 10573 as the construction contractor with Herbert acting as construction manager. In addition, in connection with the installation of the window washing equipment, Sponsor has engaged Entek, 124 DeFreest Drive, Troy, New York 12180

for the design work, Herbert as construction manager using numerous sub-contractors, the primary sub-contractor being Swingstage Limited, 1615 Warden Avenue, Scarborough, Ontario M1R2T3.

(ii) Class E System. Sponsor has engaged, through Sandhurst Associates, Ltd. ("Sandhurst") as its agent, Firecom Inc., 39-27 59th Street, Woodside, New York 11369 for the design and construction of the upgrading of the existing life safety system as described in the Plan.

(iii) ADA Work. Sponsor has engaged, through Sandhurst as its agent, Millar Elevator Industries, Inc. as engineer and contractor to perform the ADA work in connection with the elevator cabs. Sponsor will have on file with the Selling Agent for inspection copies of all contracts for the Capital Improvement Work as such contracts are entered into.

11. Roof Replacement. Sponsor shall cause a joint meeting of the Board and all Unit Owners to be held within sixty (60) days after the closing of transfer of title of Units 33-39 to UDC. At the meeting Sponsor will introduce a resolution that the Condominium undertake to replace the top roof of the Building (the "Roof Replacement Work") by the end of 1996 or as soon thereafter as the window washing rig raceway and all of UDC's mechanical and telecommunications equipment have been installed and all other risks of perforation due to ongoing roof installations by other Unit Owners have been minimized (the "Roof Resolution"). As Sponsor controls the Board of Managers and holds a Majority in Interest of Unit Owners, it is anticipated that the Roof Resolution will pass. Subject to the concurrence of all Unit Owners, the By-

Laws will be modified to provide that the Roof Resolution may not be subsequently modified, rescinded or otherwise changed without the approval of Unit Owners owning not less than ninety (90%) percent of the aggregate Common Interests.

If the Roof Resolution is passed and not rescinded, the Roof Replacement Work will be performed by the Condominium and the cost of the Roof Replacement Work shall be assessed against all Unit Owners in accordance with each of their respective Common Interests. Sponsor estimates the Roof Replacement Work will cost between \$400,000 and \$500,000 based in part upon an estimate obtained by Herbert from Universal Services Group, Ltd., 135 West 18th Street, New York, New York, which would equal \$400-500 for each 0.1% of Common Interest of a Unit Owner's Unit. Sponsor makes no representation that when the Roof Replacement Work is actually performed, the cost will be the same as set forth in the foregoing estimate.

12. Existing Leases. The section of the Plan entitled "Existing Leases" is amended as follows:

(a) Ma Lease. Pursuant to the Ma Relocation Agreements, Ma has surrendered the premises demised under the Ma Lease and relocated to another building. The Plan is corrected to reflect that the Ma Lease was amended by Amendment to Lease between Maryam Christine Toosie as receiver and Ma as tenant dated May 31, 1993 (the "Executed Ma Lease Amendment") and not by the unsigned lease amendment dated July 1992 which is currently part of Exhibit B-23 of the Plan. A copy of the Executed Ma Lease Amendment is on file with the New York State Department of Law.

(b) Docks Lease. 633-1986 Seafood Restaurants, Inc. ("Docks") currently occupies Units C-2, 1-A, SC-6 and SC-7 (the "Docks Units") under the Docks Lease. Docks is currently operating its business in the Docks Space without a public assembly permit. In addition, Docks has never installed handicapped-access bathroom facilities in the Docks Space as required under Docks' original building permit application with the City of New York (Application Number BN 6172/87). In order for Docks to obtain a valid public assembly permit, Docks may need to install such handicapped-access bathroom facilities in the Docks Space. Under the Docks Lease, Docks is obligated, at Docks' sole cost and expense, to comply with all applicable law and to obtain and maintain permits, approvals and certificates required by any governmental or quasi-governmental bodies. Docks has informed Sponsor that it has begun the work necessary to obtain a valid place of assembly permit. However, in the event Docks fails to perform such work and to obtain a public assembly permit, the Unit Owner of the Docks Units could be required by the Board of Managers to perform the required work necessary to obtain such permit or otherwise cure the violation. The Unit Owner of the Docks Units would have recourse against Docks under the Docks Lease resulting from such default, including without limitation the right to charge Docks for any and all costs incurred by such Unit Owner in connection with the same, provided Unit Owner acted in compliance with the terms and conditions of the Docks Lease. Notwithstanding the foregoing, Sponsor makes no representation as to the Unit

Owner's ability to or success in enforcing its rights as landlord under the Docks Lease.

13. Leased Units. The section of the Plan entitled "Existing Leases" is further amended and supplemented to provide certain additional information with respect to certain of the Leased Units as set forth in this paragraph and paragraph 15 below. As used in the Plan, the following terms shall have the meanings set forth below:

(a) "Docks Restaurant Units" shall mean Units C-2, 1-A, SC-6 and SC-7, which are subject to the Docks Lease.

(b) "Chemical Bank Units" shall mean Units 1-C and C-5, which are subject to the First Chemical Lease.

(c) "Chemical Office Leases" shall mean collectively the Second Chemical Lease, the Third Chemical Lease and the Fourth Chemical Lease.

(d) "Chemical Office Units" shall mean the part of Unit 5 which is subject to the Second Chemical Lease, Units 6 and 7, which are subject to the Third Chemical Lease and Unit 8 which is subject to the Fourth Chemical Lease.

(e) "Walsh Unit" shall mean Unit 1-E, which is subject to the Walsh Agreement.

(f) "Newstand Unit" shall mean Unit 1-B, which is subject to the Newstand Occupancy Agreement.

(g) "Retail Units" shall mean the Chemical Bank Units, the Docks Units, the Walsh Unit and the Newstand Unit.

14. Projected Income and Expenses of Leased Units.

The projected income and expenses for the Retail Units during the First Condominium Year are annexed hereto as Schedules C through C-4. The income projections for the Retail Units are based on the base rents in effect for those Units during the First Condominium Year and the following additional items:

Expense Escalation: The Docks Lease provides for a pass through of a percentage increase in the operating expenses of the Property over a base year. There are no operating expense escalations in the First Chemical Lease, the Newstand Occupancy Agreement or the Walsh Agreement.

Taxes: Tenants under the First Chemical Lease and the Docks Lease pay their respective share of increases in real estate taxes over specified base years.

Electric: The Newstand Occupancy Agreement provides for payment by tenant to landlord of the cost of electricity used by the tenant. Both the Chemical Bank Units and the Docks Restaurant Units are directly metered for electric at the expense of those tenants. The tenant of the Docks Unit has installed its own supplemental HVAC system for use when the Building Systems are not providing HVAC services. Walsh Messenger does not pay for electric.

Percentage Rent: The Docks Lease stipulates that the landlord receive as additional rent 5% of the amount by which Dock's "Gross Sales" (as defined in the Docks Lease) exceeds \$4,000,000.

The projected income and expenses for the Chemical Office Units are annexed hereto as Schedules D through D-4.

The income projections for the Chemical Office Units are based on the base rents in effect for those Units pursuant to their respective Leases during the First Condominium Year and the items listed below. No income is assumed from the vacant portion of Unit 5.

Porter's Wage: Each of the Chemical Office Leases contains a Porter's Wage escalation clause.

Taxes: Under each of the Chemical Office Leases, the tenant pays its share of increases in real estate taxes over the specified base year.

Electric: Each of the Chemical Office Leases provides for the payment by tenant to landlord of the cost of electricity used by the tenant.

The operating expense escalations and real estate tax escalations noted in Schedules C and D, which are currently being billed to the tenants of the Retail Units and the Chemical Office Units, were calculated based upon the operating expenses and real estate taxes for the entire Property, which formerly included the Parking Lot Parcel. The operating expenses are not identical to the expenses included in the Common Charges as described in Schedule B. As described in the Footnotes to Schedule A in the Plan, once the Units are separately assessed, the owner of each Unit will be billed directly for Taxes assessed against that Unit. No representations are made by Sponsor as to the manner in which the escalations for operating expenses and Taxes and other pass-throughs currently being paid by the tenants of the Retail Units

and the Office Units will be determined once the Property has been converted to condominium ownership and each Unit is separately assessed for real estate tax purposes. Future escalations may be more or less than those currently being collected. A purchaser of a Unit subject to any Existing Leases should carefully review the terms thereof including without limitation, the rent, pass through and escalation clauses, if any, and all of the service obligations.

In addition to the Common Charges, Real Estate Taxes, electric and other operating expenses noted above, each Unit Owner of a Leased Unit will also be responsible for paying: (i) debt service payments under any loan or loans obtained to finance the acquisition of its Unit; (ii) the cost of any services required to be provided to tenants under Existing Leases by their respective landlord beyond those provided by the Condominium as set forth in the By-Laws, including without limitation the cost of overtime and supplemental air conditioning or the cost of any work performed by or on behalf of the Unit Owner; (iii) the cost of any insurance that the Unit Owner obtains covering (a) furniture, belongings, equipment and other personal property, (b) liability to others for personal injury or property damage as a result of occurrences in the Unit in such amounts as required by the By-Laws, (c) rent insurance to the extent the coverages as outlined in the Plan are, in the Unit Owner's opinion, insufficient; (iv) water and sewer charges to the extent same are separately metered for any of these Units; and (v) the cleaning of the Units, window cleaning and rubbish removal. The estimated expenses for the First Condominium Year for these last items with respect to the Chemical Office Units



are set forth in the Footnotes to Schedules D to D-4. Moreover, the Unit Owner may or may not incur expense towards the employment of a property manager to oversee the collections, expense billings and payments and the day to day operation of these Units in addition to other charges and expenses incurred in connection with the Unit Owner's obligations under the Existing Leases. Prospective purchasers should make their own investigations, projections and conclusions concerning the income and expense associated owning the Chemical Office Units or the Retail Units without reliance upon the estimates, projections and material contained herein.

15. Purchase Agreement Modifications. The Purchase Agreement is amended as follows:

(a) Paragraph 31 is hereby deleted in its entirety and the following is substituted in lieu thereof:

"Except pursuant to an Interim Lease, no Purchaser shall be entitled to have access to its Unit prior to the closing of title thereto without obtaining Seller's prior written consent. Unless otherwise agreed in writing by Seller, such access shall be for the limited purpose of inspection and taking measurements. Any Purchaser permitted such access shall release Seller from any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from any injuries sustained by any person or damage to any property resulting from such access, even if such injury results from the negligence of Seller, or any of its respective agents, employees, contractors or representatives. In addition, any such Purchaser shall indemnify and hold Seller and its respective agents, employees, contractors and representatives harmless from and against any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from such access, including without limitation reasonable attorneys' fees and expenses."

(b) Paragraph 36 is hereby deleted in its entirety and the following is substituted in lieu thereof:

"36. Option Unit. The provisions of this Paragraph shall apply if the Unit being purchased hereunder is presently offered for sale under the Plan but is subject to an option to purchase as set forth in Schedule A as same may be amended from time to time (an "Option Unit"). No Purchaser who enters into a Purchase Agreement for an Option Unit will have any right to purchase such Option Unit unless and until the holder of the option fails to exercise or otherwise waives its option with respect thereto."

(c) The following is added as Paragraphs 51 and 52 thereof for those Purchasers to whom the Foreign Missions Act applies or are otherwise covered by the Foreign Sovereign Immunities Act of 1976, 28 U.S.C. 1602 et seq. other than International Organizations as defined in the Plan:

"51. Foreign Missions Act (if applicable). Purchaser acknowledges its obligation under the Foreign Missions Act, 27 U.S.C. 4305, to notify the United States Department of State prior to the purchase of its Unit and has delivered herewith a copy of the notice. This Agreement shall have no force and effect unless and until a notification of approval is received from the Department of State, or if notification is not sent, after the expiration of the 60-day period beginning on the date such notice is received by the Department of State.

52. Jurisdiction, Attachment and Execution (if applicable). If Purchaser is an international organization, or a governmental entity of a foreign state other than an International Organization, Purchaser expressly acknowledges that the purchase of its Unit constitutes commercial activity by Purchaser within the meaning of the Foreign Sovereign Immunities Act of 1976, 28 U.S.C. 1602 et seq. Purchaser concedes to and expressly and voluntarily waives any sovereign immunity from the personal jurisdiction of the courts of the United States and of the States as to any controversy or dispute in connection with or relating to the acquisition of or title to or ownership and possession of the Unit or otherwise or any obligation pursuant to this Purchase Agreement, the Plan, including but not limited to the Declaration and the By-Laws; and Purchaser expressly and

voluntarily waives all rights to immunity from eviction, pre-judgment attachment, attachment in aid of execution, or from execution, upon a judgment entered by a court of the United States or of a State even though the Unit may be used for the purposes of maintaining a diplomatic or consular mission. In furtherance thereof, Purchaser irrevocably and unconditionally (i) consents to any suit, action or proceeding arising out of or relating to this Agreement or its ownership, possession and use of the Unit being brought in any State or Federal court in the State of New York by or on behalf of Sponsor, the Board of Managers or any other Unit Owner(s); (ii) waives any objection which it may have now or hereafter to the laying of the venue of any suit, action or proceeding under clause (i), above, in any such court, or claim that any such suit, action or proceeding under clause (i), above, has been brought in an inconvenient forum; and (iii) acknowledges the competence of any such court, submits to the jurisdiction of any such court in any such suit, action or proceeding and agrees that the final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of Purchaser's country of origin once a further judgment has been obtained in the courts of Purchaser's country of origin, which further judgment may as a matter of practice be obtained without re-litigation of the merits of the matter adjudicated upon by such State or Federal court in the State of New York, a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of its obligation; provided that service of process is effected upon it in the manner specified above or as otherwise permitted by law. Purchaser agrees that, in connection with any legal action or proceeding in the state or Federal courts in the State of New York, to the extent that such Act is applicable to Purchaser, the waiver of immunity and arrangements for service of process set out in this Paragraph are made in conformity with, and shall be governed by, the United States Foreign Sovereign Immunities Act of 1976, as amended from time to time, and the foregoing provisions constitute a special arrangement for service between Purchaser and each other person entitled to enforce this Agreement for the purposes of the Act. For the purposes of any suit, action or proceeding taken in any state or Federal court in the State of New York, Purchaser shall, until the closing of title, maintain an agent for service of process in the City of New York, State of New York. To this

effect, Purchaser hereby irrevocably designates, appoints and empowers C.T. Corporation System, having its offices, at the date hereof, at 1633 Broadway, New York, New York, as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement. Purchaser agrees that service of process upon C.T. Corporation System and notice of service to Purchaser at its address set forth in Paragraph 37 hereof (from Seller or C.T. Corporation System), shall be deemed in every aspect effective service of process. Purchaser further irrevocably consents to service of process upon it out of said courts in any such suit, action or proceeding by mailing copies thereof by registered or certified air mail, postage prepaid, to Purchaser at its address specified in Paragraph 37 hereof. If C.T. Corporation System shall cease to have an office in New York City, for receipt of service of process, Purchaser shall forthwith irrevocably designate a substitute agent reasonably acceptable to Seller in New York City, for such purpose or, if it shall fail to do so, service of process hereunder may be made by mailing copies thereof by registered or certified airmail, postage prepaid, to Seller at its address set forth in Paragraph 37. The foregoing shall not, however, limit the rights of Seller to serve process in any other country or any other manner permitted by law or to bring any legal action or proceeding or to obtain an attachment or execution of judgment in any competent jurisdiction, including in the courts of Purchaser's country of origin. This Paragraph shall survive delivery of the deed hereunder and shall inure to the benefit of the Sponsor, the Board of Managers and all other Unit Owners."

A copy of the Amended and Restated Purchase Agreement is attached hereto as Exhibit 4.

16. Plan as Amended by this Amendment is Incorporated by Reference. The Plan as modified and supplemented hereby is incorporated herein by reference with the same effect as if set forth herein at length. Accordingly, all provisions, schedules and exhibits heretofore contained in the Plan shall be deemed amended to reflect the provisions contained herein.

17. Reservation of Right to Amend Plan. The Sponsor reserves the right to further amend the Plan at any time.

18. Definition of Terms. All of the terms used in this Amendment not otherwise defined shall have the same meaning ascribed to them in the Plan.

19. No Other Material Changes. There have been no material changes in the Plan except as set forth herein.

Dated: New York, New York  
August 2, 1995

THE TRAVELERS INSURANCE COMPANY  
Sponsor

633 Third Avenue Condominium  
New York, New York

SCHEDULE A

OFFERING PRICES AND RELATED INFORMATION  
BASED ON FIRST YEAR OF CONDOMINIUM OPERATION  
March 23, 1995 - March 22, 1996

| Unit Designation | (1)<br>Rentable Square Feet | (2)<br>Offering Prices | (3)<br>Percentage Interest in Common Elements | (4)<br>Estimated Common Charges |              | (5)<br>Estimated Real Estate Taxes (A) |              | (6)<br>Total Estimated Real Estate Taxes and Common Charges |              |
|------------------|-----------------------------|------------------------|---|---------------------------------|--------------|--|--------------|---|--------------|
|                  |                             |                        |   | Monthly                         | Annually     | Monthly                                | Annually     | Monthly   | Annually     |
| S.C. - 1 *       | 3,300                       | 330,035                | 0.286%  | \$1,132.03                      | \$13,584.32  | \$1,128.05                             | \$13,536.62  | \$2,260.08  | \$27,120.94  |
| S.C. - 2 *       | 1,322                       | 132,238                | 0.115%  | \$453.58                        | \$5,442.95   | \$451.99                               | \$5,423.83   | \$905.57  | \$10,866.78  |
| S.C. - 3 *       | 8,492                       | 849,179                | 0.737%  | \$2,912.70                      | \$34,952.42  | \$2,902.47                             | \$34,829.67  | \$5,815.17  | \$69,782.09  |
| S.C. - 4 ***     | 6,034                       | 603,373                | 0.523%  | \$2,069.58                      | \$24,834.98  | \$2,062.31                             | \$24,747.76  | \$4,131.90  | \$49,582.75  |
| S.C. - 5 ***     | 527                         | 52,748                 | 0.046%  | \$180.93                        | \$2,171.12   | \$180.29                               | \$2,163.50   | \$361.22  | \$4,334.62   |
| S.C. - 6 **      | 568                         | 56,764                 | 0.049%  | \$194.70                        | \$2,336.42   | \$194.02                               | \$2,328.22   | \$388.72  | \$4,664.64   |
| S.C. - 7 **      | 450                         | 45,045                 | 0.039%  | \$154.51                        | \$1,854.06   | \$153.96                               | \$1,847.55   | \$308.47  | \$3,701.62   |
| C - 1 *          | 3,047                       | 609,494                | 0.303%  | \$1,199.06                      | \$14,388.75  | \$1,194.85                             | \$14,338.22  | \$2,393.91  | \$28,726.97  |
| C - 2 **         | 663                         | 132,654                | 0.066%  | \$260.97                        | \$3,131.66   | \$260.05                               | \$3,120.66   | \$521.03  | \$6,252.31   |
| C - 3 *          | 9,598                       | 1,919,628              | 0.955%  | \$3,776.50                      | \$45,318.00  | \$3,763.24                             | \$45,158.85  | \$7,539.74  | \$90,476.85  |
| C - 4 *          | 7,802                       | 1,560,472              | 0.776%  | \$3,069.93                      | \$36,839.15  | \$3,059.15                             | \$36,709.78  | \$6,129.08  | \$73,548.93  |
| C - 5 **         | 4,741                       | 948,274                | 0.472%  | \$1,865.55                      | \$22,386.57  | \$1,859.00                             | \$22,307.95  | \$3,724.54  | \$44,694.51  |
| C - 6 *          | 1,239                       | 247,812                | 0.123%  | \$487.52                        | \$5,850.27   | \$485.81                               | \$5,829.73   | \$973.33  | \$11,680.00  |
| C - 7 *          | 1,971                       | 394,176                | 0.196%  | \$775.47                        | \$9,305.59   | \$772.74                               | \$9,272.91   | \$1,548.21  | \$18,578.50  |
| 1 - A **         | 7,817                       | 3,126,864              | 0.977%  | \$3,864.65                      | \$46,375.85  | \$3,851.08                             | \$46,212.97  | \$7,715.73  | \$92,588.82  |
| 1 - B **         | 287                         | 129,078                | 0.038%  | \$149.05                        | \$1,788.54   | \$148.52                               | \$1,782.26   | \$297.57  | \$3,570.80   |
| 1 - C **         | 11,938                      | 4,178,352              | 1.417%  | \$5,600.80                      | \$67,209.54  | \$5,581.13                             | \$66,973.50  | \$11,181.92   | \$134,183.04 |
| 1 - D            | 1,298                       | 259,666                | 0.129%  | \$510.84                        | \$6,130.12   | \$509.05                               | \$6,108.59   | \$1,019.89  | \$12,238.71  |
| 1 - E **         | 490                         | 98,068                 | 0.049%  | \$172.93                        | \$2,075.16   | \$172.25                               | \$2,070.03   | \$385.18  | \$4,622.19   |
| Totals           | 1,013,629                   | 195,886,018            | 100.00%                                       | 395,372.92                      | 4,744,475.00 | 393,984.38                             | 4,727,812.51 | 789,357.29  | 9,472,287.51 |

N/A - The UNDC Contract Units are presently under contract to UNDC and are not presently being offered for sale under the Plan.

\* - Represents Units designated as UNDC Option Units and are part of the initial offer for sale, see introduction and paragraph six of the First Amendment.

\*\* - Units that are subject to an Existing Lease, as more particularly described in the Existing Leases Section of the Plan.

\*\*\* - Units not presently being offered for sale, although Sponsor reserves the right to do so.

\*\*\*\* - Unit 31 is subject to UDC Option, see Second Amendment of the Plan.

(A) - Estimated Real Estate Taxes include real estate taxes and business improvement district taxes.

SCHEDULE A

OFFERING PRICES AND RELATED INFORMATION  
BASED ON FIRST YEAR OF CONDOMINIUM OPERATION  
March 23, 1995 - March 22, 1996

| Unit Designation | (1)<br>Rentable Square Feet | (2)<br>Offering Prices | (3)<br>Percentage Interest in Common Elements | (4)<br>Estimated Common Charges |              | (5)<br>Estimated Real Estate Taxes (A) |              | (6)<br>Total Estimated Real Estate Taxes and Common Charges |              |
|------------------|-----------------------------|------------------------|---|---------------------------------|--------------|--|--------------|---|--------------|
|                  |                             |                        |   | Monthly                         | Annually     | Monthly                                | Annually     | Monthly   | Annually     |
| Unit 2 *         | 42,540                      | 7,231,774              | 4.071%  | \$16,093.84                     | \$193,126.04 | \$16,037.32                            | \$192,447.79 | \$32,131.15   | \$385,573.83 |
| Unit 3 *         | 44,779                      | 7,669,598              | 4.292%  | \$16,969.94                     | \$203,639.23 | \$16,910.34                            | \$202,924.05 | \$33,880.27   | \$406,563.28 |
| Unit 4 *         | 44,779                      | 7,727,120              | 4.299%  | \$16,998.96                     | \$203,987.53 | \$16,939.26                            | \$203,271.13 | \$33,938.22   | \$407,258.66 |
| Unit 5 * / **    | 44,779                      | 7,785,073              | 4.307%  | \$17,028.20                     | \$204,338.45 | \$16,968.40                            | \$203,620.81 | \$33,996.61   | \$407,959.26 |
| Unit 6 **        | 44,779                      | 7,843,461              | 4.314%  | \$17,057.67                     | \$204,691.99 | \$16,997.76                            | \$203,973.12 | \$34,055.43   | \$408,665.12 |
| Unit 7 **        | 44,779                      | 7,902,287              | 4.322%  | \$17,087.35                     | \$205,048.19 | \$17,027.34                            | \$204,328.07 | \$34,114.69   | \$409,376.26 |
| Unit 8 **        | 41,242                      | 7,332,645              | 3.987%  | \$15,765.11                     | \$189,181.29 | \$15,709.74                            | \$188,516.89 | \$31,474.85   | \$377,698.18 |
| Unit 9           | 41,426                      | 7,420,656              | 4.012%  | \$15,863.44                     | \$190,361.24 | \$15,807.73                            | \$189,692.70 | \$31,671.16   | \$380,053.94 |
| Unit 10          | 41,349                      | 7,462,330              | 4.012%  | \$15,861.80                     | \$190,341.64 | \$15,806.10                            | \$189,673.16 | \$31,667.90   | \$380,014.80 |
| Unit 11          | 15,099                      | N/A                    | 1.468%  | \$5,302.23                      | \$69,626.75  | \$5,781.85                             | \$69,382.23  | \$11,584.08   | \$139,008.98 |
| Unit 12          | 17,450                      | N/A                    | 1.699%  | \$6,717.81                      | \$80,613.76  | \$6,694.22                             | \$80,330.65  | \$13,412.03   | \$160,944.42 |
| Unit 13          | 19,058                      | N/A                    | 1.859%  | \$7,349.97                      | \$88,199.64  | \$7,324.16                             | \$87,889.89  | \$14,674.13   | \$176,089.53 |
| Unit 14          | 18,958                      | SOLD                   | 1.853%  | \$7,324.84                      | \$87,898.10  | \$7,299.12                             | \$87,589.41  | \$14,623.96   | \$175,487.51 |
| Unit 15          | 19,021                      | SOLD                   | 1.862%  | \$7,362.47                      | \$88,349.67  | \$7,336.62                             | \$88,039.38  | \$14,699.09   | \$176,389.05 |
| Unit 16          | 19,021                      | SOLD                   | 1.866%  | \$7,375.96                      | \$88,511.49  | \$7,350.05                             | \$88,200.64  | \$14,726.01   | \$176,712.13 |
| Unit 17          | 19,021                      | SOLD                   | 1.869%  | \$7,389.54                      | \$88,674.53  | \$7,363.59                             | \$88,363.11  | \$14,753.14   | \$177,037.64 |
| Unit 18          | 17,961                      | SOLD                   | 1.768%  | \$6,990.57                      | \$83,886.83  | \$6,966.02                             | \$83,592.22  | \$13,956.59   | \$167,479.04 |
| Unit 19          | 18,993                      | SOLD                   | 1.873%  | \$7,406.15                      | \$88,873.75  | \$7,380.14                             | \$88,561.62  | \$14,786.28   | \$177,435.37 |
| Unit 20          | 18,972                      | SOLD                   | 1.875%  | \$7,411.98                      | \$88,943.70  | \$7,385.94                             | \$88,631.33  | \$14,797.92   | \$177,575.04 |

N/A - The UNDC Contract Units are presently under contract to UNDC and are not presently being offered for sale under the Plan.  
\* - Represents Units designated as UNDC Option Units and are part of the initial offer for sale, see introduction and paragraph six of the First Amendment.

\*\* - Units that are subject to an Existing Lease, as more particularly described in the Existing Leases Section of the Plan.

\*\*\* - Units not presently being offered for sale, although Sponsor reserves the right to do so.

\*\*\*\* - Unit 31 is subject to UNDC Option, see Second Amendment of the Plan.

(A) - Estimated Real Estate Taxes include real estate taxes and business improvement district taxes.

633 Third Avenue Condominium  
New York, New York

SCHEDULE A

OFFERING PRICES AND RELATED INFORMATION  
BASED ON FIRST YEAR OF CONDOMINIUM OPERATION

March 23, 1995 - March 22, 1996

| Unit Designation | (1)<br>Rentable Square Feet | (2)<br>Offering Prices | (3)<br>Percentage Interest in Common Elements | (4)<br>Estimated Common Charges |             | (5)<br>Estimated Real Estate Taxes (A) |             | (6)<br>Total Estimated Real Estate Taxes and Common Charges |              |
|------------------|-----------------------------|------------------------|---|---------------------------------|-------------|--|-------------|---|--------------|
|                  |                             |                        |   | Monthly                         | Annually    | Monthly                                | Annually    | Monthly   | Annually     |
| Unit 21          | 18,972                      | SOLD                   | 1.878%  | \$7,425.94                      | \$89,111.26 | \$7,399.86                             | \$88,798.30 | \$14,825.80   | \$177,909.56 |
| Unit 22          | 18,977                      | SOLD                   | 1.882%  | \$7,441.68                      | \$89,300.14 | \$7,415.54                             | \$88,986.52 | \$14,857.22   | \$178,286.66 |
| Unit 23          | 18,923                      | SOLD                   | 1.880%  | \$7,434.84                      | \$89,218.11 | \$7,408.73                             | \$88,904.77 | \$14,843.57   | \$178,122.88 |
| Unit 24          | 18,834                      | SOLD                   | 1.875%  | \$7,414.10                      | \$88,969.22 | \$7,388.06                             | \$88,656.77 | \$14,802.17   | \$177,625.99 |
| Unit 25          | 18,750                      | SOLD                   | 1.870%  | \$7,395.17                      | \$88,742.03 | \$7,369.20                             | \$88,430.37 | \$14,764.37   | \$177,172.40 |
| Unit 26          | 18,195                      | SOLD                   | 1.819%  | \$7,190.16                      | \$86,281.98 | \$7,164.91                             | \$85,978.96 | \$14,355.08   | \$172,260.94 |
| Unit 27          | 18,190                      | SOLD                   | 1.822%  | \$7,202.02                      | \$86,424.28 | \$7,176.73                             | \$86,120.76 | \$14,378.75   | \$172,545.05 |
| Unit 28 *        | 19,703                      | 4,067,826              | 1.977%  | \$7,816.70                      | \$93,800.41 | \$7,789.25                             | \$93,470.98 | \$15,605.95   | \$187,271.39 |
| Unit 29 *        | 19,703                      | 4,098,334              | 1.981%  | \$7,832.10                      | \$93,985.14 | \$7,804.59                             | \$93,655.07 | \$15,636.68   | \$187,640.21 |
| Unit 30 *        | 19,703                      | 4,129,072              | 1.985%  | \$7,847.61                      | \$94,171.26 | \$7,820.04                             | \$93,840.53 | \$15,667.65   | \$188,011.80 |
| Unit 31 ****     | 19,703                      | 4,160,040              | 1.989%  | \$7,863.23                      | \$94,358.78 | \$7,835.62                             | \$94,027.39 | \$15,698.85   | \$188,386.17 |
| Unit 32          | 19,703                      | SOLD                   | 1.993%  | \$7,878.98                      | \$94,547.70 | \$7,851.30                             | \$94,215.65 | \$15,730.28   | \$188,763.35 |
| Unit 33          | 19,703                      | SOLD                   | 1.997%  | \$7,894.84                      | \$94,738.04 | \$7,867.11                             | \$94,405.32 | \$15,761.95   | \$189,143.36 |
| Unit 34          | 19,691                      | SOLD                   | 2.000%  | \$7,905.76                      | \$94,869.11 | \$7,877.99                             | \$94,535.94 | \$15,783.75   | \$189,405.05 |
| Unit 35          | 19,703                      | SOLD                   | 2.005%  | \$7,926.92                      | \$95,123.01 | \$7,899.08                             | \$94,788.94 | \$15,826.00   | \$189,911.95 |
| Unit 36          | 19,703                      | SOLD                   | 2.009%  | \$7,943.14                      | \$95,317.67 | \$7,915.24                             | \$94,982.91 | \$15,858.38   | \$190,300.58 |
| Unit 37          | 19,703                      | SOLD                   | 2.013%  | \$7,959.48                      | \$95,513.78 | \$7,931.53                             | \$95,178.34 | \$15,891.01   | \$190,692.12 |
| Unit 38          | 19,551                      | SOLD                   | 2.002%  | \$7,914.38                      | \$94,972.52 | \$7,886.58                             | \$94,638.98 | \$15,800.96   | \$189,611.51 |
| Unit 39          | 19,703                      | SOLD                   | 2.022%  | \$7,992.54                      | \$95,910.43 | \$7,964.47                             | \$95,573.60 | \$15,957.00   | \$191,484.03 |
| Unit 41 - A      | 918                         | 229,425                | 0.097%  | \$384.23                        | \$4,610.80  | \$382.88                               | \$4,594.61  | \$767.12  | \$9,205.41   |

N/A - The UNDC Contract Units are presently under contract to UNDC and are not presently being offered for sale under the Plan.

\* - Represents Units designated as UNDC Option Units and are part of the initial offer for sale, see introduction and paragraph six of the First Amendment.

\*\* - Units that are subject to an Existing Lease, as more particularly described in the Existing Leases Section of the Plan.

\*\*\* - Units not presently being offered for sale, although Sponsor reserves the right to do so.

\*\*\*\* - Unit 31 is subject to UDC Option, see Second Amendment of the Plan.

(A) - Estimated Real Estate Taxes include real estate taxes and business improvement district taxes.



SCHEDULE B

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION  
MARCH 23, 1995 - MARCH 22, 1996

**Projected Income:**

Annual Common Charges . . . . . \$4,744,475

**Projected Expenses:**

|   |                    |
|---|--------------------|
| Electric . . . . .                                  | \$975,063          |
| (1) Steam . . . . .                                 | 527,200            |
| (2) Water Charges and Sewer Rent . . . . .          | 95,405             |
| (3) Cleaning. . . . .                               | 347,800            |
| (4) Elevators . . . . .                             | 219,622            |
| (5) Repairs and Maintenance . . . . .               | 239,100            |
| Supplies . . . . .                                  | 57,814             |
| Metal Maintenance . . . . .                         | 28,429             |
| Painting . . . . .                                  | 8,304              |
| Rubbish Removal . . . . .                           | 5,479              |
| (6) Payroll Wages and Benefits . . . . .            | 1,634,500          |
| (7) Video Security Maintenance . . . . .            | 5,000              |
| (8) Miscellaneous Operating Expenses . . . . .      | 82,200             |
| (9) Insurance . . . . .                             | 212,600            |
| Management Fees . . . . .                           | 205,300            |
| Legal & Accounting . . . . .                        | 20,400             |
| (10) Miscellaneous Administrative Expense . . . . . | 61,600             |
| (11) Contingency. . . . .                           | 18,659             |
| Total Projected Expenses. . . . .                   | <u>\$4,744,475</u> |

## NOTES TO SCHEDULE B

### (1) STEAM

Supplementing and amending Footnote 3 in the original offering plan, the cost of steam in 1994 was approximately \$521,500. The budget projects a 1% increase in such cost.

### (2) WATER CHARGES AND SEWER RENT

Modifying Footnote 4 in the original offering plan, the budget projection is based on the current rate of \$2.62 per ccf plus provision for a 4% increase in such rate as of July 1, 1995.

### (3) CLEANING

Sponsor is negotiating a service contract with Collins Building Services to provide window washing services at the Building at a cost of \$62,000 for the First Condominium Year. In addition, the \$30,600 cost for rig maintenance mentioned in Footnote 5 in the original offering plan has been deleted from the budget because maintenance of the rig is expected to be provided gratis for one year from the date of the rig's installation (which has not yet occurred). Footnote 5 in the original offering plan is hereby amended and restated to read in its entirety as follows:

For the 1995 budget year, it is projected that the cleaning staff will consist of two day porters and three night porters who will service the Common Elements five days per week. In addition, it is anticipated that the Board of Managers will have a contract with Collins Building Services ("Collins"), 1540 Broadway, New York, N.Y., for the cleaning of the interior and exterior window surfaces of the Building and the lobby twice a year at an annual cost of \$62,000. Each Lobby Unit Owner shall be responsible for cleaning the exterior window of its Unit, at its sole cost and expense. Each Unit Owner shall be responsible, at its sole cost and expense, for cleaning the interior of all windows bounding its Unit.

The cost of cleaning the Common Elements is projected to be \$268,000 for labor, including sales tax, and \$6,100 for supplies. In addition, based on information received from the Managing Agent of the Building, the cost of lighting maintenance and pest control is projected to be \$11,100.

The above labor expenses for the porters is based on the scheduled union contract rates with Local 32B/J through December 31, 1995 and thereafter until March 22, 1996 at the 1995 contract rates plus provision for a 4% increase in such rates. The current contract with Local 32B/J expires on December 31, 1995. No representation is made as to the wage rates that will be in effect upon the expiration of the Local 32B/J contract.

Projected wages for the First Condominium Year for the cleaning staff based on the foregoing contract rates, including provision for overtime, are as follows:

**Projected Wages for the  
Period Covered by Schedule B**

|         |           |
|---------|-----------|
| Porters | \$197,399 |
|---------|-----------|

Estimated annual payroll taxes, insurance (excluding workers' compensation) and other benefits to be paid on such wages for the First Condominium Year are as follows:

## Porters

|                        |            |
|------------------------|------------|
| FICA                   | \$13,746   |
| Unemployment Insurance | 2,135      |
| Disability Insurance   | 619        |
| Annuity Fund           | 1,849      |
| Health Fund            | 28,233     |
| Legal Fund             | 919        |
| Pension Fund           | 4,469      |
| Training Fund          | <u>321</u> |
|                        | \$52,289   |

The foregoing projection assumes that the annual payroll taxes, insurance (excluding workers' compensation) and other benefits to be paid on such wages will increase in 1996 by 4% over the 1995 level.

Employer FICA contributions are based upon a rate of 7.65% of gross wages.

Unemployment insurance is based on 6.10% of the first \$7,000 of annual earnings per employee.

Disability insurance is based on 0.70% of \$17,680 per employee per year.

The percentage and methods of computation shown above are currently in effect with regard to the Building but may vary because of changes in the experience rating for the Building or negotiation of additional or other benefits or for other reasons.

The estimated amount of payroll taxes, insurance and other benefits, when added to the projected wages, and to \$20,599 of sales tax on said wages and benefits, will be approximately equal the sum shown in the budget for cleaning expense. The budget estimate for the labor portion of the cleaning expense does not violate the New York State or federal minimum wage laws.

(4) ELEVATORS

A new three year contract with Millar Elevator Industries for the maintenance and repair of the passenger elevators at the Property has been entered into by the Condominium, dated June 13, 1995 (the "New Elevator Contract"). The budget projection is based on the new contract which provided for certain price discounts, based on vacancy rates, and certain price escalations, based on increases in the servicer's labor costs.

Elevator expenses for the First Condominium Year have been calculated as follows:

(i) For the period from March 23, 1995 through May 31, 1995, the contract amount is projected to total \$34,653, based on a base contract amount as of April 1995 of \$16,375 per month, less a projected vacancy credit of 15% of such cost, plus sales tax of 8.25%; (ii) for the period from June 1, 1995 through the end of the budget year is projected to total \$158,993, based on the New Contract amount, but without provision for the vacancy credit.

In addition, \$10,000 has been allocated for holiday coverage and miscellaneous elevator work during the budget year. (This amount is \$20,000 less than projected in Footnote 6 in the original offering plan because \$20,000 that had been budgeted for the installation of cables for security cameras had already been paid for by Sponsor.)

(5) REPAIRS AND MAINTENANCE

The amount budgeted for repairs to and maintenance of the Common Areas has been increased by approximately \$12,000 over the amount set forth in the original offering plan due to new projections provided by the Managing Agent. In addition, projected costs allocated to "miscellaneous" repairs in Footnote 7 in the original offering plan have now been allocated to specific categories of projected repairs. The breakdown of the projected costs is as follows:

|                        |               |
|------------------------|---------------|
| HVAC                   | \$90,500      |
| Electrical             | 18,000        |
| Plumbing               | 22,300        |
| Sprinkler & Fire Alarm | 30,800        |
| Local Laws             | 20,000        |
| Carpentry              | 15,500        |
| Flooring               | 11,700        |
| Masonry                | 6,000         |
| Air Sampling           | 5,000         |
| Glazing Repairs        | 2,500         |
| Consultant Fees        | <u>16,800</u> |
| Total                  | \$239,100     |

The budgeted amount does not include repairs, painting, maintenance or supplies that may be expended with respect to each Unit, the cost of which is the responsibility of the individual

Unit Owners. The estimate includes only the costs associated with the repair and maintenance of the Common Elements; it does not include a provision for capital repairs or replacements.

(6) PAYROLL WAGES AND BENEFITS

Because all building staff are, pursuant to the Management Agreement, being treated as employees of the Managing Agent, the budget amount has been increased over the amount set forth in the original offering plan due primarily to the inclusion of approximately \$114,000 in sales tax on the wages and benefits of the building staff discussed in this Footnote excluding the building manager and secretary, whose wages are not subject to sales tax. The benefit projections no longer assume a 2% increase over current statutory benefit rates. Footnote 12 in the original offering plan is hereby amended and restated to read in its entirety as follows:

The building staff for the First Condominium Year will consist of: (i) one Building Manager and one secretary, each non-union; (ii) security staff consisting of twelve full time guards to cover the various shifts and one part-time guard for summer replacement, with all such employees expected to be members of Local 32B/J; (iii) the freight elevator staff consisting of five full time freight operators to cover the various shifts and one part time freight operator for summer replacement, with all employees being members of Local 32B/J; and (iv) the engineering staff consisting of one Chief Engineer, one Assistant Chief Engineer, two Engineers, five Helpers, to cover the various shifts and one part time summer Helper, with all such employees expected to be members of Local 94.

The security staff and engineering staff are budgeted to provide the Building with 24 hours per day, 7 days a week service.

The following are the projected labor expenses for the First Condominium Year for the building staff complement, including wages, payroll taxes, benefits, sales tax where applicable, and, for all projected union personnel, a provision for overtime:

| <u>Position</u>   | <u>Employees</u> | <u>Projected Schedule B<br/>Budget Year Labor Expense</u> |
|-------------------|------------------|---|
| Building Manager  | 1                | \$96,642  |
| Secretary         | 1                | \$32,087  |
| Security Staff    | 13               | \$557,947   |
| Freight Operators | 6                | \$249,236   |
| Engineering       | <u>10</u>        | <u>\$698,588</u>  |
| Total             | 31               | \$1,634,500   |

The expenses shown for the non-union personnel (building manager and secretary) are based on: (i) approximately three months at current rates and (ii) approximately nine months at rates

projected to be in effect commencing July 1995, which rates are projected to be 6% higher than current rates. The expenses shown for the local 32B/J staff (security and freight elevator staff) are based on: (i) the union contract rates scheduled through December 31, 1995 and (ii) an increase in the 1995 contract rates of 4% for January 1, 1996 through the end of the budget year. The expenses for the Local 94 employees (engineering staff) are based on the scheduled 1995 and 1996 union contract rates.

The current contract with Local 32B/J expires on December 31, 1995. No representation is made as to the wage rates that will be in effect upon the expiration of the Local 32B/J contract.

The above estimate of expenses includes provision for ten (10) days sick pay, two (2) weeks vacation pay, eleven paid holidays, one paid health center visit day and a paid holiday for the employee's birthday.

Projected wages for the period covered by Schedule B for the building staff, based on the above described contracts and projections, are as follows:

Projected Wages

|                   |                |
|-------------------|----------------|
| Building Manager  | \$73,065       |
| Secretary         | 29,295         |
| Security Staff    | 392,155        |
| Freight Operators | 177,562        |
| Engineering       | <u>462,399</u> |

\$1,134,476

Estimated annual payroll taxes, insurance (excluding workers' compensation, the cost of which is included in the insurance section of this budget) and other benefits to be paid on such wages to the projected building staff, are as follows:

|  | Security         | Freight         | Engineering      | Building<br>Manager | Secretary      |
|--|------------------|-----------------|------------------|---------------------|----------------|
| FICA   | \$30,000         | \$13,584        | \$34,897         | \$5,381             | \$2,198        |
| Unemployment<br>Insurance                    | 5,765            | 2,562           | 4,206            | 427                 | 427            |
| Disability<br>Insurance                      | 1,609            | 743             | 1,155            | 124                 | 124            |
| Annuity Fund                                 | 4,437            | 1,849           | 41,383           | 4,022               | 0              |
| Health Fund                                  | 67,759           | 28,233          | 46,307           | 4,502               | 0              |
| Legal Fund                                   | 2,206            | 919             | 0                | 0                   | 0              |
| Sick   | 0                | 0               | 12,725           | 0                   | 0              |
| Pension Fund                                 | 10,725           | 4,469           | 35,523           | 3,452               | 0              |
| Training and<br>Safety<br>Fund               | 769              | 321             | 2,583            | 0                   | 0              |
| Benefits on<br>bonus<br>included in<br>wages | 0                | 0               | 2,378            | 263                 | 43             |
| Single Plan<br>Aetna                         | 0                | 0               | 0                | 4,000               | 0              |
| 401(K) Plan                                  | 0                | 0               | 0                | 1,407               | 0              |
|  | <u>\$123,269</u> | <u>\$52,678</u> | <u>\$181,157</u> | <u>\$23,577</u>     | <u>\$2,792</u> |

Employer FICA contributions are based upon a rate of 7.65% of gross wages.

Unemployment insurance is based on 6.10% of the first \$7,000 of annual earnings per employee.

Disability insurance is based on 0.70% of \$17,680 per employee per year.

The percentages and methods of computation shown above are currently in effect with regard to the Building but may vary because of changes in the experience rating for the Building or negotiation of additional or other benefits or for other reasons.

The estimated amount of payroll taxes, insurance and any other benefits for the projected building staff, when added to the projected wages for staff, will approximately equal the sum shown in the budget for labor expense. The budget estimate for labor expense does not violate the New York State or federal minimum wage laws.

(7) VIDEO SECURITY MAINTENANCE

The amount budgeted for this item has been reduced by approximately \$5,000 from the amount projected in the original offering plan because servicing of the new video security equipment installed in the Building, originally projected to boost Schedule B budget year costs over 1994 costs, is now expected to be provided gratis at least until April, 1996.

(8) MISCELLANEOUS OPERATING EXPENSES

The amount budgeted for the miscellaneous costs described in Footnote 14 in the original offering plan has increased from \$56,843 to \$82,200. The amount budgeted for the Board of Managers to review certain Unit Owner plans and specifications in accordance with the aforesaid Footnote has been reduced from \$50,000 to \$41,000 and moved to the "Miscellaneous Administrative" section of this budget.

(9) INSURANCE

The insurance policy obtained by Sponsor from MLW Services, Inc. does not provide for any Workers Compensation coverage (Section IV of the projected insurance, as outlined in Footnote 15 in the original offering plan) because the Board of Managers does not have any employees. In addition, (i) the deductible for the Building portion of the Property Coverage outlined in the aforesaid Footnote is amended to read "\$10,000," and (ii) the limit for the Products & Completed Operations - Aggregate portion of the Comprehensive General Liability coverage described in said Footnote is amended to read "\$2,000,000."

(10) MISCELLANEOUS ADMINISTRATIVE

This item has increased because of the transfer of \$41,200 to this budget category from "Miscellaneous Operating Expenses," as discussed in Footnote 8 above.

(11) CONTINGENCY

The contingency fund has been reduced to an amount which is less than 1% of all operating expenses associated with the Common Elements of the Property.

GENERAL

IN THE OPINION OF SPONSOR, THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED COMMON EXPENSES FOR THE FIRST FISCAL YEAR OF CONDOMINIUM OPERATION COMMENCING MARCH 23, 1995. THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL RENT (COMMON CHARGES) OR OTHER INCOME AND EXPENSES FOR SUCH FISCAL YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY WILL BE AS SET FORTH IN SAID SCHEDULE, AND IT IS LIKELY THAT THE ACTUAL COMMON CHARGES



AND OTHER ITEMS OF INCOME AND EXPENSE WILL VARY FROM THE AMOUNTS  
SHOWN IN THE SCHEDULE.



**SCHEDULE C - ESTIMATED INCOME & EXPENSE FOR RETAIL UNITS:  
FIRST CONDOMINIUM YEAR**

|                                      |                 | 1995/1996<br>(March 23, 1995 - March 22, 1996) |
|--------------------------------------|-----------------|--|
| <b>Estimated Income</b>              |                 |  |
| <u>Retail Units</u>                  | <u>Schedule</u> |  |
|                                      | <u>C-2</u>      |  |
| Units 1-C & C-5                      |                 | \$566,211                                      |
| Units 1-A,C-2,SC-6&7                 |                 | \$520,529                                      |
| Unit 1-B                             |                 | \$12,132                                       |
| Unit 1-E                             |                 | <u>\$0</u>                                     |
| Total Occupied Units                 |                 | <u>\$1,098,872</u>                             |
| Total Estimated Income               |                 | <u>\$1,098,872</u>                             |
| <b>Operating Expenses</b>            |                 |  |
| <u>Estimated Common Charges</u>      | <u>C-3</u>      |  |
| Units 1-C & C-5                      |                 | \$89,596                                       |
| Units 1-A,C-2,SC-6&7                 |                 | \$53,698                                       |
| Unit 1-B                             |                 | \$1,789  |
| Unit 1-E                             |                 | \$2,315  |
| Total Estimated Common Charges       |                 | \$147,398                                      |
| <u>Estimated Real Estate Taxes</u>   | <u>C-3</u>      |  |
| Units 1-C & C-5                      |                 | \$89,281                                       |
| Units 1-A,C-2,SC-6&7                 |                 | \$53,509                                       |
| Unit 1-B                             |                 | \$1,782  |
| Unit 1-E                             |                 | <u>\$2,307</u>                                 |
| Total Real Estate Taxes              |                 | \$146,880                                      |
| <u>Estimated Electricity Expense</u> |                 |  |
| Unit 1-B                             |                 | \$132  |
| Unit 1-E                             |                 | <u>\$264</u>                                   |
| Total Electricity Expense            |                 | <u>\$396</u>                                   |
| Total Estimated Operating Expenses   |                 | <u>\$294,674</u>                               |
| Estimated Cash Flow                  |                 | <u>\$804,198</u>                               |

**SCHEDULE C-1 - MONTHLY ESTIMATED INCOME & EXPENSE FOR RETAIL UNITS:  
FIRST CONDOMINIUM YEAR**

| Estimated Income                          | 1995                     |               |               |               |               |               |               |               |                |               |               |               | 1996          |               | Total            |
|---|--------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|---------------|---------------|---------------|---------------|---------------|------------------|
|   | March<br>(March 23-31st) | April         | May           | June          | July          | August        | September     | October       | November       | December      | January       | February      | March 1-22nd  | March 23-31st |                  |
| Chemical Bank Units                       | 12,843                   | 44,238        | 44,238        | 44,238        | 44,238        | 44,238        | 44,238        | 44,238        | 79,589         | 44,238        | 44,238        | 44,238        | 31,395        | 31,395        | 566,211          |
| Docks Restaurant Units                    | 12,272                   | 42,269        | 42,269        | 42,269        | 42,269        | 48,920        | 42,269        | 42,269        | 42,269         | 42,269        | 48,920        | 42,269        | 29,997        | 29,997        | 520,529          |
| Newstand Unit                             | 294                      | 1,011         | 1,011         | 1,011         | 1,011         | 1,011         | 1,011         | 1,011         | 1,011          | 1,011         | 1,011         | 1,011         | 717           | 717           | 12,132           |
| Walsh Unit                                | 0                        | 0             | 0             | 0             | 0             | 0             | 0             | 0             | 0              | 0             | 0             | 0             | 0             | 0             | 0                |
| <b>Total Estimated Income</b>             | <b>25,409</b>            | <b>87,518</b> | <b>87,518</b> | <b>87,518</b> | <b>87,518</b> | <b>94,169</b> | <b>87,518</b> | <b>87,518</b> | <b>122,869</b> | <b>87,518</b> | <b>94,169</b> | <b>87,518</b> | <b>62,110</b> | <b>62,110</b> | <b>1,098,872</b> |
| <b>Estimated Operating Expenses</b>       |                          |               |               |               |               |               |               |               |                |               |               |               |               |               |                  |
| Chemical Bank Units                       | 2,168                    | 7,466         | 7,466         | 7,466         | 52,107        | 7,466         | 7,466         | 7,466         | 7,466          | 7,466         | 52,107        | 7,466         | 5,299         | 5,299         | 178,878          |
| Docks Restaurant Units                    | 1,299                    | 4,475         | 4,475         | 4,475         | 31,230        | 4,475         | 4,475         | 4,475         | 4,475          | 4,475         | 31,230        | 4,475         | 3,176         | 3,176         | 107,207          |
| Newstand Unit                             | 46                       | 160           | 160           | 160           | 1,051         | 160           | 160           | 160           | 160            | 160           | 1,051         | 160           | 114           | 114           | 3,703            |
| Walsh Unit                                | 62                       | 215           | 215           | 215           | 1,368         | 215           | 215           | 215           | 215            | 215           | 1,368         | 215           | 153           | 153           | 4,886            |
| <b>Total Estimated Operating Expenses</b> | <b>3,576</b>             | <b>12,316</b> | <b>12,316</b> | <b>12,316</b> | <b>85,756</b> | <b>12,316</b> | <b>12,316</b> | <b>12,316</b> | <b>12,316</b>  | <b>12,316</b> | <b>85,756</b> | <b>12,316</b> | <b>8,741</b>  | <b>8,741</b>  | <b>294,674</b>   |
| <b>Total Estimated Cash Flow</b>          | <b>21,833</b>            | <b>75,202</b> | <b>75,202</b> | <b>75,202</b> | <b>1,762</b>  | <b>81,853</b> | <b>75,202</b> | <b>75,202</b> | <b>110,553</b> | <b>75,202</b> | <b>8,413</b>  | <b>75,202</b> | <b>53,369</b> | <b>53,369</b> | <b>804,198</b>   |

**SCHEDULE C-2 - MONTHLY ESTIMATED INCOME DETAIL FOR RETAIL UNITS:  
FIRST CONDOMINIUM YEAR**

| Retail Units -<br>Estimated Income | 1995          |        |        |        |        |        |           |         |          |          |         |          | 1996   |        | March<br>March 1-22nd | Total     |  |
|------------------------------------|---------------|--------|--------|--------|--------|--------|-----------|---------|----------|----------|---------|----------|--------|--------|-----------------------|-----------|--|
|                                    | March         |        |        |        |        |        |           |         |          |          |         |          | March  |        |                       |           |  |
|                                    | March 23-31st | April  | May    | June   | July   | August | September | October | November | December | January | February |        |        |                       |           |  |
| Chemical Bank Units                |               |        |        |        |        |        |           |         |          |          |         |          |        |        |                       |           |  |
| a. Scheduled Rent                  | 12,843        | 44,238 | 44,238 | 44,238 | 44,238 | 44,238 | 44,238    | 44,238  | 44,238   | 44,238   | 44,238  | 44,238   | 44,238 | 44,238 | 31,395                | 530,860   |  |
| b. Real Estate Taxes               | 0             | 0      | 0      | 0      | 0      | 0      | 0         | 0       | 0        | 35,351   | 0       | 0        | 0      | 0      | 0                     | 35,351    |  |
| Subtotal Chemical Bank Units       | 12,843        | 44,238 | 44,238 | 44,238 | 44,238 | 44,238 | 44,238    | 44,238  | 44,238   | 79,589   | 44,238  | 44,238   | 44,238 | 44,238 | 31,395                | 566,211   |  |
| Docks Restaurant Units             |               |        |        |        |        |        |           |         |          |          |         |          |        |        |                       |           |  |
| a. Scheduled Rent                  | 6,895         | 23,750 | 23,750 | 23,750 | 23,750 | 23,750 | 23,750    | 23,750  | 23,750   | 23,750   | 23,750  | 23,750   | 23,750 | 23,750 | 16,855                | 285,000   |  |
| b. Expense Escalation              | 101           | 347    | 347    | 347    | 347    | 347    | 347       | 347     | 347      | 347      | 347     | 347      | 347    | 347    | 246                   | 4,165     |  |
| c. Real Estate Taxes               | 0             | 0      | 0      | 0      | 0      | 6,651  | 0         | 0       | 0        | 0        | 6,651   | 0        | 0      | 0      | 0                     | 13,302    |  |
| d. Percentage Rent                 | 5,276         | 18,172 | 18,172 | 18,172 | 18,172 | 18,172 | 18,172    | 18,172  | 18,172   | 18,172   | 18,172  | 18,172   | 18,172 | 18,172 | 12,896                | 218,062   |  |
| Subtotal Docks Restaurant Units    | 12,272        | 42,269 | 42,269 | 42,269 | 42,269 | 48,920 | 42,269    | 42,269  | 42,269   | 42,269   | 48,920  | 42,269   | 42,269 | 42,269 | 29,997                | 620,529   |  |
| Newstand Unit                      |               |        |        |        |        |        |           |         |          |          |         |          |        |        |                       |           |  |
| a. Month to Month Rent             | 294           | 1,011  | 1,011  | 1,011  | 1,011  | 1,011  | 1,011     | 1,011   | 1,011    | 1,011    | 1,011   | 1,011    | 1,011  | 1,011  | 717                   | 12,132    |  |
| Subtotal Newstand Unit             | 294           | 1,011  | 1,011  | 1,011  | 1,011  | 1,011  | 1,011     | 1,011   | 1,011    | 1,011    | 1,011   | 1,011    | 1,011  | 1,011  | 717                   | 12,132    |  |
| Walsh Unit                         |               |        |        |        |        |        |           |         |          |          |         |          |        |        |                       |           |  |
| a. Month to Month Rent             | 0             | 0      | 0      | 0      | 0      | 0      | 0         | 0       | 0        | 0        | 0       | 0        | 0      | 0      | 0                     | 0         |  |
| Subtotal Walsh Unit                | 0             | 0      | 0      | 0      | 0      | 0      | 0         | 0       | 0        | 0        | 0       | 0        | 0      | 0      | 0                     | 0         |  |
| Total Estimated Income             | 25,409        | 87,518 | 87,518 | 87,518 | 87,518 | 94,169 | 87,518    | 87,518  | 87,518   | 122,869  | 87,518  | 94,169   | 87,518 | 87,518 | 62,110                | 1,098,872 |  |

**SCHEDULE C-3 - MONTHLY ESTIMATED OPERATING EXPENSE DETAIL FOR RETAIL UNITS:  
FIRST CONDOMINIUM YEAR**

| 1995  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 1996  |     |      |      |        |           |         |          |          |         |          |              |       |
|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-------|-----|------|------|--------|-----------|---------|----------|----------|---------|----------|--------------|-------|
| March                                       |  |  |  |  |  |  |  |  |  |  |  |  |  |  | March |     |      |      |        |           |         |          |          |         |          |              |       |
| March 23-31st                               |  |  |  |  |  |  |  |  |  |  |  |  |  |  | April | May | June | July | August | September | October | November | December | January | February | March 1-22nd | Total |
| Retail Units - Estimated Operating Expenses |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Chemical Bank Units                         |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| a. Common Charges                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Unit 1-C                                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Unit C-5                                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Total Common Charges                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| b. Real Estate Taxes                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Unit 1-C                                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Unit C-5                                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Total Real Estate Taxes                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Total Chemical Bank Units                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Docks, Restaurant Units                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| a. Common Charges                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Unit 1-A                                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Unit C-2                                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Unit SC-6                                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Unit SC-7                                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Total Common Charges                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| b. Real Estate Taxes                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Unit 1-A                                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Unit C-2                                    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Unit SC-6                                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Unit SC-7                                   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Total Real Estate Taxes                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Total Docks, Restaurant Units               |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Newsstand Unit                              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| a. Common Charges                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| b. Real Estate Taxes                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| c. Electricity                              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Total Newsstand Unit                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Walsh Unit                                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| a. Common Charges                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| b. Real Estate Taxes                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| c. Electricity                              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Total Walsh Unit                            |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |
| Total Estimated Operating Expenses          |  |  |  |  |  |  |  |  |  |  |  |  |  |  |       |     |      |      |        |           |         |          |          |         |          |              |       |

**SCHEDULE C-1 - 1994 ACTUAL RECEIPTS FROM RETAIL UNITS**

| <b>Actual Receipts</b>                              |     | <b>January</b> | <b>February</b> | <b>March</b>  | <b>April</b>  | <b>May</b>    | <b>June</b>   | <b>July</b>   | <b>August</b>  | <b>September</b> | <b>October</b> | <b>November</b> | <b>December</b> | <b>Total</b>     |
|---|-----|----------------|-----------------|---------------|---------------|---------------|---------------|---------------|----------------|------------------|----------------|-----------------|-----------------|------------------|
| <b>Chemical Bank - Units 1-C &amp; C-5</b>          |     |                |                 |               |               |               |               |               |                |                  |                |                 |                 |                  |
| a. Scheduled Rent                                   |     | 44,238         | 44,238          | 44,238        | 44,238        | 44,238        | 44,238        | 44,238        | 44,238         | 44,238           | 44,238         | 44,238          | 44,238          | 530,856          |
| b. Real Estate Taxes                                |     | 0              | 0               | 0             | 0             | 0             | 0             | 0             | 49,800         | 0                | 0              | 0               | 0               | 49,800           |
| Subtotal Chemical Bank Units 1-C & C-5              |     | 44,238         | 44,238          | 44,238        | 44,238        | 44,238        | 44,238        | 44,238        | 94,038         | 44,238           | 44,238         | 44,238          | 44,238          | 580,656          |
| <b>Docks Restaurant - Units 1-A-C-2, SC-6&amp;7</b> |     |                |                 |               |               |               |               |               |                |                  |                |                 |                 |                  |
| a. Scheduled Rent                                   |     | 23,750         | 23,750          | 23,750        | 23,750        | 23,750        | 23,750        | 23,750        | 23,750         | 23,750           | 23,750         | 23,750          | 23,750          | 285,000          |
| b. Expense Escalation                               |     | 212            | 212             | 212           | 212           | 423           | 0             | 423           | 212            | 0                | 3,406          | 0               | 347             | 5,659            |
| c. Real Estate Taxes                                |     | 0              | 10,518          | 0             | 0             | 0             | 0             | 0             | 6,218          | 0                | 0              | 0               | 0               | 16,766           |
| d. Percentage Rent                                  | (A) | 0              | 0               | 0             | 0             | 25,000        | 25,000        | 25,000        | 25,000         | 0                | 50,000         | 0               | 25,000          | 175,000          |
| Subtotal Docks Restaurant Units 1-A-C-2,            |     | 23,962         | 34,510          | 23,962        | 23,962        | 49,173        | 48,750        | 49,173        | 55,180         | 23,750           | 77,156         | 23,750          | 49,097          | 482,425          |
| <b>Newsstand - Unit 1-B</b>                         |     |                |                 |               |               |               |               |               |                |                  |                |                 |                 |                  |
| a. Month to Month Rent                              |     | 1,011          | 1,011           | 1,011         | 1,011         | 1,005         | 1,011         | 1,011         | 1,011          | 1,002            | 1,004          | 1,006           | 0               | 11,094           |
| Subtotal Newsstand Unit 1-B                         |     | 1,011          | 1,011           | 1,011         | 1,011         | 1,005         | 1,011         | 1,011         | 1,011          | 1,002            | 1,004          | 1,006           | 0               | 11,094           |
| <b>Walsh - Unit 1-E</b>                             |     |                |                 |               |               |               |               |               |                |                  |                |                 |                 |                  |
| a. Scheduled Rent                                   |     | 0              | 0               | 0             | 0             | 0             | 0             | 0             | 0              | 0                | 0              | 0               | 0               | 0                |
| Subtotal Walsh Unit 1-E                             |     | 0              | 0               | 0             | 0             | 0             | 0             | 0             | 0              | 0                | 0              | 0               | 0               | 0                |
| <b>Total Retail Receipts</b>                        |     | <b>69,211</b>  | <b>79,759</b>   | <b>69,211</b> | <b>69,211</b> | <b>94,416</b> | <b>93,999</b> | <b>94,422</b> | <b>150,229</b> | <b>68,990</b>    | <b>122,398</b> | <b>68,994</b>   | <b>93,335</b>   | <b>1,074,175</b> |

(A) For the 1994 calendar year, the percentage rent due under the Docks Lease, as per the Naming Agent, totaled \$ 203,910, of which \$175,000 was paid.





FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES C THROUGH C-4

Retail Units

Copies of the Existing Leases for the Retail Units are available for review at the office of the Selling Agent. Certain terms and provisions of those leases are summarized below. All leases should be read in their entirety for a full understanding of the terms and conditions of the leases as well as the provisions summarized herein.

Chemical Bank Units (Units 1-C & C-5)

|                              |  |
|------------------------------|--|
| Lease Amendment Date:        | October 1, 1983                              |
| Lease Termination Date:      | September 30, 1998                           |
| Square Footage as            | 11,700 SF Ground Floor                       |
| calculated in First Chemical | <u>4,500 SF Concourse</u>                    |
| Lease                        | 16,200 SF                                    |
| Scheduled Rent:              | \$480,860.00 per annum as of October 1, 1983 |
| Rent Step-ups:               | \$10,000.00 as of October 1, 1988            |
|                              | \$40,000.00 as of October 1, 1993            |

Real Estate Tax Escalation:

Base Year: July 1, 1983/June 30, 1984  
Base Year Tax: \$3,044,787.00  
Tenant's Proportionate Share: 2.02%  
Note: Under First Chemical Lease, real estate taxes are billed in arrears (i.e., 1994/1995 was billed in July 1995 and 1995/1996 will be billed July 1996).

Electric:

Direct Meter

Renewal Option:

One renewal option for a term of ten years.  
Renewal at fair market rent as described in First Chemical Lease. Option to renew must be exercised by October 1, 1997.

FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES C THROUGH C-4 CONT'D

Other:

Tenant is required to reimburse Landlord for the cost to provide condenser water to the premises. Cost not to exceed \$3,564 per annum.

Docks Restaurant Units (Units 1-A, C-1, SC-6 & 7)

Lease Commencement Date:

December 1, 1983

Lease Termination Date:

December 31, 2007

Square Footage:

Not Determined in Lease

Scheduled Fixed Rent:

\$275,000.00 per annum at Lease Commencement

Rent Step-ups:

\$10,000.00 as of January 1, 1993  
\$65,000.00 as of January 1, 1998  
\$25,000.00 as of January 1, 2003

Operating Expense Escalation: Base Operating Expenses: 1987 Calendar Year.

Real Estate Tax Escalation:

Base Year: July 1, 1986 to June 30, 1987 FY  
Base Year Tax: \$3,504,430.12  
Tenant's Proportionate Share: 1.05%

Steam:

Landlord to provide steam during the heating season and tenant to pay for the cost of steam as measured by a meter to be installed by tenant.

Percentage Rent:

Breakpoint: \$4,000,000  
Percentage Rent Factor: 5%

Electric:

Direct Meter

Renewal Option:

None

FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES C THROUGH C-4 CONT'D

Newsstand Unit (Unit 1-B)

Month to Month Rent:

\$12,000 per annum (net of electric charges)  
\$12,257 per annum (inclusive of electric charge)

Term:

Month-to-Month

Escalations:

None

Electric:

Tenant to pay electric based on survey.

Walsh Unit (Unit 1-E)

Scheduled Rent:

\$0

Term:

Month-to-Month

Escalations:

None

Note: Walsh Messenger currently occupies its space rent free in return for supplying services to messengers in the Building.

Income

The following is a breakdown of the sources of estimated income, subject to collection, from the tenants of the Chemical Bank Units and the Docks Units for the First Condominium Year.

Chemical Bank Units

Current Scheduled Rent:

\$530,860 per annum.

Real Estate Taxes:

For the purposes of this presentation the real estate tax escalation income for the First Condominium Year is based on the 1994/95 real estate taxes for the Property.<sup>1</sup>

---

<sup>1</sup>According to the Managing Agent, only 50% of the Grand Central Business District Tax is included in this calculation based on historical billings of Chemical, although to Sponsor's knowledge, there is no written agreement between the parties to that effect.

FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES C THROUGH C-4 CONT'D

|                             |                |
|-----------------------------|----------------|
| 1994/95 Real Estate Tax:    | \$4,728.405.00 |
| Legal Fees: Tax Reduction:  | \$ 66,432.00   |
| Total                       | \$4,794.837.00 |
| Base Year - 1983/84         | \$3,044,787.00 |
| Increase Over Base Year     | \$1,750,049.76 |
| Tenant's Percentage Share:  | 2.02%          |
| Due for 1994/95 Year:       | \$ 35,351.00   |
| Estimated Tax Escalation    |                |
| For First Condominium Year: | \$ 35,351.00   |

Docks Restaurant Units

Current Scheduled Rent: \$285,000 per annum.

|                               |                            |             |
|-------------------------------|----------------------------|-------------|
| Operating Expense Escalation: | 1993 Operating Expenses:   | \$5,669.576 |
|                               | Base Year 1987:            | \$5,272.913 |
|                               | Increase:                  | \$ 396,663  |
|                               | Tenant's Percentage Share: | 1.05%       |
|                               | Annual Escalation:         | \$ 4,165    |
|                               | Monthly Escalation:        | \$ 347      |

Due to the fact that Operating Expenses for the 1996 year have not as yet been determined, the estimates contained herein do not project an increase in the Operating Expense Escalation for 1996. Consequently, the Operating Expense income for the First Condominium Year is based on the current tenant billing. Furthermore, please note Schedule C-4 (1994 Actual Receipts) reflects a large payment in October 1994 in the amount of \$3,406. This amount reflects an increase in the Expense Escalation in September from \$212 to \$347 or \$135 per month. The difference was then billed to Docks retroactively to January 1993 and Docks paid the retroactive increases in October 1994.

Real Estate Taxes: The real estate tax escalation income for First Condominium Year is based on the 1995/96 real estate taxes for the Property. Please note that

FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES C THROUGH C-4 CONT'D

the 1995/96 calculations were provided by the Managing Agent for the Property.

|                              |                |
|------------------------------|----------------|
| 1995/96 Real Estate Tax:     | \$4,771,310.80 |
| Base Year - 1986/87:         | \$3,504,435.00 |
| Increase Over Base Year:     | \$1,266,880.68 |
| Tenant's Percentage Share:   | <u>1.05%</u>   |
| Estimated Tax Escalation for |                |
| First Condominium Year:      | \$ 13,302.25   |



**SCHEDULE D - ESTIMATED INCOME & EXPENSE FOR CHEMICAL  
OFFICE UNITS: FIRST CONDOMINIUM YEAR**

| <u>Estimated Income</u>                 |                 | 1995/1996<br>(March 23, 1995 - March 22, 1996) |
|---|-----------------|--|
|   | <u>Schedule</u> |  |
| <u>Estimated Income</u>                 | <u>D-2</u>      |  |
| Unit 5                                  |                 | \$662,808                                      |
| Unit 6 & 7                              |                 | \$4,648,235                                    |
| Unit 8                                  |                 | <u>\$1,870,695</u>                             |
| Total Estimated Income                  |                 | \$7,181,738                                    |
| <br><u>Estimated Operating Expenses</u> |                 |  |
| <u>Estimated Common Charges</u>         | <u>D-3</u>      |  |
| Unit 5                                  |                 | \$204,338                                      |
| Unit 6                                  |                 | \$204,692                                      |
| Unit 7                                  |                 | \$205,048                                      |
| Unit 8                                  |                 | <u>\$189,181</u>                               |
| Total Estimated Common Charges          |                 | \$803,260                                      |
| <u>Estimated Real Estate Taxes</u>      | <u>D-3</u>      |  |
| Unit 5                                  |                 | \$203,621                                      |
| Unit 6                                  |                 | \$203,973                                      |
| Unit 7                                  |                 | \$204,328                                      |
| Unit 8                                  |                 | <u>\$188,517</u>                               |
| Total Real Estate Taxes                 |                 | \$800,439                                      |
| <u>Estimated Electricity Expense</u>    | <u>D-3</u>      |  |
| Unit 5                                  |                 | \$18,369                                       |
| Unit 6                                  |                 | \$57,352                                       |
| Unit 7                                  |                 | \$57,352                                       |
| Unit 8                                  |                 | <u>\$52,822</u>                                |
| Total Estimated Electricity             |                 | \$185,896                                      |
| <u>Est. Other Operating Expenses</u>    | <u>D-3</u>      |  |
| Unit 5                                  |                 | \$30,990                                       |
| Unit 6                                  |                 | \$96,756                                       |
| Unit 7                                  |                 | \$96,756                                       |
| Unit 8                                  |                 | <u>\$89,114</u>                                |
| Total Other Operating Expenses          |                 | <u>\$313,617</u>                               |
| Total Estimated Operating Expenses      |                 | <u>\$2,103,211</u>                             |
| Estimated Cash Flow                     |                 | <u>\$5,078,527</u>                             |

**SCHEDULE D-1 - MONTHLY ESTIMATED INCOME & EXPENSE  
FOR CHEMICAL OFFICE UNITS: FIRST CONDOMINIUM YEAR**

| Estimated Income                   | 1995                    |         |         |         |         |         |           |         |          |          |         |          | 1996         |           | Total |
|------------------------------------|-------------------------|---------|---------|---------|---------|---------|-----------|---------|----------|----------|---------|----------|--------------|-----------|-------|
|                                    | March<br>(March 23-31s) | April   | May     | June    | July    | August  | September | October | November | December | March   |          |              |           |       |
|                                    |                         |         |         |         |         |         |           |         |          |          | January | February | March 1-22nd |           |       |
| Unit 5                             | 15,605                  | 53,750  | 53,750  | 53,750  | 53,750  | 62,652  | 53,750    | 53,750  | 53,750   | 53,750   | 62,652  | 53,750   | 38,145       | 662,808   |       |
| Units 6 & 7                        | 108,637                 | 374,194 | 374,194 | 374,194 | 374,194 | 453,149 | 374,194   | 374,194 | 374,194  | 374,194  | 453,149 | 374,194  | 265,557      | 4,648,235 |       |
| Unit 8                             | 43,494                  | 149,811 | 149,811 | 149,811 | 149,811 | 186,292 | 149,811   | 149,811 | 149,811  | 149,811  | 186,292 | 149,811  | 106,318      | 1,870,695 |       |
| Total Estimated Income             | 167,735                 | 577,755 | 577,755 | 577,755 | 577,755 | 702,093 | 577,755   | 577,755 | 577,755  | 577,755  | 702,093 | 577,755  | 410,020      | 7,181,738 |       |
| Estimated Operating Expenses       |                         |         |         |         |         |         |           |         |          |          |         |          |              |           |       |
| Unit 5                             | 6,131                   | 21,116  | 21,116  | 21,116  | 122,927 | 21,116  | 21,116    | 21,116  | 21,116   | 21,116   | 123,038 | 21,228   | 15,064       | 457,318   |       |
| Unit 6                             | 8,658                   | 29,822  | 29,822  | 29,822  | 131,808 | 29,822  | 29,822    | 29,822  | 29,822   | 29,822   | 132,155 | 30,169   | 21,410       | 562,774   |       |
| Unit 7                             | 8,667                   | 29,851  | 29,851  | 29,851  | 132,016 | 29,851  | 29,851    | 29,851  | 29,851   | 29,851   | 132,362 | 30,199   | 21,431       | 563,485   |       |
| Unit 8                             | 7,990                   | 27,521  | 27,521  | 27,521  | 121,779 | 27,521  | 27,521    | 27,521  | 27,521   | 27,521   | 122,098 | 27,841   | 19,757       | 519,634   |       |
| Total Estimated Operating Expenses | 31,445                  | 108,311 | 108,311 | 108,311 | 508,530 | 108,311 | 108,311   | 108,311 | 108,311  | 108,311  | 509,652 | 109,437  | 77,662       | 2,103,211 |       |
| Total Estimated Cash Flow          | 136,290                 | 469,444 | 469,444 | 469,444 | 69,225  | 593,783 | 469,444   | 469,444 | 469,444  | 469,444  | 192,441 | 468,319  | 332,358      | 5,078,527 |       |



Proctor, Raydon, Connell Ltd.  
8 Columbia Circle, New York, New York 10008  
Tel: 212 677 1000, Fax: 212 677 1029

## MECHANISMS OF LOSS

EACH UNIT CONSISTS OF THE AREA MEASURED VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW THE LAIR AND THE BOTTOM OF THE CONCRETE SLAB ABOVE THE LAIR AND (2) HORIZONTALITY BY MEASURING THE EXTENSION WALLS OF THE BUILDING RELATIVE TO THE LAIR (THE LAIR AND THE EXTENSION WALLS) (OTHER THAN THE EXTENSION EXTERIOR WALLS) SEPARATING THE LAIR FROM COMMON ELEMENTS AND (3) THE CENTER LINE OF WALLS SEPARATING THE LAIR FROM OTHER UNITS. REFERENCES IN THIS PARAGRAPH TO THE INTERIOR FACE OF EXTERIOR FACE ARE FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE LAIR.

**DECLASS :**

THE TRAVELERS INSURANCE COMPANY  
300 CANTON ST.  
NEW YORK, N.Y. 10013

## NOTES ON CONTRIBUTORS

STATE OF NEW YORK  
COUNTY OF NEW YORK

**ROBERT SETH HAYDEN R.A.**

MOBILIZATION  
SWORN TO BEFORE ME THIS

TAX LOT CERTIFICATION

**QUESTIONS**

150

633 THIRD AVENUE  
NEW YORK, N.Y.

[illegible]

29TH FLOOR

8-23-83 4-28

Each unit consists of the area measured (1) vertically from the top of the concrete slab below the unit and the bottom of the concrete slab above the unit; (2) horizontally from the interior wall of the room containing the unit to the exterior wall of the building enclosing the unit; (3) the exterior face of walls separating the unit from common elements and (4) the entire unit area less the area of the unit's interior face and the area of the unit's exterior face or exterior face and area from the perspective of a person standing within the unit.

DEFENDANT: THE TRAVELERS INSURANCE COMPANY  
300 GRAMMCH ST.  
NEW YORK, N.Y. 10013

MOLECULAR IDENTIFICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK

THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING, AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY REPRESENTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

Y R MUMUKH KUTS DEMOCR

NOTARIZATION  
BEFORE ME THIS  
DAY OF 19

TAX LOT CERTIFICATION

**References**

— MADE

633 THIRD AVENUE

NEW YORK, N.Y.

1000

**28TH FLOOR**

11-1-1  
A-28  
1-23-96

Project: 633 Third Avenue  
 Date: 10/1/10  
 Scale: 1/8" = 1'-0"

**NOTES:**  
 EACH UNIT CONSISTS OF THE AREA MEASURED:  
 (1) VERTICALLY FROM THE TOP OF THE CONCRETE  
 SLAB ABOVE THE UNIT AND (2) HORIZONTALLY IN  
 (A) THE INTERIOR FACE OF THE ENCLOSING CONSTRUCTIVE  
 WALLS OF THE UNIT AND (B) THE INTERIOR FACE OF THE  
 EXTERIOR WALLS OF THE BUILDING.  
 (3) THE AREA OF THE UNIT SHALL BE MEASURED  
 (OTHER THAN THE AREA OF THE EXTERIOR WALLS)  
 SEPARATING THE UNIT FROM THE COMMON HALLWAY AND  
 FROM OTHER UNITS, RETRACTIONS IN THE PARALLEL  
 TO THE INTERIOR FACE OF EXTERIOR WALLS ARE THEN  
 THE UNIT.  
 THE UNIT SHALL BE MEASURED AS A PERSON STANDING WITHIN  
 THE UNIT.

**EXPLANATION:**

THE TRAILERS INSURANCE COMPANY  
 100 WALL STREET  
 NEW YORK, N.Y. 10013

**PROPERTY CERTIFICATION:**

STATE OF NEW YORK  
 COUNTY OF NEW YORK  
 I, \_\_\_\_\_, CLERK OF THE COUNTY OF NEW YORK,  
 DO hereby certify that this plan is an accurate  
 copy of a portion of the plans of the BUILDING  
 EXISTING WITHIN THE CITY OF NEW YORK AND THAT IT  
 SHOWS THE LAYOUT, LOCATION, UNIT ELEVATION AND  
 APPROXIMATE DIMENSIONS OF THE UNIT AS SHOWN.

RECORDED BY: \_\_\_\_\_

NOTIFICATION  
 TO BE FILED IN THE

DATE OF

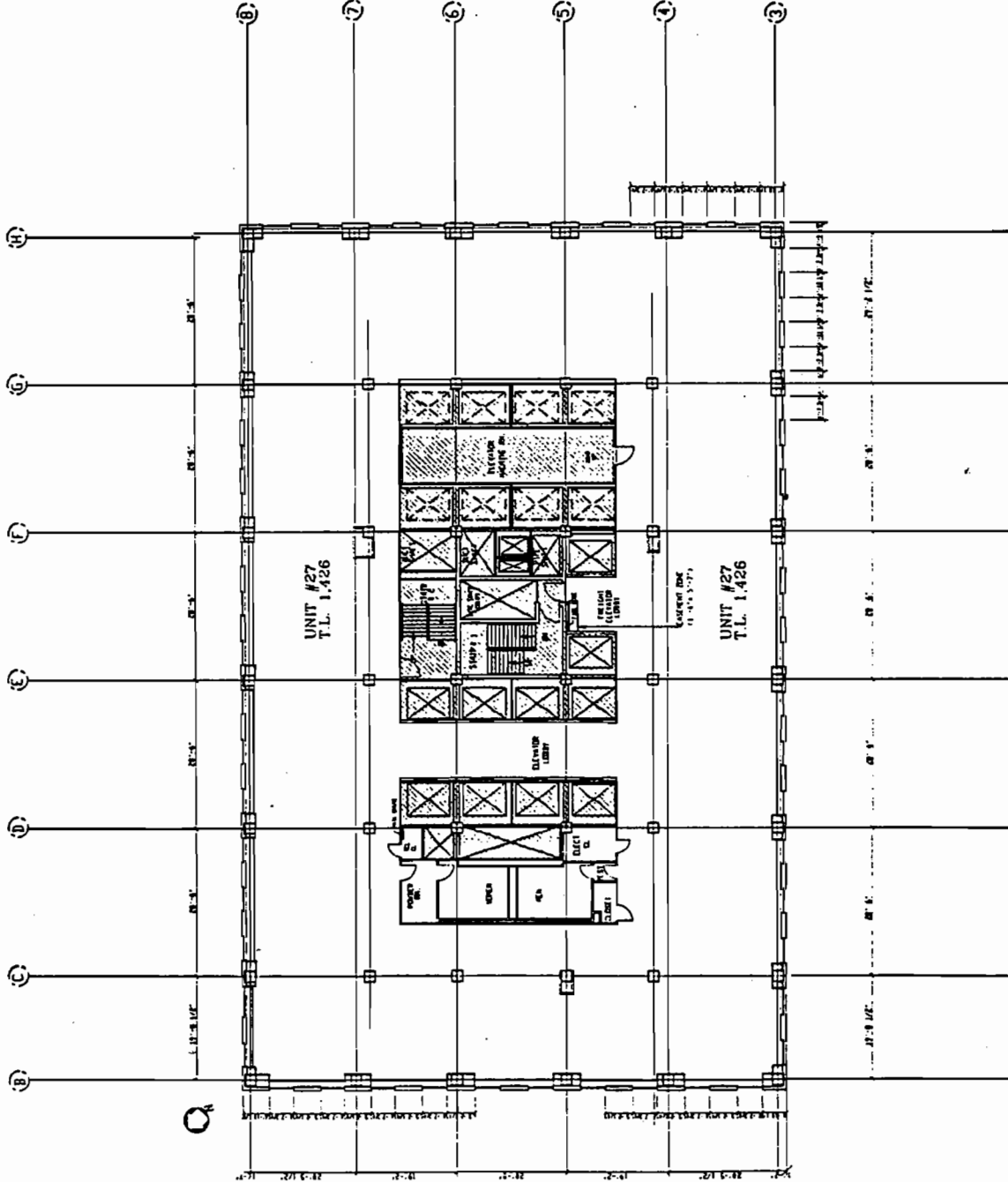
FOR 101 CERTIFICATION  
 THE UNIT DIMENSIONS AND THE UNIT LOT MODIFIERS  
 SHOWN ON THIS PLAN SHALL BE THE SAME AS THE  
 DIMENSIONS SHOWN ON THE 101 MAP OF THE CITY OF  
 NEW YORK, BUREAU OF THE CITY OF

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

633 THIRD AVENUE  
 NEW YORK, N.Y.

27TH FLOOR

2-21-10 A-27



Brooks Bayless Consulting Ltd  
1 Columbia Circle, New York, New York 10008  
212 877 0000, Fax 212 877 2010

## REFERENCES

EACH UNIT CONSISTS OF THE AREA MEASURED: (1) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW THE UNIT AND TO THE BOTTOM OF THE UNIT; (2) HORIZONTALLY BY THE AREA OF THE INTERIOR FACE OF THE INDOOR WALLS OF THE ENTRANCE WALLS OF THE BUILDING BOUNDING THE UNIT; (3) THE ENTRANCE FACE OF WALLS CONNECTED TO THE INTERIOR WALLS OF THE BUILDING BOUNDING THE UNIT FROM COMMON WALLS (ELEMENTS); (4) THE CENTER LINE OF WALLS SURROUNDING THE UNIT; (5) THE INTERIOR WALLS OF THE ENTRANCE FACE OF THE INTERIOR FACE OF THE ENTRANCE FACE FROM THE PERIPHERY OF A PUSION STANCHION WITHIN THE UNIT.

**UNIVERSITY :**

THE TRAVELERS INSURANCE COMPANY  
ATTN: JONATHAN SALTZMAN  
11001 AVENUE C  
SUITE 1000  
NEW YORK, NY 10013

SUBJECTS COMMUNICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK

DOCS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY REPRESENTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

DOUGLAS CITY, MISSISSIPPI

DECLARATION  
SWORN TO BEFORE ME THIS  
DAY OF 19

TAX LOT CERTIFICATION  
THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK BOROUGH OF MANHATTAN

part

633 THIRD AVENUE  
NEW YORK, N.Y.

1000

26TH FLOOR

1-23-93 A-26

Brooks Bayless Limited Ltd  
4 Columbia Circle New York, New York 10013  
212 671 9000, Fax 212 671 2046

**SUMMARY OF FINDINGS**

EACH UNIT CONSISTS OF THE AREA MEASURED (1) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW THE UNIT AND THE BOTTOM OF THE CONCRETE SLAB ABOVE THE UNIT; AND (2) HORIZONTALLY BY THE INTERIOR FACE OF THE STRUCTURE CONSTRUCTING THE UNIT TO THE INTERIOR FACE OF THE NEXT ADJACENT UNIT (OTHER THAN THE INTERIOR FACE OF WALLS SEPARATING THE UNIT FROM CORNER ELEMENTS AND (C) THE CENTER LINE OF WALLS SEPARATING THE UNIT FROM OTHER UNITS. MEASUREMENTS IN THIS PARAGRAPH TO THE INTERIOR FACE OF OUTDOOR FACE ARE FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE UNIT.

**Exigency :**

THE TRAVELERS INSURANCE COMPANY  
330 CIRCUMCH 51  
NEW YORK, N.Y. 10013

## NOTES ON CONTRIBUTORS

STATE OF NEW YORK  
COUNTY OF NEW YORK  
SECURITY OF NEW YORK  
TO BE CLERK THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
AS FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY  
REPRESENTS THE LAYOUT, LOCATION, DESIGNATION AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS SHOWN.

WILLIAM HAYDEN R.A.

DECLASSIFICATION  
SWORN TO BEFORE ME THIS  
DAY OF 19

TAX LOT CERTIFICATION

—

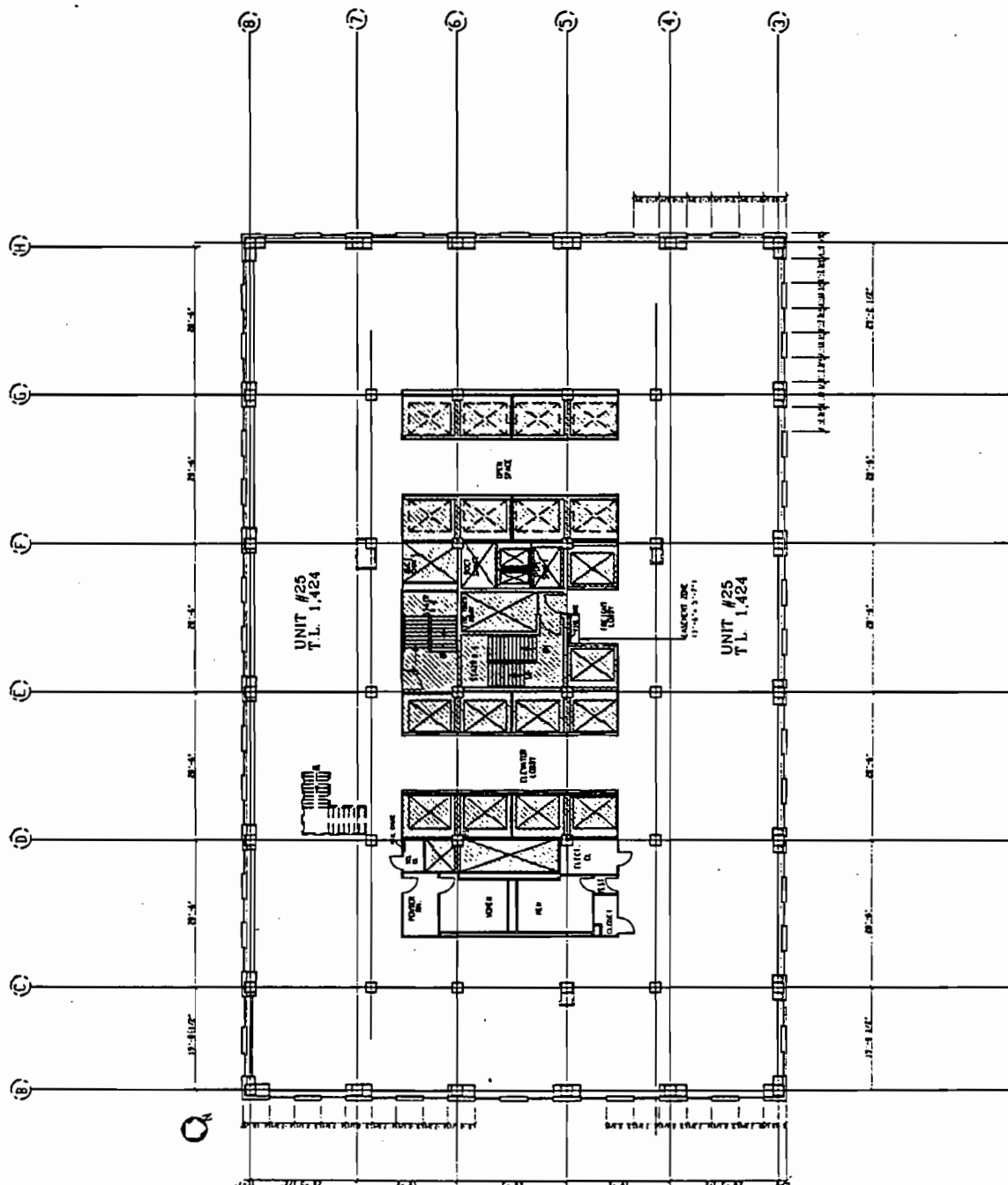
**QUESTIONS**

633 THIRD AVENUE  
NEW YORK, N.Y.

**SECRET**

25TH FLOOR

2-23-95



## MECHANISMS OF LOSS

EACH UNIT CONSISTS OF THE AREA BOUNDED (1) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW THE UNIT AND THE BOTTOM OF THE CONCRETE SLAB ABOVE THE UNIT, AND (2) HORIZONTALLY BY THE INTERIOR FACE OF THE PROJECTION CONSTRUCTING THE UNIT FROM THE INTERIOR FACE OF THE PROJECTION CONSTRUCTING THE ADJACENT EXTERIOR WALLS (OTHER THAN THE ADJACENT EXTERIOR WALLS SEPARATING THE UNIT FROM CONCRETE ELEMENTS AND (3) THE CENTER LINE OF WALLS SEPARATING THE UNIT FROM OTHER WALLS INTERFERING IN THIS PARAGRAPH TO THE INTERIOR FACE ON EXTERIOR FACE ARE FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE UNIT.

**Document :**

11001 LN 2804 ALB  
15 HOMERIDGE BRT  
AMERICO INTERNSA SULTYRAI 341

## CONFLICTS OF INTEREST

STATE OF NEW YORK  
CITY OF NEW YORK  
COUNTY OF NEW YORK  
IN SENATE,  
January 11, 1966.  
REPORT  
OF THE  
COMMISSIONER OF  
THE  
DEPARTMENT OF  
SOCIETY SERVICES  
IN RESPONSE TO  
A RESOLUTION  
PASSED BY THE  
SENATE  
ON JANUARY 11, 1965.  
ALBANY: THE STATE OF NEW YORK  
PRINTING OFFICE, 1966.

BOUNDED SETS WITH BAYESIAN R.A.

MO/ARIZONA  
STATION 10 BEFORE ME THIS  
DAY OF 19

TAX LOT CERTIFICATE  
THE LIST OF LOCATIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK BOROUGH OF MANHATTAN

9/20/2008

633 THIRD AVENUE  
NEW YORK, N.Y.

[illegible]

24TH FLOOR

1-23-65  
 A-24  
 1-23-65

# Private Nurses' Quarters Agreement

Approved by the Board of Directors of the  
 1000 Third Avenue, New York, N.Y. 10015

**DEFINITIONS OF UNITS**  
 EACH UNIT CONSISTS OF THE AREA MEASURED  
 (1) BETWEEN THE INTERIOR WALLS OF THE CONCRETE  
 WALLS OF THE UNIT AND THE INTERIOR WALLS OF THE  
 WALLS OF THE UNIT AND (2) CONSIDERED BY  
 THE BOARD OF DIRECTORS TO BE THE UNIT CONTAINING  
 THE INTERIOR WALLS OF THE BUILDING BEARING  
 THE UNIT, (B) THE INTERIOR WALLS OF WALLS  
 SEPARATING THE UNIT FROM COMMON ELEMENTS AND  
 (C) THE CENTER LINE OF WALLS SEPARATING THE UNIT  
 FROM OTHER UNITS, EXCEPT IN THE PROVISIONS  
 HEREIN, THE UNIT SHALL BE CONSIDERED TO BE THE  
 PORTION OF A PERSON STANDING WITHIN  
 THE UNIT.

**DECLARATION:**  
 THE TRAVELERS INSURANCE COMPANY  
 1000 THIRD AVENUE  
 NEW YORK, N.Y. 10015

**ARCHITECT'S CERTIFICATION**  
 STATE OF NEW YORK  
 COUNTY OF NEW YORK  
 THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
 COPY OF THE ORIGINAL PLAN AS SUBMITTED TO THE  
 BOARD OF DIRECTORS OF THE TRAVELERS INSURANCE  
 COMPANY, CITY OF NEW YORK AND THAT THE PLAN  
 IS IN ACCORDANCE WITH THE REQUIREMENTS AND  
 APPROPRIATE DIMENSIONS OF THE UNITS AS SET.

BOARD OF DIRECTORS

**MOTIVATION**  
 SHOWN TO BECOME IN THIS  
 DAY OF 19

**THE LOT CERTIFICATION**  
 THE BOARD OF DIRECTORS OF THE TRAVELERS INSURANCE  
 COMPANY, CITY OF NEW YORK, HAS REVIEWED THE  
 DIMENSIONS SHOWN ON THE LOT MAPS OF THE REAL  
 ESTATE AS SET FORTH IN THE CITY OF  
 NEW YORK, BUREAU OF BUILDINGS.

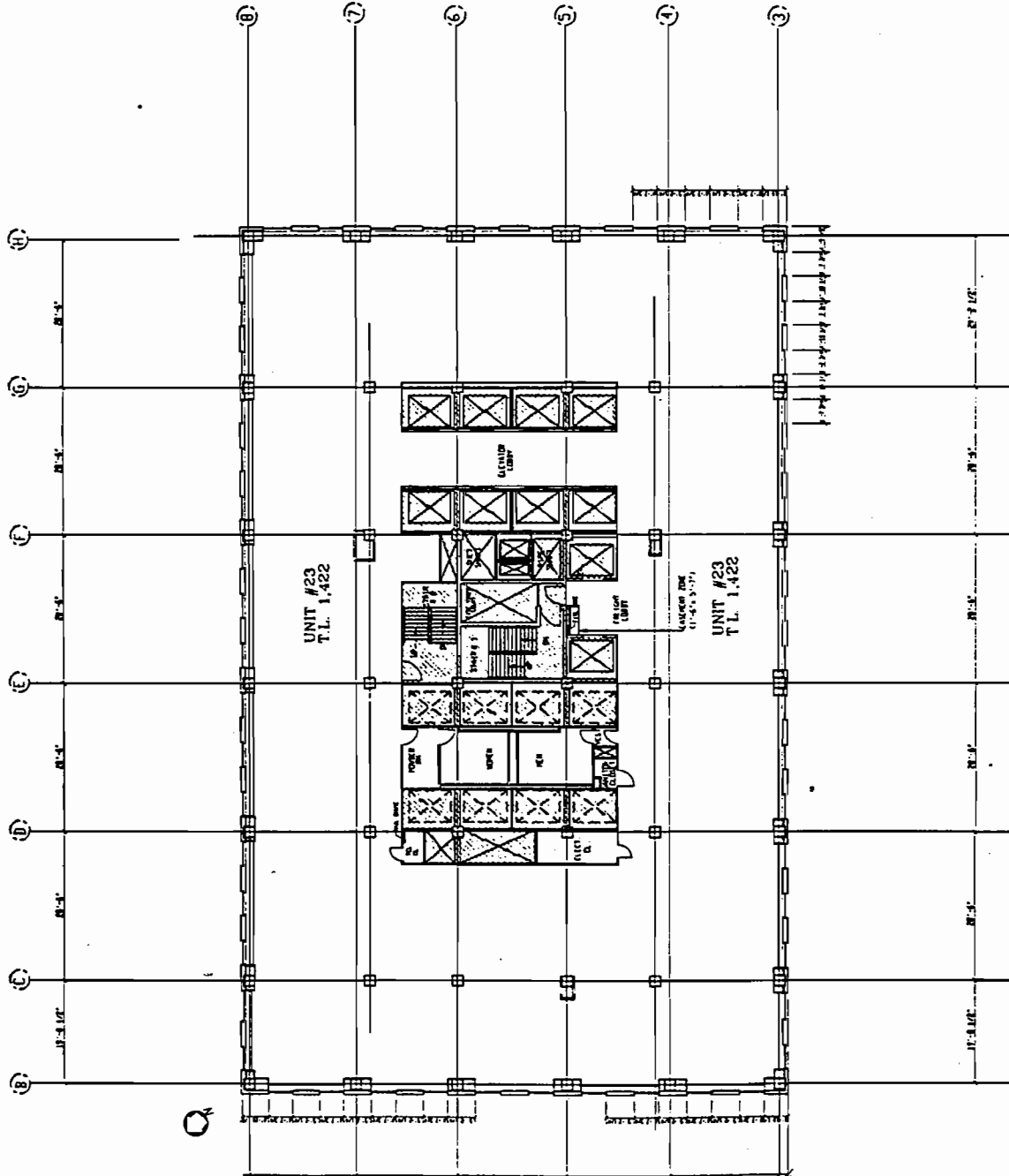
**DATE** \_\_\_\_\_ **SIGNATURE** \_\_\_\_\_

1000 THIRD AVENUE  
 NEW YORK, N.Y.

APPROVED BY \_\_\_\_\_  
 DATE \_\_\_\_\_

23RD FLOOR

8-23-85 A-23



**PERIMETERS OF WALLS**

EACH UNIT CONSISTS OF THE AREA MEASURED (1) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW THE UNIT AND THE BOTTOM OF THE CONCRETE SLAB ABOVE THE UNIT, (2) INCLUDING THE PERIMETER OF THE EXTERIOR WALLS OF THE BUILDING INCLUDING THE UNIT, (3) THE EXTERIOR FACE OF WALLS OTHER THAN THE ABOVE-SO-CALLED CORNER ELEMENTS, AND (4) THE CENTER LINE OF WALLS SEPARATING THE UNIT FROM THE INTERIOR FACE OF WALLS OTHER THAN THE PERIMETER OF A PERSON STANDING WITHIN THE UNIT.

DECLARANT :  
THE TRAVELERS INSURANCE COMPANY  
300 CIRCUMCH ST.  
NEW YORK, N.Y. 10013

## NON-FACTS COMMUNICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK  
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
COPIES OF WHICH ARE FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY  
REPRESENTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS PLANNED.

VERMONT MILLS COMPANY

**DECLARATION OF POLARIZATION**

TAX LOT CERTIFICATION  
THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK BOROUGH OF MANHATTAN.

**\_\_\_\_\_**

633 THIRD AVENUE  
NEW YORK, N.Y.

1000

22ND FLOOR

**A-22**



**Franklin Hughes Oswald III**  
Columbian Circle Nine York, New York 10019  
Tel 977 9888, Fax 911 973 9878

### Participants of study

EACH UNIT CONSISTS OF THE AREA MEASURED (1) VERTICALLY FROM THE TOP OF THE CONCRETE WALL BELOW THE LANT AND THE BOTTOM OF THE CONCRETE CHAIR ABOVE THE LANT, AND (2) HORIZONTALLY BY MEASURING THE INTERIOR FACE OF THE BRACKETED CONSTRUCTING THE LANT FROM THE INTERIOR FACE OF THE BRACKETED CONSTRUCTING THE LANT TO THE INTERIOR FACE OF THE LANT. (3) THE CENTER LINE OF WALLS SEPARATING THE LANT FROM OTHER LANTS. INTERFERENCE IN THIS PARAGRAPH TO THE INTERIOR FACE OR EXTERIOR FACE ARE FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE LANT.

**DECLARATION :**

THE TRAVELLERS INSURANCE COMPANY  
300 ORLEANS ST.  
NEW YORK, N.Y. 10013

**REPORTING CTS COMMUNICATION**

STAFF OF NEW YORK  
CITY OF NEW YORK  
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
AS FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY  
REPRESENTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS SHOWN.

PROCESSED WITH HAYDEN

NOTATION  
SHOWN TO BEFORE ME THIS  
DAY OF 19

TAX LOT CERTIFICATION  
THE LOT DESIGNATIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK BOROUGH OF MANHATTAN

|             |           |
|-------------|-----------|
| <b>9867</b> | <b>AW</b> |
|-------------|-----------|

333 THIRD AVENUE  
NEW YORK, N.Y.

**Abstract**

21ST FLOOR

8-23-95  
A-21

**Suma do Sudoeste**

EACH UNIT CONSISTS OF THE AREA REDEFINED BY THE FOLLOWING:

- (1) THE INTERIOR WALL OF THE CONCRETE WALL, FROM THE LIFT AND TO THE BOTTOM OF THE CONCRETE WALL;
- (2) THE AREA ABOVE THE LIFT AND (3) HORIZONTALLY BY THE INTERIOR FACE OF THE BALCONY CONSTRUCTING THE EXTERIOR WALLS OF THE BUILDING INCLUDING THE LIFT, (4) THE EXTERIOR FACE OF WALLS OTHER THAN THE ABOVE SAID EXTERIOR WALLS) SEPARATING THE LIFT FROM COMMON ELEMENTS AND (5) THE CENTER LINE OF WALLS SEPARATING THE LIFT FROM OTHER LISTS. NOTICES IN THIS PARAGRAPH FROM THE INTERIOR FACE OR EXTERIOR FACE ARE FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE LIFT.

**EXCERPT :**

THE TRAVELERS INSURANCE COMPANY  
360 GREENWICH ST  
NEW YORK, N.Y. 10013

## PROJECTS CERTIFICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK  
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
AS FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY  
REPRESENTS THE LAYOUT, LOCATION, DIMENSION AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

THE KIDNEY UNIT OFFICE

NOTATION  
SHOWS TO BEFORE THE END  
DAY OF 19

TAX LOT CERTIFICATION  
THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS  
KNOWN HEREON CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK, BOROUGH OF MANHATTAN

90000

633 THIRD AVENUE  
NEW YORK, N.Y.

[illegible]

**20TH FLOOR**

1-23-95  
A-20

# 633 Third Avenue, New York, N.Y.

Private Building Council Ltd.  
150 Broadway, New York, N.Y. 10038  
Tel. 212-677-1000, Fax 212-677-1001

**DESCRIPTION OF UNITS**  
(1) UNIT #19 IS A TWO-BEDROOM UNIT, MEASURING 11'-0" BY 11'-0" IN PLAN, AND 8'-0" IN HEIGHT. IT IS LOCATED ON THE 19TH FLOOR OF THE BUILDING, BETWEEN THE 18TH AND 20TH FLOORS. THE UNIT IS A TYPICAL UNIT OF THE BUILDING, AND IS DESIGNED TO BE A SELF-CONTAINED UNIT. THE UNIT IS A TYPICAL UNIT OF THE BUILDING, AND IS DESIGNED TO BE A SELF-CONTAINED UNIT. THE UNIT IS A TYPICAL UNIT OF THE BUILDING, AND IS DESIGNED TO BE A SELF-CONTAINED UNIT.

**MEASUREMENTS**  
THE BUILDING IS A TYPICAL BUILDING OF THE CITY OF NEW YORK. THE BUILDING IS A TYPICAL BUILDING OF THE CITY OF NEW YORK. THE BUILDING IS A TYPICAL BUILDING OF THE CITY OF NEW YORK.

**ARCHITECT'S CERTIFICATION**  
STATE OF NEW YORK  
COUNTY OF NEW YORK  
I, THE ARCHITECT, DO HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE BUILDING, AS SUBMITTED TO THE DEPARTMENT OF BUILDINGS, ARE TRUE AND CORRECT, AND THAT THE BUILDING IS A TYPICAL BUILDING OF THE CITY OF NEW YORK.

FORWARD SETTING UNITS R.A.

INSULATION  
SHOWN TO BE IN ACCORDANCE WITH THE CITY OF NEW YORK BUILDING CODE.

THE CITY OF NEW YORK  
COUNTY OF NEW YORK  
I, THE ARCHITECT, DO HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE BUILDING, AS SUBMITTED TO THE DEPARTMENT OF BUILDINGS, ARE TRUE AND CORRECT, AND THAT THE BUILDING IS A TYPICAL BUILDING OF THE CITY OF NEW YORK.

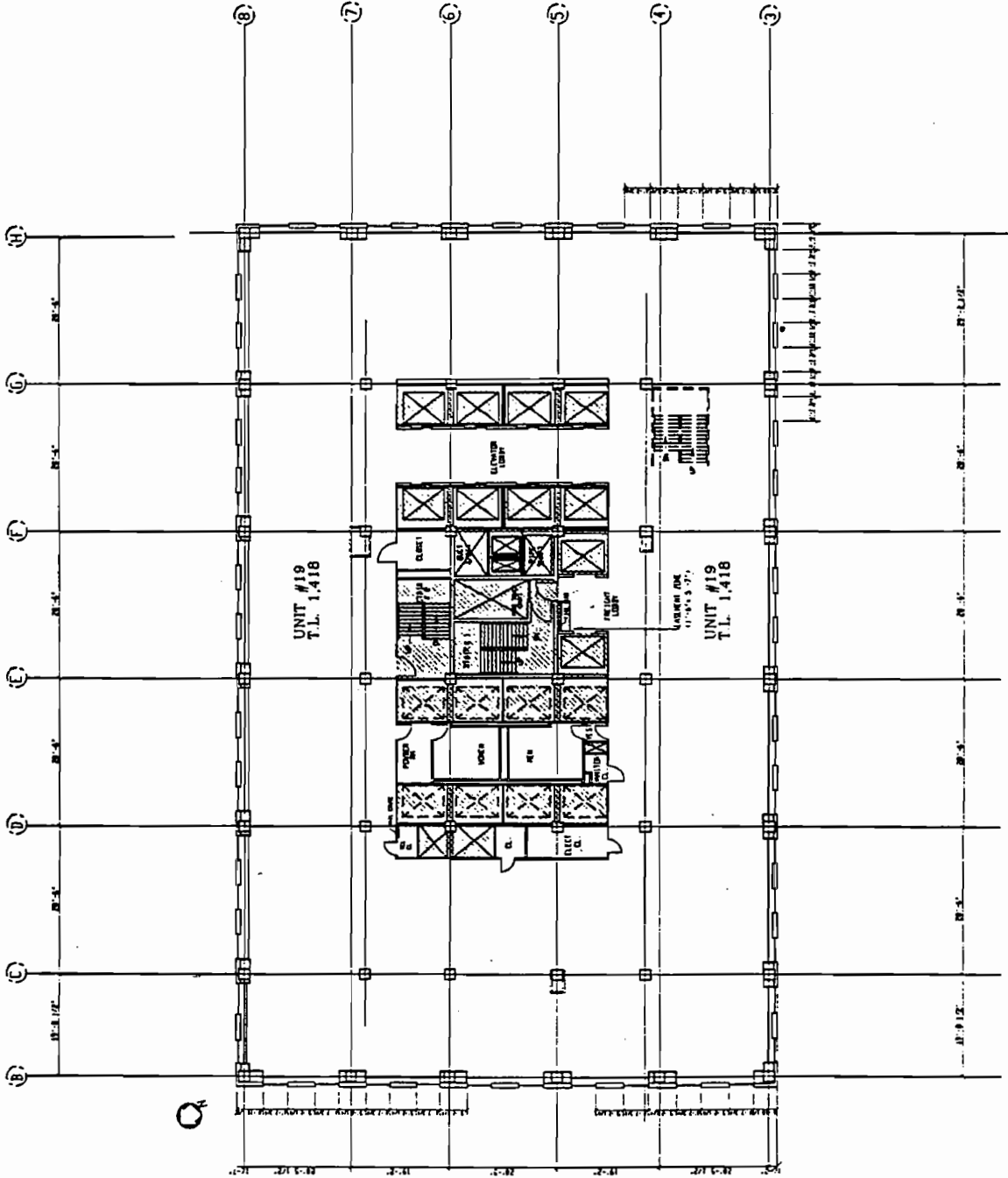
DATE

633 THIRD AVENUE  
NEW YORK, N.Y.

Project No. 19

19TH FLOOR

A-19



### MEASUREMENTS OF UNITS

Each unit consists of the area measured (1) vertically from the top of the concrete slab below the unit and the bottom of the concrete slab above the unit; and (2) horizontally by the interior face of the structure containing the unit and the interior face of the structure containing the next unit. The exterior face of the unit is the exterior face of the adjacent unit.

(C) The center line of walls separating the unit from other units, and the center line of walls separating the unit from other units, is the center line of the unit. The center line of the unit is the center line of the unit.

(D) The interior face of the unit is the interior face of the unit. The interior face of the unit is the interior face of the unit.

(E) The exterior face of the unit is the exterior face of the unit. The exterior face of the unit is the exterior face of the unit.

**DECLARATION :**

THE TRAVELERS INSURANCE COMPANY  
300 CHURCH ST.  
NEW YORK, N.Y. 10013

**NOTES ON CONTRIBUTORS**

STATE OF NEW YORK

THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, FULLY AND FAIRLY REPRESENTS THE LOCATION, LAND DESCRIPTION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

DOUGLAS STIM HAYDON & A

MOBILIZATION  
STROUD TO BELONG ME THIS  
DAY OF 19

TAX LOT CERTIFICATION  
THE UNIT OF MEASUREMENTS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK BOROUGH OF MANHATTAN

— **410** —

633 THIRD AVENUE  
NEW YORK, N.Y.

1000

**8TH FLOOR**

23-95 A-18

American Republics Company Ltd.  
 1 Columbia Circle New York, N.Y. 10010  
 212 677 8888, Fax 212 677 8878

[illegible]

DECLARANT : THE TRAVELERS INSURANCE COMPANY  
300 ORCHARD ST  
NEW YORK, NY 10013

STATE OF NEW YORK  
COUNTY OF NEW YORK  
THAT I, THE UNDERSIGNED, A  
PERSON, DO HEREBY CERTIFY THAT THIS  
COPY OF A PORTION OF THE  
RECORDS HAS BEEN FILED WITH AND APPROVED  
BY THE CLERK OF THE COUNTY OF NEW YORK  
AND THE CITY OF NEW YORK  
AND THAT THE LAYOUT, LOCATION  
AND DIMENSIONS OF THE RECORDS ARE  
APPROXIMATE.

EDWARD SETH MARTIN III

NO/AB/AT/00  
STATION TO REPORT WE THIS  
DAY OF 19

TAX LOT CERTIFICATION  
THE LIFT OF SCHEMERS AND THE TAX LOT HOLDERS  
SHOWS HEREIN COME TO THE OFFICIAL TAX LOT  
HOLDERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK BUREAU OF MATRIMONY

9.6000

117

633 THIRD AVENUE  
NEW YORK, N.Y.

111

17TH FLOOR

1-23-65  
A-17

**SUM OF SQUARES OF UNITS**

EACH UNIT CONSISTS OF THE AREA MEASURED:

- (1) VERTICALLY FROM THE TOP OF THE CONCRETE WALL ABOVE THE UNIT; AND
- (2) HORIZONTALLY BY MEASURING THE WIDTH OF THE CONCRETE CONSTRUCTING THE UNIT FROM THE INTERIOR FACE OF THE WALL TO THE INTERIOR FACE OF THE WALL.

OTHER THAN THE HEIGHT AND WIDTH MEASUREMENTS:

- (A) THE CENTER LINE OF WALLS SEPARATING THE UNIT FROM OTHER UNITS; INTERFERENCES IN THIS PARAGRAPH FROM OTHER UNITS INTERFERENCES IN THIS PARAGRAPH TO THE INTERIOR FACE OF INTERIOR FACE ARE FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE UNIT.

**DISCUSSION :**

THE TRAVELERS INSURANCE COMPANY  
388 GREENWICH ST  
NEW YORK, N.Y. 10013

## PROJECTS CONTINUATION

STATE OF NEW YORK  
COUNTY OF NEW YORK  
CITY OF NEW YORK  
DEPT. OF PLANNING  
PLANNING BOARD  
100 NASSAU ST., 10TH FL.  
NEW YORK, N.Y. 10038  
TEL. 212-312-2000  
FAX 212-312-2001  
WWW.DOP.NY.GOV

VI. HEALTH AND SAFETY

NOTIFICATION  
SUBJECT TO BEFORE ME THIS  
DAY OF 19

TAX LOT CERTIFICATION  
THE UNIT OF SUBDIVISIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE ORIGINAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK BOROUGH OF MANHATTAN

---

—

633 THIRD AVENUE  
NEW YORK, N.Y.

100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918

...

**i**

1

•

**Let's Flood**

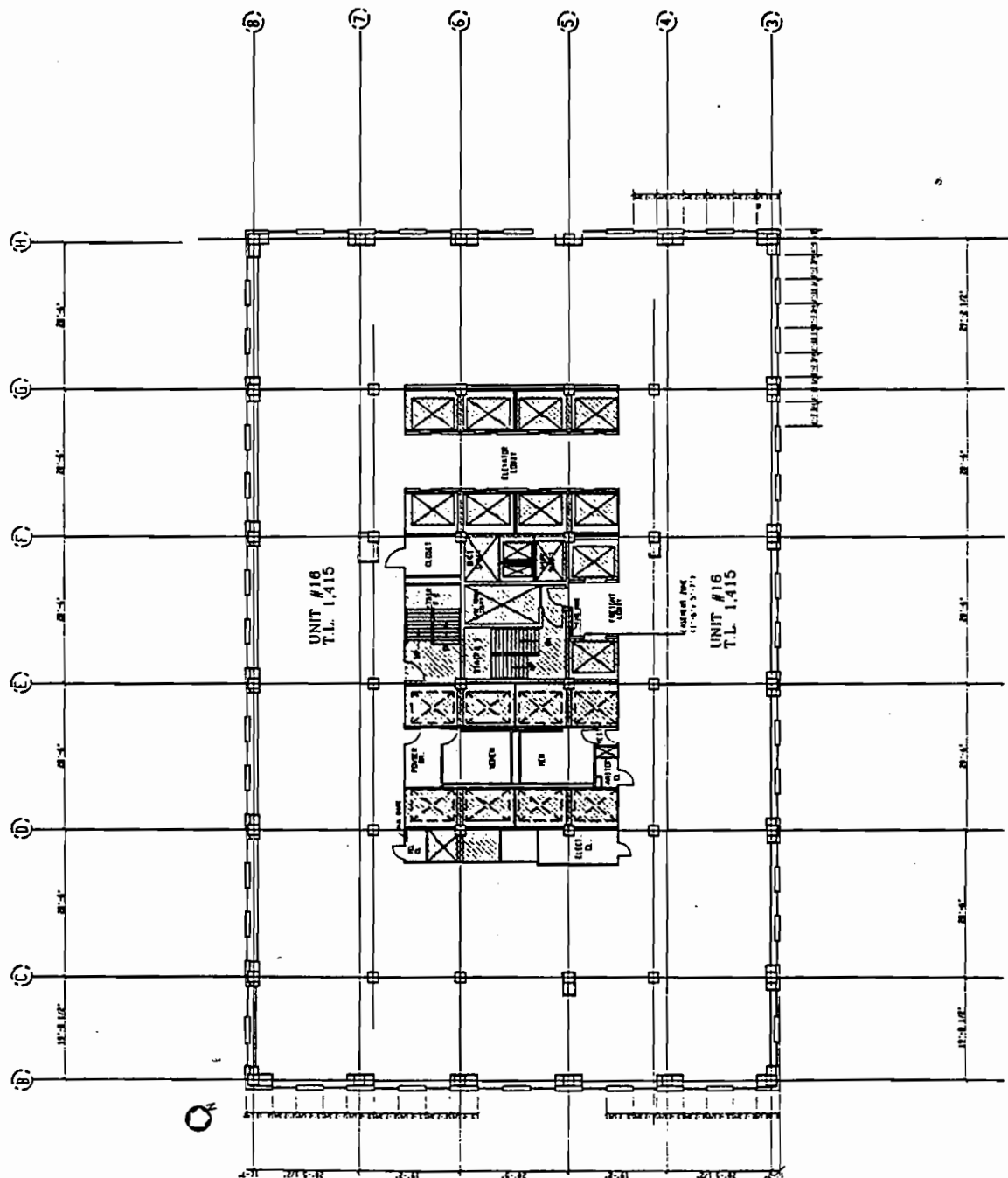
100  
90  
80  
70  
60  
50  
40  
30  
20  
10  
0

● ● ● ● ●

.....

11

2



1111  
 1112  
 1113  
 1114  
 1115  
 1116  
 1117  
 1118  
 1119  
 1120  
 1121  
 1122  
 1123  
 1124  
 1125  
 1126  
 1127  
 1128  
 1129  
 1130  
 1131  
 1132  
 1133  
 1134  
 1135  
 1136  
 1137  
 1138  
 1139  
 1140  
 1141  
 1142  
 1143  
 1144  
 1145  
 1146  
 1147  
 1148  
 1149  
 1150  
 1151  
 1152  
 1153  
 1154  
 1155  
 1156  
 1157  
 1158  
 1159  
 1160  
 1161  
 1162  
 1163  
 1164  
 1165  
 1166  
 1167  
 1168  
 1169  
 1170  
 1171  
 1172  
 1173  
 1174  
 1175  
 1176  
 1177  
 1178  
 1179  
 1180  
 1181  
 1182  
 1183  
 1184  
 1185  
 1186  
 1187  
 1188  
 1189  
 1190  
 1191  
 1192  
 1193  
 1194  
 1195  
 1196  
 1197  
 1198  
 1199  
 1200  
 1201  
 1202  
 1203  
 1204  
 1205  
 1206  
 1207  
 1208  
 1209  
 1210  
 1211  
 1212  
 1213  
 1214  
 1215  
 1216  
 1217  
 1218  
 1219  
 1220  
 1221  
 1222  
 1223  
 1224  
 1225  
 1226  
 1227  
 1228  
 1229  
 1230  
 1231  
 1232  
 1233  
 1234  
 1235  
 1236  
 1237  
 1238  
 1239  
 1240  
 1241  
 1242  
 1243  
 1244  
 1245  
 1246  
 1247  
 1248  
 1249  
 1250  
 1251  
 1252  
 1253  
 1254  
 1255  
 1256  
 1257  
 1258  
 1259  
 1260  
 1261  
 1262  
 1263  
 1264  
 1265  
 1266  
 1267  
 1268  
 1269  
 1270  
 1271  
 1272  
 1273  
 1274  
 1275  
 1276  
 1277  
 1278  
 1279  
 1280  
 1281  
 1282  
 1283  
 1284  
 1285  
 1286  
 1287  
 1288  
 1289  
 1290  
 1291  
 1292  
 1293  
 1294  
 1295  
 1296  
 1297  
 1298  
 1299  
 1300  
 1301  
 1302  
 1303  
 1304  
 1305  
 1306  
 1307  
 1308  
 1309  
 1310  
 1311  
 1312  
 1313  
 1314  
 1315  
 1316  
 1317  
 1318  
 1319  
 1320  
 1321  
 1322  
 1323  
 1324  
 1325  
 1326  
 1327  
 1328  
 1329  
 1330  
 1331  
 1332  
 1333  
 1334  
 1335  
 1336  
 1337  
 1338  
 1339  
 1340  
 1341  
 1342  
 1343  
 1344  
 1345  
 1346  
 1347  
 1348  
 1349  
 1350  
 1351  
 1352  
 1353  
 1354  
 1355  
 1356  
 1357  
 1358  
 1359  
 1360  
 1361  
 1362  
 1363  
 1364  
 1365  
 1366  
 1367  
 1368  
 1369  
 1370  
 1371  
 1372  
 1373  
 1374  
 1375  
 1376  
 1377  
 1378  
 1379  
 1380  
 1381  
 1382  
 1383  
 1384  
 1385  
 1386  
 1387  
 1388  
 1389  
 1390  
 1391  
 1392  
 1393  
 1394  
 1395  
 1396  
 1397  
 1398  
 1399  
 1400  
 1401  
 1402  
 1403  
 1404  
 1405  
 1406  
 1407  
 1408  
 1409  
 1410  
 1411  
 1412  
 1413  
 1414  
 1415  
 1416  
 1417  
 1418  
 1419  
 1420  
 1421  
 1422  
 1423  
 1424  
 1425  
 1426  
 1427  
 1428  
 1429  
 1430  
 1431  
 1432  
 1433  
 1434  
 1435  
 1436  
 1437  
 1438  
 1439  
 1440  
 1441  
 1442  
 1443  
 1444  
 1445  
 1446  
 1447  
 1448  
 1449  
 1450  
 1451  
 1452  
 1453  
 1454  
 1455  
 1456  
 1457  
 1458  
 1459  
 1460  
 1461  
 1462  
 1463  
 1464  
 1465  
 1466  
 1467  
 1468  
 1469  
 1470  
 1471  
 1472  
 1473  
 1474  
 1475  
 1476  
 1477  
 1478  
 1479  
 1480  
 1481  
 1482  
 1483  
 1484  
 1485  
 1486  
 1487  
 1488  
 1489  
 1490  
 1491  
 1492  
 1493  
 1494  
 1495  
 1496  
 1497  
 1498  
 1499  
 1500  
 1501  
 1502  
 1503  
 1504  
 1505  
 1506  
 1507  
 1508  
 1509  
 1510  
 1511  
 1512  
 1513  
 1514  
 1515  
 1516  
 1517  
 1518  
 1519  
 1520  
 1521  
 1522  
 1523  
 1524  
 1525  
 1526  
 1527  
 1528  
 1529  
 1530  
 1531  
 1532  
 1533  
 1534  
 1535  
 1536  
 1537  
 1538  
 1539  
 1540  
 1541  
 1542  
 1543  
 1544  
 1545  
 1546  
 1547  
 1548  
 1549  
 1550  
 1551  
 1552  
 1553  
 1554  
 1555  
 1556  
 1557  
 1558  
 1559  
 1560  
 1561  
 1562  
 1563  
 1564  
 1565

each unit consists of the area measured (1) vertically from the top of the concrete slab below the unit and the bottom of the concrete slab above the unit; (2) horizontally between the exterior walls of the building enclosing the unit; (3) horizontally between the exterior walls of the building enclosing the unit; (4) the exterior face of walls separating the unit from common elements; and (5) the center line of walls separating the unit from common elements. The area of the unit is the sum of the exterior face of walls separating the unit from common elements and the center line of walls separating the unit from common elements. The area of the unit is the perspective of a person standing within the unit.

DEFENDANT : THE TRAVELERS INSURANCE COMPANY  
305 GREENWICH ST  
NEW YORK, NY 10013

## CONFLICTS OF INTEREST

STATE OF NEW YORK  
COUNTY OF NEW YORK  
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
AS FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY  
REPRESENTS THE LAYOUT, LOCATION, LIMIT, DESIGNATION AND  
DIMENSIONS OF THE LIMITS AS SHOWN.

DOUGLAS SCOTT HAYDEN 2A

DATE OF BIRTH OF PERSONS  
NOTIFIED

TAX LOT CERTIFICATION  
THE LAND DESCRIPTIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK, BOROUGH OF MANHATTAN.

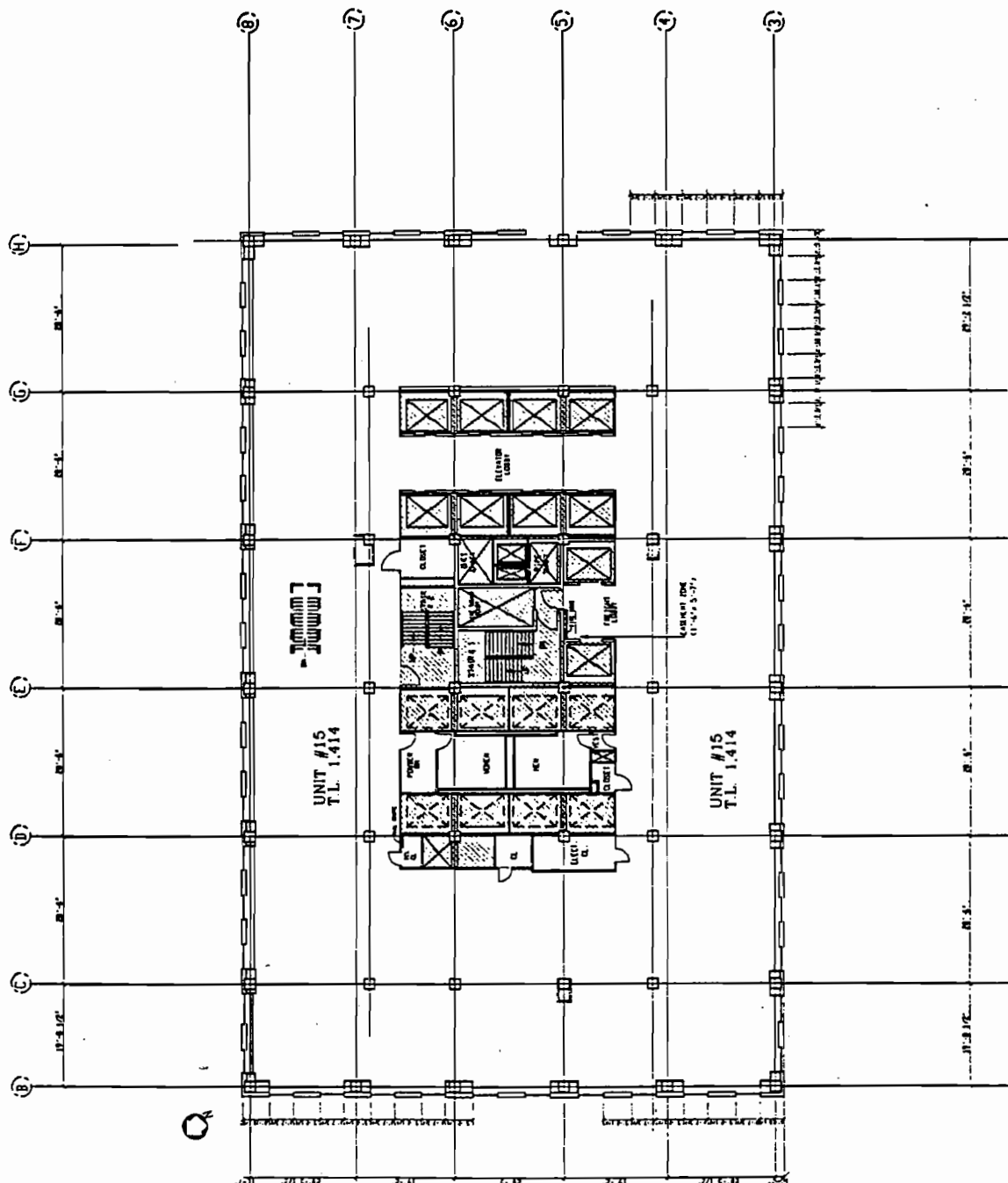
— 247 —

633 THIRD AVENUE  
NEW YORK, N.Y.

1000

15TH FLOOR

1-23-64  
A-15  
1-23-64



1. Dimensions of Units  
2. Dimensions of Units  
3. Dimensions of Units

**MEASUREMENTS OF UNITS**  
EACH UNIT CONSISTS OF THE AREA MEASURED (1) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB ABOVE THE UNIT AND THE BOTTOM OF THE CONCRETE SLAB BELOW THE UNIT AND (2) HORIZONTALLY FROM THE INTERIOR FACE OF THE BROWSEWORK CONSTRUCTING THE EXTERIOR WALLS OF THE BUILDING (WHICH MAY BE OTHER THAN THE ADDRESS EXTENSION WALLS) SEPARATING THE UNIT FROM ADJACENT UNITS AND FROM OTHER UNITS ADJUTING IN THE PARALLEL TO THE INTERIOR FACE OR EXTERIOR FACE ARE FROM THE INTERIOR FACE OF A PERSON STANDING WITHIN THE UNIT.

**DEPARTMENT :**  
THE TRAILERS INSURANCE COMPANY  
NEW YORK, N.Y. 10013

**ARCHITECT'S CERTIFICATION**

STATE OF NEW YORK  
COUNTY OF NEW YORK  
I, THE ARCHITECT, DO HEREBY CERTIFY THAT THE PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS AND AS SUCH THE PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE ACTUAL CONDITIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS SHOWN.

ROUND 5TH AVENUE B.A.

**EXAMINATION**  
SHOWN TO BE TRUE AS THIS  
DATE OF 19

**THE LOT CERTIFICATION**  
THE LOT CERTIFICATION AND THE LOT NUMBERS SHOWN HEREON ARE THE SAME AS SHOWN ON THE LOT PROPERTY MAPS ON FILE IN THE OFFICE OF THE CITY PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN.

**DATE**

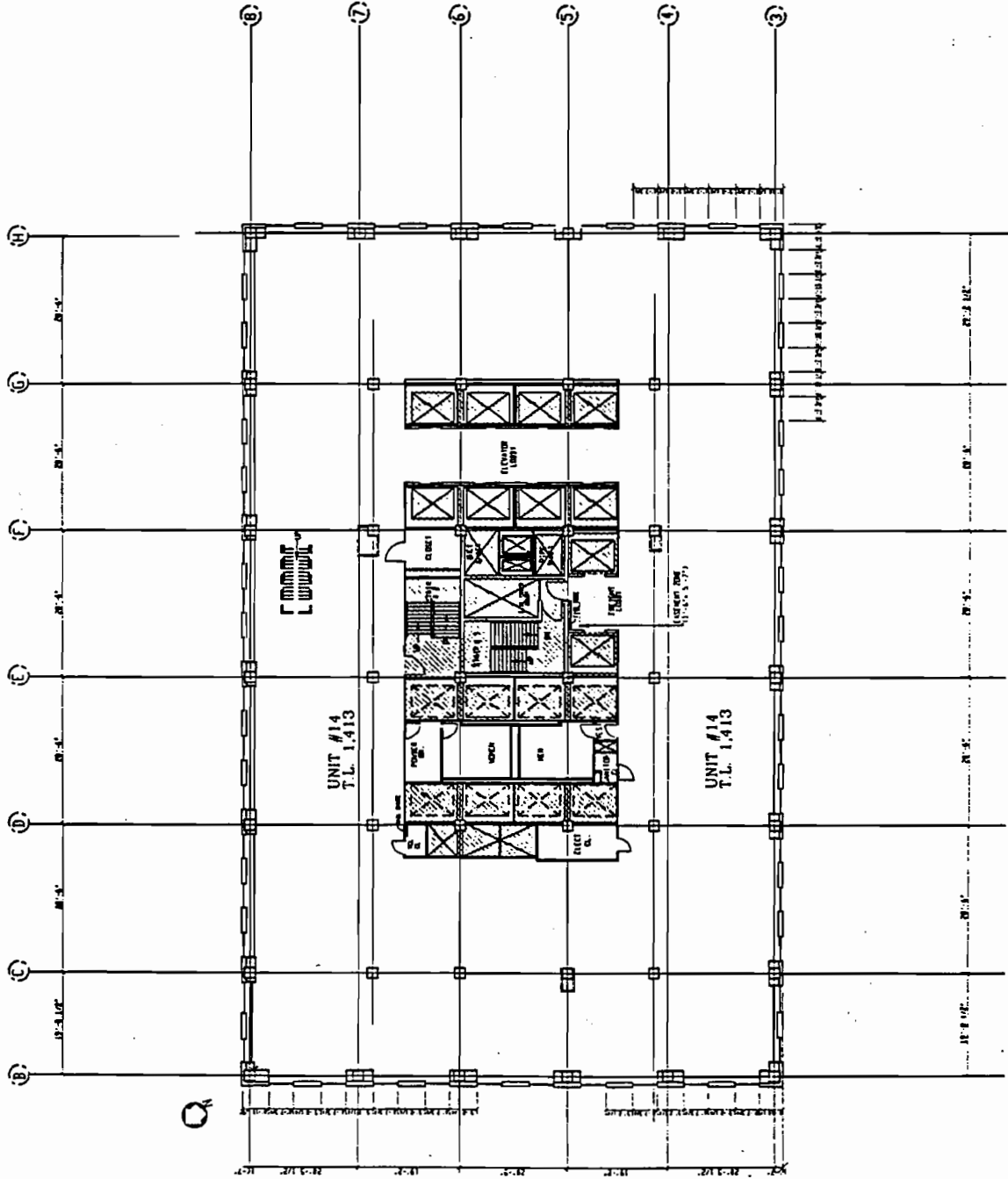
**SIGNATURE**

633 THIRD AVENUE  
NEW YORK, N.Y.

Printed Name of Unit  
Address of Unit

14TH FLOOR

14TH FLOOR  
A-14





Planned Unit Construction Ltd.  
4 Columbus Circle, New York, N.Y. 10019  
212 877-1000, Telex 161 877-1000

**DESCRIPTION OF UNIT**

UNIT UNIT CONCEPTS OF THE UNIT MEASURED  
(1) THE UNIT IS A SELF-CONTAINED UNIT  
WITH A BATH, KITCHEN, LIVING ROOM, BED  
ROOM, AND CLOSET. THE UNIT IS LOCATED  
BETWEEN THE UNIT AND THE BOTTOM OF THE CONCRETE  
SLAB ABOVE THE UNIT AND (2) HORIZONTAL BY  
THE EXTERIOR WALLS OF THE BUILDING BUILDING  
THE UNIT, (3) THE EXTERIOR FACE OF WALLS  
SEPARATING THE UNIT FROM ADJACENT UNITS  
(4) THE CENTER LINE OF WALLS SEPARATING THE UNIT  
FROM ADJACENT UNITS, (5) THE CENTER LINE OF WALLS  
TO THE INTERIOR FACE OF THE UNIT, (6) THE  
PERIMETER OF A PERSON STANDING WITHIN  
THE UNIT.

**REQUIREMENTS**

THE TRAILERS INSURANCE COMPANY  
JAN ORLEWICH ST  
NEW YORK, N.Y. 10013

**ARCHITECT'S CERTIFICATION**

SUITE OF NEW YORK  
COUNTY OF NEW YORK  
I, THE ARCHITECT, CERTIFY THAT THE PLAN IS IN ACCORDANCE  
WITH THE REQUIREMENTS OF THE PLANNED UNIT CONSTRUCTION  
ACT, AS AMENDED, AND APPROVED BY THE DEPARTMENT OF  
HOMELAND SECURITY, NEW YORK, AND THAT THE UNIT  
MEETS THE MINIMUM REQUIREMENTS FOR OCCUPANCY AND  
APPROXIMATE DIMENSIONS OF THE UNIT AS BUILT.

ROBERT SMITH HADEN R.A.

NOTIFICATION  
SHOWN TO BE TRUE IN THIS  
DATE OF 18

THE UNIT CONCEPTS  
THE UNIT CONCEPTS AND THE UNIT CONCEPTS  
SHOWN HEREON CONFORM TO THE OFFICIAL PLAN (10)  
APPROVED BY THE DEPARTMENT OF HOMELAND SECURITY, NEW YORK,  
AND THE DEPARTMENT OF CONSTRUCTION, NEW YORK,  
NEW YORK, DEPARTMENT OF CONSTRUCTION.

DISTRICT SUPERVISOR

633 THIRD AVENUE  
NEW YORK, N.Y.

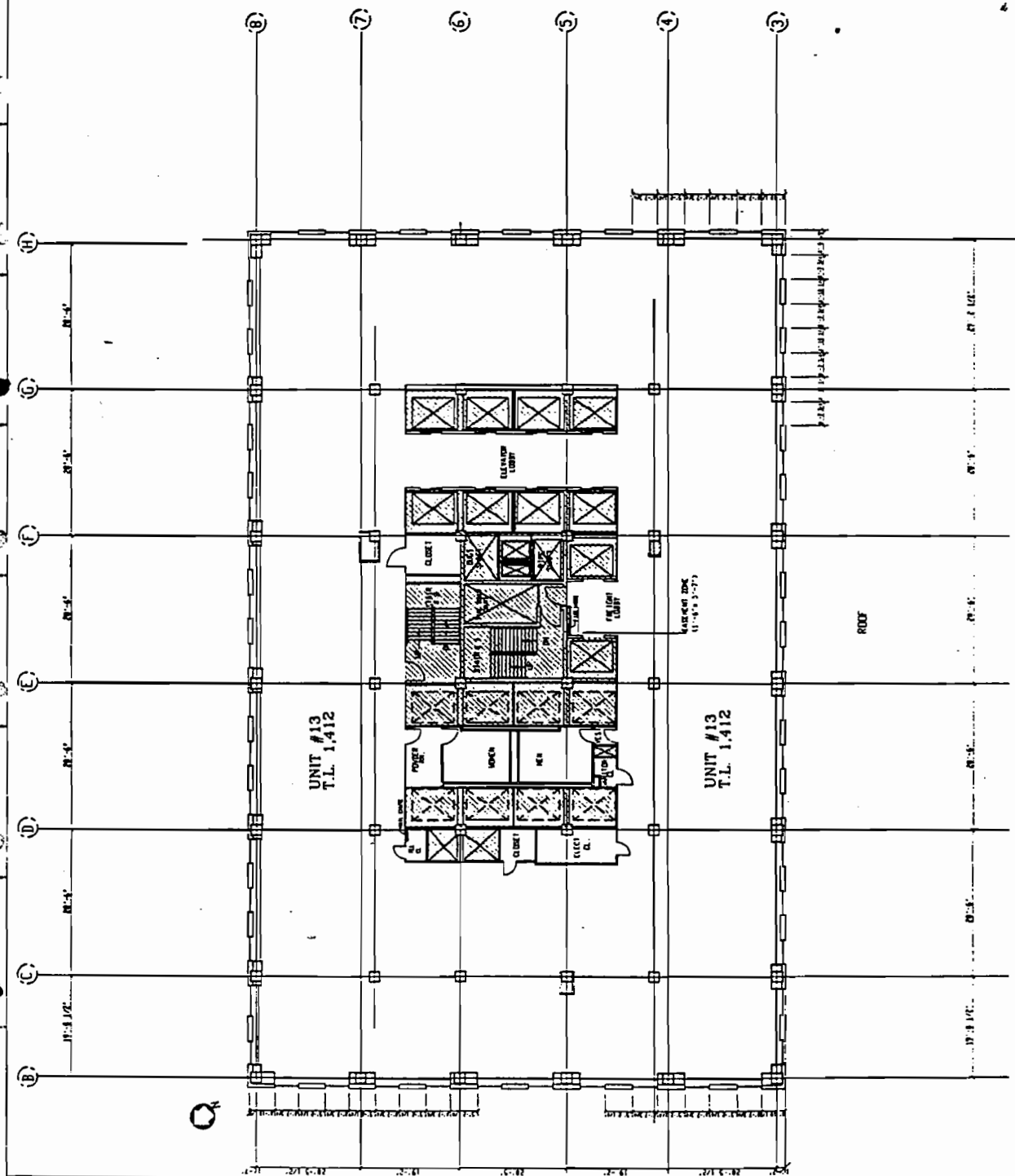
Project No. 100

Sheet No. 100

13TH FLOOR

1-23-93

A-13



### MEASUREMENTS OF UNITS

EACH UNIT CONSISTS OF THE AREA BOUNDED:  
(1) VERTICALLY BY THE TOP OF THE CONCRETE  
SLAB BELOW THE UNIT AND THE BOTTOM OF THE CONCRETE  
SLAB ABOVE THE UNIT, AND (2) HORIZONTALLY BY  
THE INTERIOR FACE OF THE STRUCTURE CONSTRUCTING  
THE UNIT TO THE EXTERIOR FACE OF THE STRUCTURE  
CONSTRUCTING THE UNIT TO THE EXTERIOR FACE OF WALLS  
(OTHER THAN THE ABOVE-NO EXTERIOR LEVELS),  
SEPARATING THE UNIT FROM CONJUGATE LEVELS,  
(C) THE CENTER LINE OF WALLS SEPARATING THE UNIT  
FROM OTHER UNIT ACTIVITIES IN THIS PARAGRAPH  
TO THE INTERIOR FACE OR EXTERIOR FACE ARE FROM  
THE PERSPECTIVE OF A PERSON STANDING WITHIN  
THE UNIT.

**DECLARATION :**

THE TRAVELERS INSURANCE COMPANY  
380 CIRCLE 51  
NEW YORK, N.Y. 10013

## ABSTRACTS OF COMMUNICATIONS

STATE OF NEW YORK  
COUNTY OF NEW YORK  
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
AS FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY  
DEPICTS THE LAYOUT, LOCATION, LIMIT, DIMENSIONS AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

BY ORDER OF THE COURT: **ROBERTA SETH MAYOR IIA**

MUTUALIZATION  
STUDY TO BE DONE BY THIS  
BUREAU OF THE  
DATE OF 19

THE LOT CERTIFICATION  
THE LAND DESIGNATIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CORRESPOND TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK, BUREAU OF MAPPING.

11

---

**FOUO**

633 THIRD AVENUE  
NEW YORK, N.Y.

111

**12TH FLOOR**

2-23-68  
A-12

Sealing Systems Corp. 124  
 6 Columbia Street New York, N.Y. 10003  
 Tel. 977-1000, Tel. 977-2000

**DIMENSIONS OF UNITS**

ALL UNIT DIMENSIONS ARE AS SHOWN ON THE UNIT PLANS. DIMENSIONS OF THE CONCRETE SLAB BELOW THE UNIT AND THE BOTTOM OF THE CONCRETE SLAB ARE NOT TO BE CONSIDERED. DIMENSIONS OF THE INTERIOR WALLS OF THE BUILDING BEARING ON THE UNIT ARE NOT TO BE CONSIDERED. (OTHER THAN THE ALUMINUM WINDOW WALLS) SPACING OF THE UNIT FROM COARSE REINFORCING AND FROM OTHER UNITS, MEASUREMENTS IN THE PARALLEL TO THE INTERIOR FACE OF EXTERIOR FACE ARE FROM THE PROJECTIONS OF A PERSON STANDING WITHIN THE UNIT.

**MECHANICAL**

THE MECHANICAL EQUIPMENT COMPARTMENT IS LOCATED WITHIN THE UNIT. SEE UNIT PLAN 11003.

**APPROXIMATE DIMENSIONS**

STATE OF NEW YORK  
 DEPT. OF BUILDINGS  
 OFFICE OF THE COMMISSIONER  
 120 NASSAU ST. NEW YORK, N.Y. 10038  
 APPROXIMATE DIMENSIONS OF THE UNITS AS SHOWN ON THE UNIT PLANS.

REMARKS: SEE HAZARD A

MECHANICAL  
 SHOWN TO BLOCK M B/S

UNIT OF 11

FOR THE CERTIFICATION  
 OF THE DIMENSIONS AND BEING THE DIMENSIONS  
 OF THE UNIT PLANS, THE COMMISSIONER OF  
 BUILDINGS, STATE OF NEW YORK, HAS  
 CERTIFIED THAT THE DIMENSIONS OF THE UNIT  
 PLANS ACCORD WITH THE DIMENSIONS OF THE CITY OF  
 NEW YORK, DEPARTMENT OF BUILDINGS.

DATE OF CERTIFICATION

633 THIRD AVENUE  
 NEW YORK, N.Y.

Project No. 11003

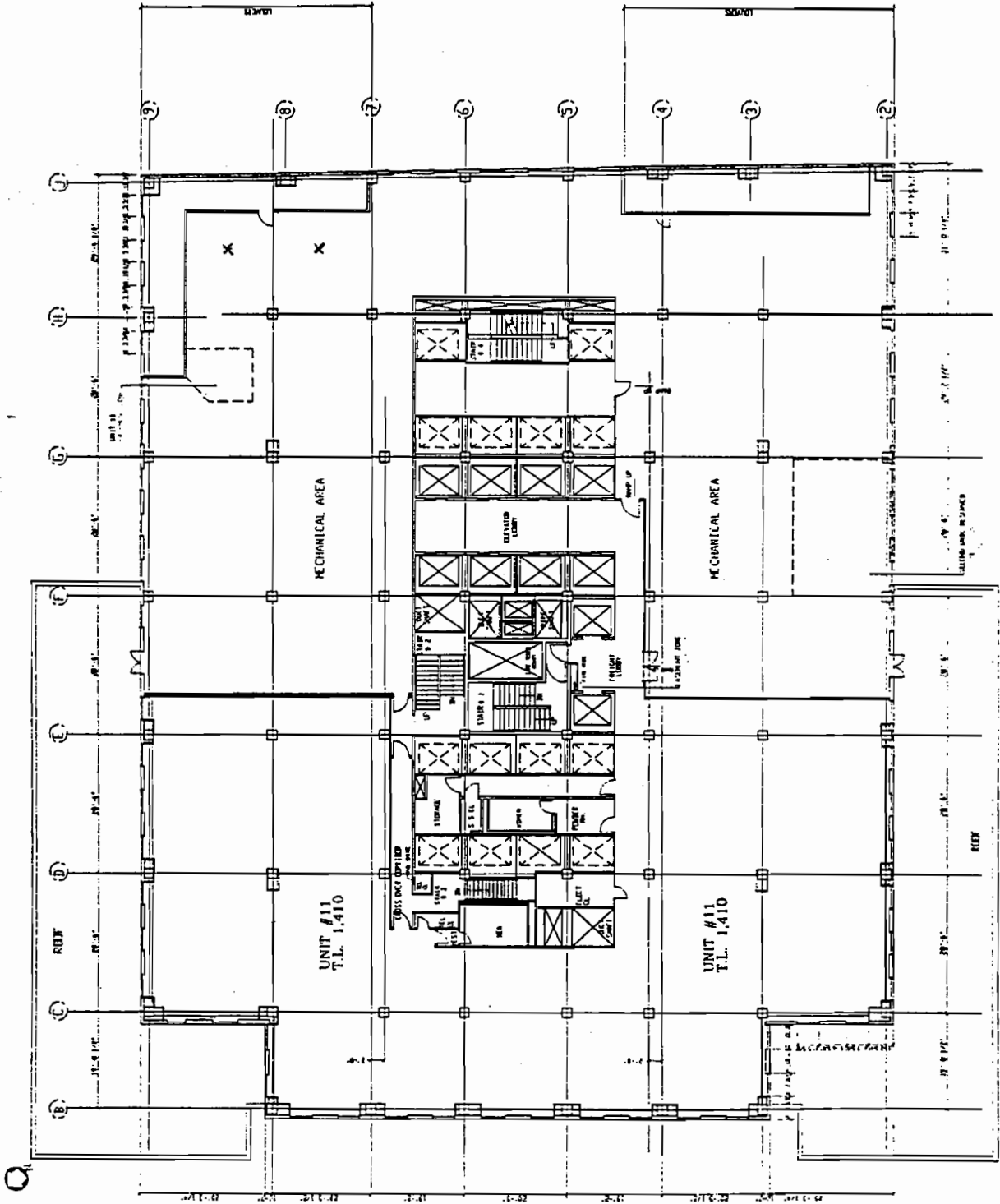
Sheet No. 11

11TH FLOOR

Scale: 1/8" = 1'-0"

2-23-66

A-11



## TEACHING OF LITERATURE

EACH UNIT CONSISTS OF THE AREA MEASURED:

- (1) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB ABOVE THE UNIT AND THE BOTTOM OF THE CONCRETE SLAB ABOVE THE UNIT; AND
- (2) HORIZONTALLY BY THE PERIMETER OF THE UNIT, INCLUDING THE PERIMETER OF THE WALLS OF THE BUILDING, EXCEPTING OTHER WALLS OF THE BUILDING.

OTHER THAN THE EXTERIOR FACE OF WALLS

THE UNIT (B) THE INTERIOR FACE OF WALLS

SEPARATING THE UNIT FROM ADJACENT UNITS AND

SEPARATING THE UNIT FROM COMMON ELEMENTS AND

FROM OTHER UNITS INTERFERING IN THIS PARAGRAPH

TO THE INTERIOR FACE OR EXTERIOR FACE ARE FROM

THE PERSPECTIVE OF A PERSON STANDING WITHIN

THE UNIT.

**DECLARATION :**

THE TRAVELERS INSURANCE COMPANY  
300 PARK STREET  
NEW YORK, N.Y. 10011

## CONFLICTS OF INTEREST

STATE OF NEW YORK  
COUNTY OF NEW YORK  
TO CLIFY THAT THIS PLAN IS AN ACCURATE  
TOPGRAPHIC MAP OF THE PLANS OF THE BUILDING  
AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY  
REPRESENTS THE LAYOUT, LOCATION, LINE OF SEAMON AND  
APPROPRIATE DIMENSIONS OF THE UNITS AS BUILT.

ROBERT SITH HAYDEN I.A.

IMMIGRATION  
SECTION 10 BEFORE ME THIS  
DAY OF 19

TAX LOT CERTIFICATION

---

---

**633 THIRD AVENUE**  
**NEW YORK, N.Y.**

**THE**

**NEW YORK PUBLIC LIBRARY**

**ASTOR LENOX TILDEN FOUNDATION**

**1890**

## 10TH FLOOR

65-25-83  
A-10

**SEWER DRAINAGE CONCRETE ARCHITECTS**

Details in Sewerage Code  
 (1) Sewerage Code for New York City 1916  
 (2) 1917 Edition

**DIMENSIONS OF UNITS**

Each unit consists of the area required  
 (1) vertically from the top of the concrete  
 slab above the unit and (2) horizontally to  
 the interior face of the brickwork comprising  
 the unit. The unit is to be constructed  
 in unit (B) the exterior face of walls  
 (C) the interior face of walls (D) the  
 center line of walls separating the unit  
 from other units. Retainers in pass partitions  
 are to be constructed of concrete and  
 the projection of a floor slabs within  
 the unit.

**REQUIREMENTS**

THE BUILDING INSURANCE COMPANY  
 100 CHURCH ST.  
 NEW YORK, N.Y. 10013

**ADDRESS CERTIFICATION**

CITY OF NEW YORK  
 I, the undersigned, being duly sworn, depose  
 and say that this plan is in accordance  
 with the laws of the City of New York  
 relating to the construction of buildings,  
 and that the same has been approved  
 by the Board of Health and the Board of  
 Fire, and that the same is in accordance  
 with the provisions of the laws of the City of  
 New York relating to the construction of  
 buildings.

REWARD SEIN NATION 1A

NOTARIZATION  
 Subscribed before me this  
 Day of 19

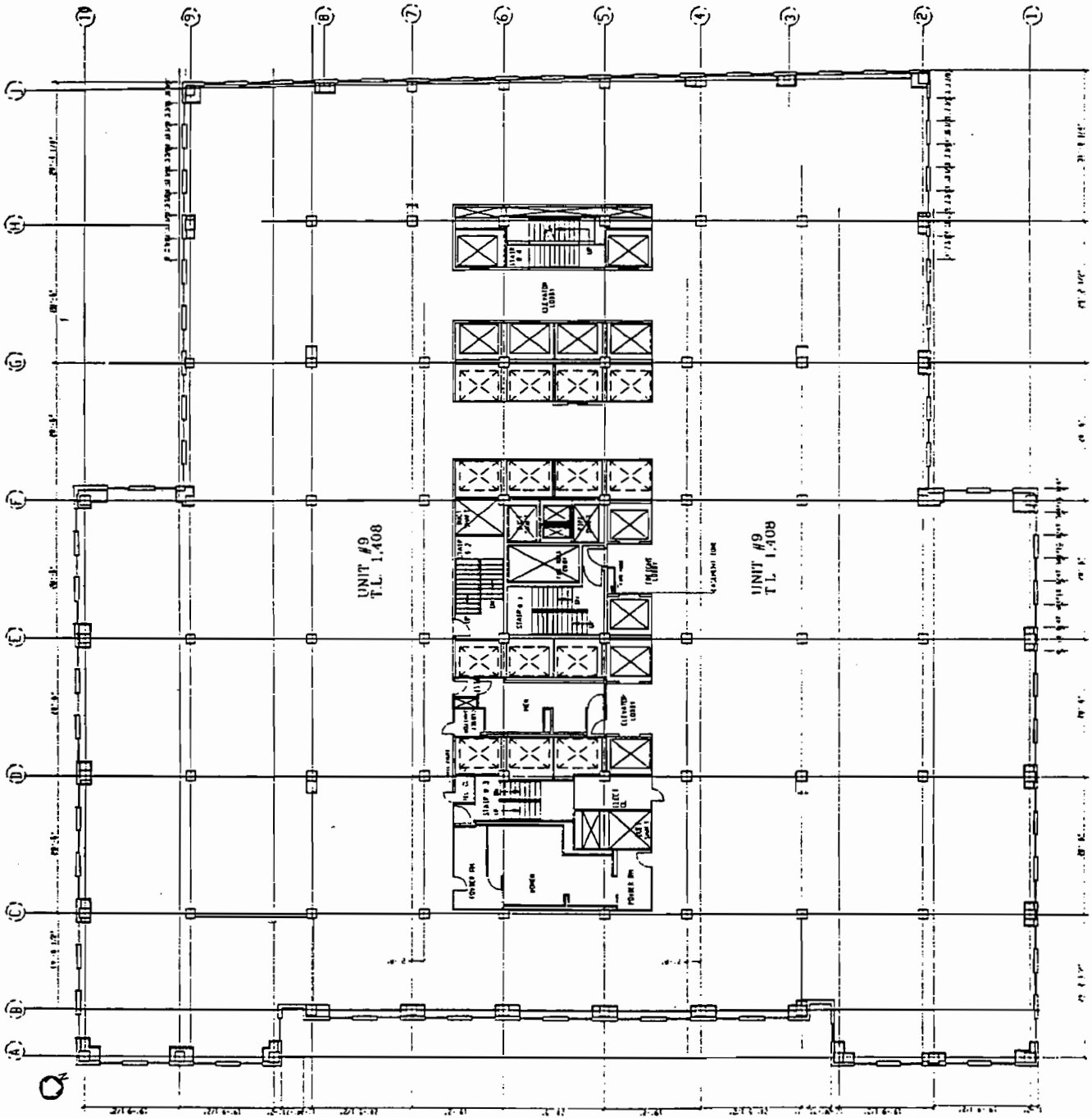
THE CITY CERTIFICATION  
 I, the undersigned, being duly sworn, depose  
 and say that this plan is in accordance  
 with the laws of the City of New York  
 relating to the construction of buildings,  
 and that the same has been approved  
 by the Board of Health and the Board of  
 Fire, and that the same is in accordance  
 with the provisions of the laws of the City of  
 New York relating to the construction of  
 buildings.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

633 THIRD AVENUE  
 NEW YORK, N.Y.

9TH FLOOR

2-23-68 A-9



Swaine Mattern Council Architects  
100 Broadway, New York 100, N.Y.  
212 677 6600, 212 677 5500

**DEFINITIONS OF UNITS**

EACH UNIT CONSISTS OF THE AREA MEASURED  
VERTICALLY FROM THE TOP OF THE CONCRETE  
SLAB ABOVE THE UNIT AND TO THE BOTTOM OF THE  
CONCRETE SLAB BELOW THE UNIT. THE AREA MEASURED  
SHALL BE THE AREA OF THE FLOOR OF THE UNIT  
LESS THE AREA OF THE STAIRS, HALLS, AND  
OTHER THAN THE ABOVE SAID EXTERIOR WALLS.  
(A) THE AREA OF THE FLOOR OF THE UNIT.  
(B) THE AREA OF THE STAIRS, HALLS, AND  
OTHER THAN THE ABOVE SAID EXTERIOR WALLS.  
(C) THE COMBINED AREA OF THE STAIRS, HALLS,  
AND OTHER THAN THE ABOVE SAID EXTERIOR WALLS.  
FROM OTHER UNITS, REFERENCES TO THIS PARAGRAPH  
SHALL BE TO THE AREA OF THE UNIT, AND NOT  
TO THE AREA OF THE STAIRS, HALLS, AND  
OTHER THAN THE ABOVE SAID EXTERIOR WALLS.  
THE RESPECTIVE OF A PERSON STANDING WITHIN  
THE UNIT.

**DECLARATION:**  
WE, THE UNDERSIGNED, INSURE COMPANY  
OF THE CITY AND COUNTY OF NEW YORK,  
NEW YORK, N.Y. 10013

**ARCHITECT'S CERTIFICATION**

I, THE ARCHITECT, CERTIFY THAT THIS PLAN IS AN ACCURATE  
REPRESENTATION OF THE UNIT AS SHOWN ON THE  
PLAN OF A PORTION OF THE FLOOR OF THE BUILDING  
AND THAT THE AREA OF THE UNIT IS AS SHOWN ON  
THE PLAN. I AM NOT PROVIDING ANY GUARANTEE  
AS TO THE ACCURACY OF THE AREA OF THE UNIT  
EXCEPT IN THE LANGUAGE OF THE CERTIFICATION AND  
APPROPRIATE DIVISIONS OF THE UNIT AS SHOWN  
ON THE PLAN.

REMARK: SEE DRAWING RA

**NOTIFICATION**  
SUBJECT TO BUILDING CODES  
DATE OF 19

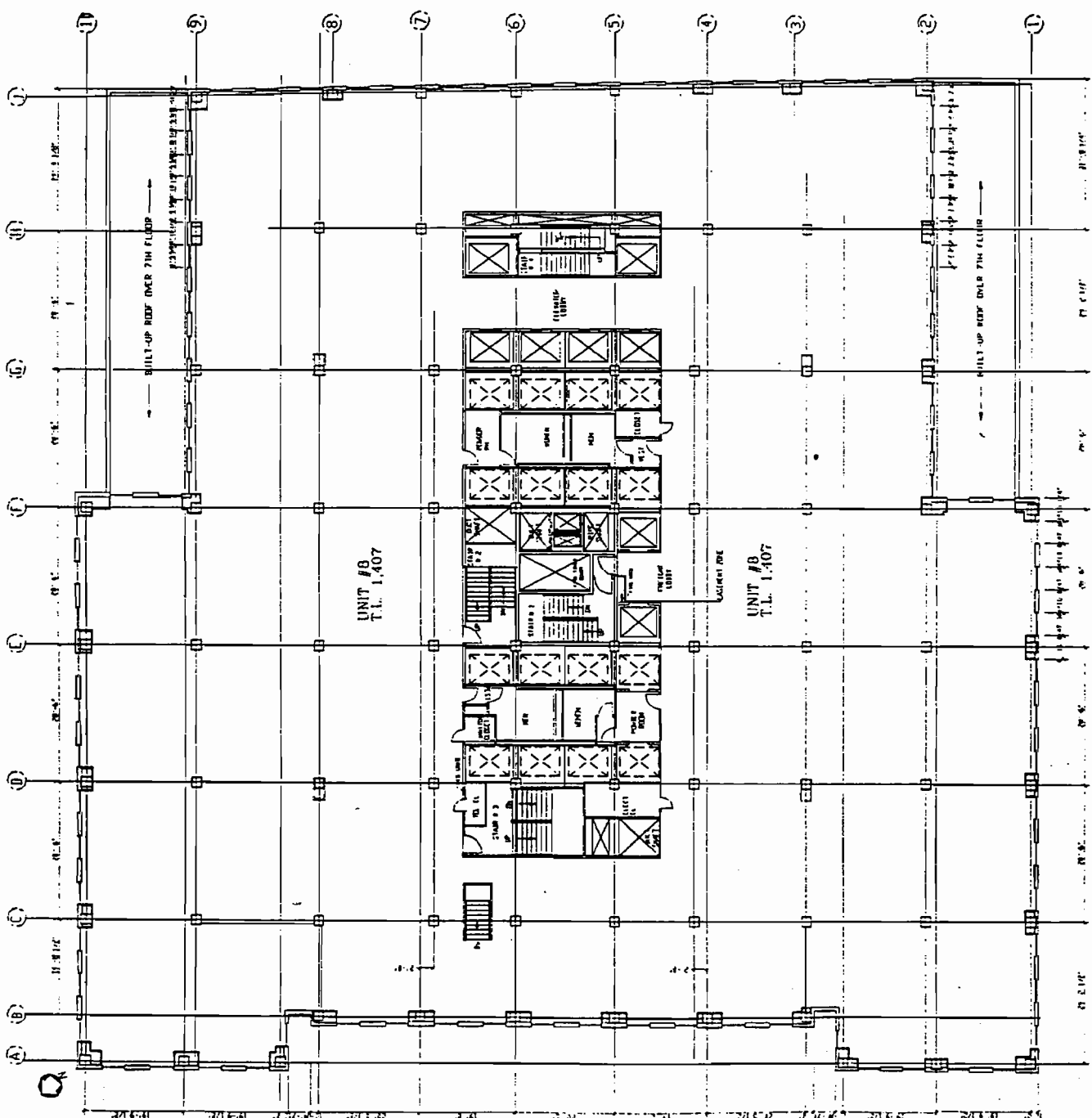
THE LOT CERTIFICATION  
AND THE LOT UNIT NUMBER  
SHOWN HEREIN CONTAINS IN THE CERTIFICATION THE  
NUMBER SHOWN ON THE MAPS OF THE REAL  
PROPERTY, AND THE LOT UNIT NUMBER OF THE CITY OF  
NEW YORK, BOROUGH OF MANHATTAN.

DATE 10-1-94  
SIGNATURE

633 THIRD AVENUE  
NEW YORK, N.Y.

|             |             |
|-------------|-------------|
| Project No. | 100         |
| Sheet No.   | 100         |
| Scale       | 1" = 10'-0" |
| Date        | 10-1-94     |
| Drawn By    | A-B         |

6TH FLOOR



American Express Company Ltd  
 Customer Order Box Yorkton York S0B 0B0  
 814 877 1000 Fax 877 877 8774

**THE ROOMS OF LAMPS**

EACH UNIT CONSISTS OF THE AREA MEASURED (1) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW THE UNIT AND THE BOTTOM OF THE CONCRETE SLAB ABOVE THE UNIT, (2) HORIZONTALLY FROM THE EXTERIOR WALLS OF THE BUILDING INCLUDING THE EXTERIOR FACE OF WALLS (3) THE ENTIRE AREA OF THE UNIT, (4) THE INTERIOR FACE OF THE UNIT, (5) THE INTERIOR FACE AND FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE UNIT.

DECLARANT :  
THE TRAVELERS INSURANCE COMPANY  
308 CECILIA ST  
NEW YORK, NY 10013

## ABSTRACTS

STATE OF NEW YORK  
COUNTY OF NEW YORK  
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
AS FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY  
DEPicts THE LAYOUT, LOCATION, DIMENSIONS AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS SHOWN.

EDWARD STEWART RAY

NOTATION  
SPOON TO BL/OUT ME PHS  
DAY OF 19

**TAX LOT CERTIFICATION**  
THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAPS OF THE REAL PROPERTY ASSESSED BY THE BUREAU OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN

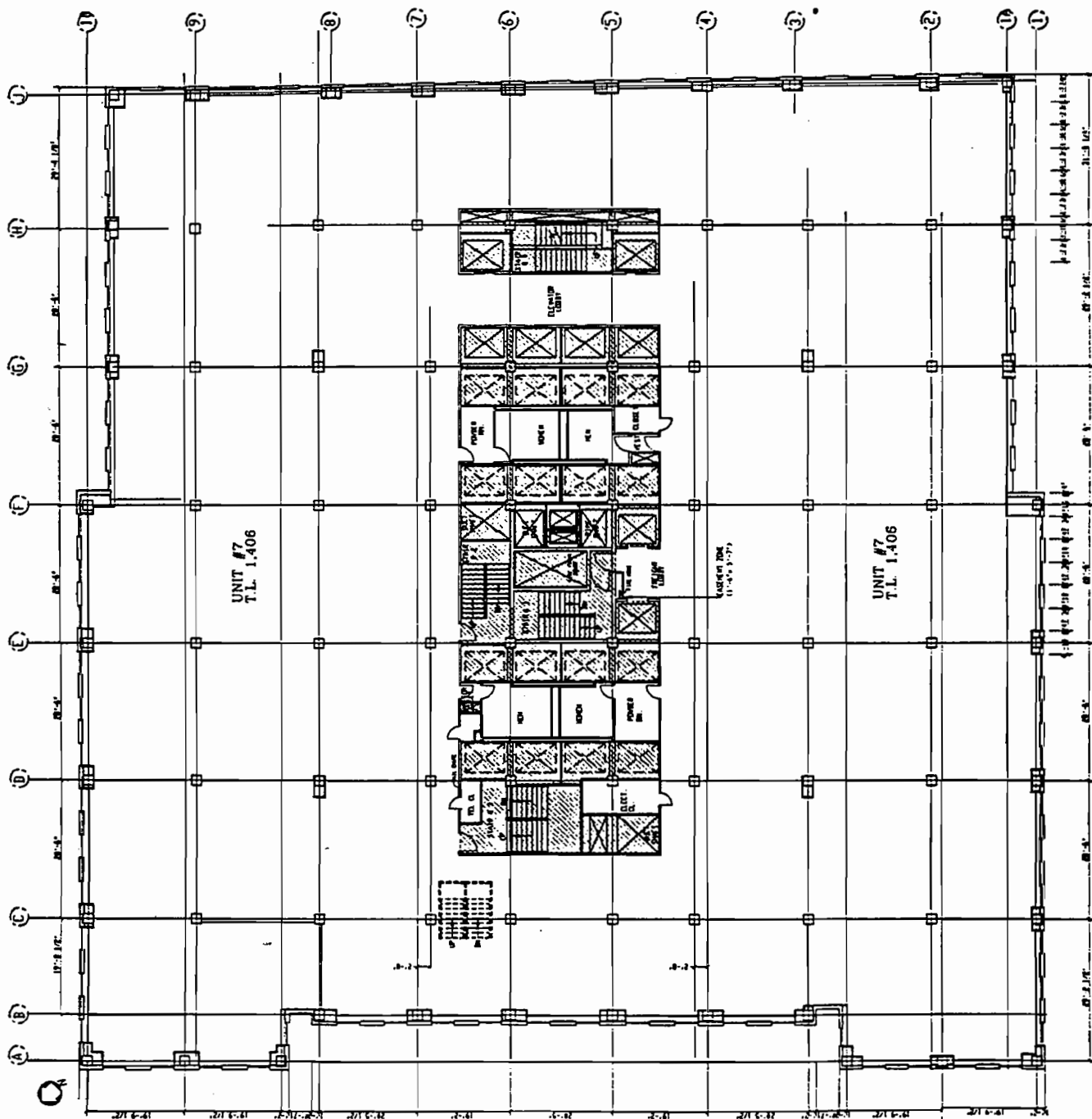
|  |                       |
|--|-----------------------|
|  | <b><u>SUBJECT</u></b> |
|  | <b><u>DATE</u></b>    |

**633 THIRD AVENUE  
NEW YORK, N.Y.**

| DATE   | BY       | REMARKS |
|--------|----------|---------|
| 1-1-68 | J. H. H. | 1st     |
| 1-1-68 | J. H. H. | 2nd     |
| 1-1-68 | J. H. H. | 3rd     |
| 1-1-68 | J. H. H. | 4th     |
| 1-1-68 | J. H. H. | 5th     |
| 1-1-68 | J. H. H. | 6th     |
| 1-1-68 | J. H. H. | 7th     |
| 1-1-68 | J. H. H. | 8th     |
| 1-1-68 | J. H. H. | 9th     |
| 1-1-68 | J. H. H. | 10th    |
| 1-1-68 | J. H. H. | 11th    |
| 1-1-68 | J. H. H. | 12th    |
| 1-1-68 | J. H. H. | 13th    |
| 1-1-68 | J. H. H. | 14th    |
| 1-1-68 | J. H. H. | 15th    |
| 1-1-68 | J. H. H. | 16th    |
| 1-1-68 | J. H. H. | 17th    |
| 1-1-68 | J. H. H. | 18th    |
| 1-1-68 | J. H. H. | 19th    |
| 1-1-68 | J. H. H. | 20th    |
| 1-1-68 | J. H. H. | 21st    |
| 1-1-68 | J. H. H. | 22nd    |
| 1-1-68 | J. H. H. | 23rd    |
| 1-1-68 | J. H. H. | 24th    |
| 1-1-68 | J. H. H. | 25th    |
| 1-1-68 | J. H. H. | 26th    |
| 1-1-68 | J. H. H. | 27th    |
| 1-1-68 | J. H. H. | 28th    |
| 1-1-68 | J. H. H. | 29th    |
| 1-1-68 | J. H. H. | 30th    |
| 1-1-68 | J. H. H. | 31st    |
| 1-1-68 | J. H. H. | 32nd    |
| 1-1-68 | J. H. H. | 33rd    |
| 1-1-68 | J. H. H. | 34th    |
| 1-1-68 | J. H. H. | 35th    |
| 1-1-68 | J. H. H. | 36th    |
| 1-1-68 | J. H. H. | 37th    |
| 1-1-68 | J. H. H. | 38th    |
| 1-1-68 | J. H. H. | 39th    |
| 1-1-68 | J. H. H. | 40th    |
| 1-1-68 | J. H. H. | 41st    |
| 1-1-68 | J. H. H. | 42nd    |
| 1-1-68 | J. H. H. | 43rd    |
| 1-1-68 | J. H. H. | 44th    |
| 1-1-68 | J. H. H. | 45th    |
| 1-1-68 | J. H. H. | 46th    |
| 1-1-68 | J. H. H. | 47th    |
| 1-1-68 | J. H. H. | 48th    |
| 1-1-68 | J. H. H. | 49th    |
| 1-1-68 | J. H. H. | 50th    |
| 1-1-68 | J. H. H. | 51st    |
| 1-1-68 | J. H. H. | 52nd    |
| 1-1-68 | J. H. H. | 53rd    |
| 1-1-68 | J. H. H. | 54th    |
| 1-1-68 | J. H. H. | 55th    |
| 1-1-68 | J. H. H. | 56th    |
| 1-1-68 | J. H. H. | 57th    |
| 1-1-68 | J. H. H. | 58th    |
| 1-1-68 | J. H. H. | 59th    |
| 1-1-68 | J. H. H. | 60th    |
| 1-1-68 | J. H. H. | 61st    |
| 1-1-68 | J. H. H. | 62nd    |
| 1-1-68 | J. H. H. | 63rd    |
| 1-1-68 | J. H. H. | 64th    |
| 1-1-68 | J. H. H. | 65th    |
| 1-1-68 | J. H. H. | 66th    |
| 1-1-68 | J. H. H. | 67th    |
| 1-1-68 | J. H. H. | 68th    |
| 1-1-68 | J. H. H. | 69th    |
| 1-1-68 | J. H. H. | 70th    |
| 1-1-68 | J. H. H. | 71st    |
| 1-1-68 | J. H. H. | 72nd    |
| 1-1-68 | J. H. H. | 73rd    |
| 1-1-68 | J. H. H. | 74th    |
| 1-1-68 | J. H. H. | 75th    |
| 1-1-68 | J. H. H. | 76th    |
| 1-1-68 | J. H. H. | 77th    |
| 1-1-68 | J. H. H. | 78th    |
| 1-1-68 | J. H. H. | 79th    |
| 1-1-68 | J. H. H. | 80th    |
| 1-1-68 | J. H. H. | 81st    |
| 1-1-68 | J. H. H. | 82nd    |
| 1-1-68 | J. H. H. | 83rd    |
| 1-1-68 | J. H. H. | 84th    |
| 1-1-68 | J. H. H. | 85th    |
| 1-1-68 | J. H. H. | 86th    |
| 1-1-68 | J. H. H. | 87th    |
| 1-1-68 | J. H. H. | 88th    |
| 1-1-68 | J. H. H. | 89th    |
| 1-1-68 | J. H. H. | 90th    |
| 1-1-68 | J. H. H. | 91st    |
| 1-1-68 | J. H. H. | 92nd    |
| 1-1-68 | J. H. H. | 93rd    |
| 1-1-68 | J. H. H. | 94th    |
| 1-1-68 | J. H. H. | 95th    |
| 1-1-68 | J. H. H. | 96th    |
| 1-1-68 | J. H. H. | 97th    |
| 1-1-68 | J. H. H. | 98th    |
| 1-1-68 | J. H. H. | 99th    |
| 1-1-68 | J. H. H. | 100th   |

7TH FLOOR

66-128-8  
A-7



**DEPARTMENT OF HEALTH**

EACH UNIT CONSISTS OF THE AREA BOUNDED BY THE FOLLOWING:

- (1) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB ABOVE THE UNIT AND THE BOTTOM OF THE CONCRETE SLAB ABOVE THE UNIT;
- (2) HORIZONTALLY BY THE INTERIOR FACE OF THE WALLS OF THE UNIT;
- (3) THE CENTER LINE OF WALLS SEPARATING THE UNIT FROM OTHER UNITS REFERENCED IN THIS PARAGRAPH;
- (4) THE INTERIOR FACE OF THE WALLS OF THE UNIT FROM THE INTERIOR FACE OF THE WALLS OF THE UNIT FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE UNIT.

**UNIT 1**

THE TRAVELERS INSURANCE COMPANY  
300 OLD FANCH ST  
NEW YORK, N.Y. 10013

## PROJECTS OR COMMUNICATION

**STATE OF NEW YORK**

COUNTY OF NEW YORK

YI MING HUANG CONSULTING P.A.

DATE OF BIRTH OF PERSON  
IDENTIFICATION

TAX LOT CERTIFICATION  
THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS  
BELOW HEREON CORRESPOND TO THE OFFICIAL TAX LOT  
PROPERTY ASSESSMENT SYSTEM ON THE MAPS OF THE REAL  
ESTATE BUREAU OF THE CITY OF  
NEW YORK, BUREAU OF MANHATTAN

—

11

—

33 THIRD AVENUE  
NEW YORK, N.Y.

**A-10**

6TH FLOOR

2-23-65  
A-6



Arnold Raydon Canada Ltd  
8 Columbia Circle New York, New York 10010  
EAL 977 9888, Fax 914 677 2879

**PERIMETERS OF WALLS**

EACH UNIT CONSISTS OF THE AREA MEASURED: (1) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BEHIND THE UNIT AND TO THE BOTTOM OF THE UNIT; (2) HORIZONTALLY FROM THE INTERIOR FACE OF THE PROTECTIVE CONSTRUCTING WALL TO THE INTERIOR FACE OF THE WALLS OF THE EXTERIOR WALLS OF THE BUILDING BOLDING (OTHER THAN THE WIND-STOP EXTERIOR WALLS) SURROUNDING THE UNIT FROM CHIMNEY, UTILITY AND OTHER OVERLAPping STRUCTURES IN THIS PARALLEL TO THE INTERIOR FACE OR EXTERIOR FACE ARE FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE UNIT.

DECLARANT :  
THE TRAVELERS INSURANCE COMPANY  
385 CECILIA ST  
NEW YORK, NY 10013

STATE OF NEW YORK  
COUNTY OF NEW YORK

THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY REPRESENTS THE LAYOUT, LOCATION, LIMIT, DIMENSION AND APPROPRIATE DIMENSIONS OF THE UNITS AS SHOWN.

DOUGLAS SETH HAYDON R.A.

| DATE OF<br>SUSPENSION | DATE OF<br>REINSTATEMENT |
|-----------------------|--------------------------|
| 19                    |                          |

**TAX LOT CERTIFICATION**  
THE LIST OF LOCATIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
THE TOWN BOROUGH OF WASHINGTON

## CONCLUSIONS

633 THIRD AVENUE  
NEW YORK, N.Y.

[illegible]

## STH FLOOR

2-23-86  
A-5

### SAFARI AND SIGHTINGS

[illegible]

**EXERCISE :**

THE TRAVELERS INSURANCE COMPANY  
385 CLEVELAND ST  
NEW YORK, N.Y. 10013

**CONFLICTS OF INTEREST**

STATE OF NEW YORK  
COUNTY OF NEW YORK  
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
REPRODUCTION OF A PORTION OF THE PLANS OF THE BUILDING,  
AS FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY  
REPRESENTS THE LAYOUT, LOCATION, USE, DESIGNATION AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS SHOWN.

YU. M. KULIKOV

DATE OF  
DAY OF  
MONTH OF  
YEAR OF

TAX LOT CERTIFICATION  
THE TAX LOCATIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OTHER TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK BOROUGH OF MANHATTAN

11

**900000**

633 THIRD AVENUE  
NEW YORK, N.Y.

11-11

27

4TH FLOOR

100

13

11

2-23-09

**6-10**

1

---

10

Brooks & Dunlop Canada Ltd  
4 Columbia Circle Ave. Fort St. J. 10010  
212 877 1000, Fax 212 877 3076

**EXPERIMENTAL PROCEDURE**

EACH UNIT CONSISTS OF THE AREA MEASURED (1) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW THE LAIR AND THE BOTTOM OF THE CONCRETE SLAB ABOVE THE LAIR, AND (2) HORIZONTALLY BY THE INTERIOR FACE OF THE BRICKWORK CONFINING THE EXTERIOR WALLS OF THE BUILDING BEHIND THE EXTERIOR WALLS OF THE EXISTING CONCRETE WALLS. THE LAIR IS THE SPACE BETWEEN THE WALLS, REPRESENTING THE LAIR FROM CONCRETE WALLS TO CONCRETE WALLS. (3) THE CENTER LINE OF WALLS SEPARATING THE LAIR FROM OTHER LAIRS. ACTIVITIES IN THIS PARAGRAPH FROM THE INTERIOR FACE OR EXTERIOR FACE ARE FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE LAIR.

**DECLARANT :**

THE TRAVELERS INSURANCE COMPANY  
388 CHURCH ST.  
NEW YORK, NY 10013

**NOVELTY OBJECTS**

STATE OF NEW YORK  
COUNTY OF NEW YORK

THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING, AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY REPRESENTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROPRIATE DIMENSIONS OF THE UNITS AS BUILT.

BOYD & BUTLER, INC.

NOIVZENIDN

11

TAX LOT CERTIFICATION AND THE TAX LOT NUMBERS  
THE UNIT DESCRIPTIONS, AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK BOROUGH OF MANHATTAN

**9 804 700**

—

633 THIRD AVENUE  
NEW YORK, N.Y.

4-10-68 4-10-68 4-10-68

3RD FLOOR

66-23-  
A-3

#### CONCLUSIONS OF WORK

EACH UNIT CONSISTS OF THE AREA MEASURED  
(1) VERTICALLY FROM THE TOP OF THE CONCRETE  
CURB TO THE LIFT AND (2) HORIZONTALLY FROM  
THE INTERIOR WALL OF THE BUILDING TO THE  
INTERIOR WALLS OF THE BUILDING, INCLUDING  
THE LIFT, (3) THE EXTERIOR FACE OF WALLS  
(OTHER THAN THE ADDRESS AND EXTERIOR WALLS)  
SEPARATING THE LIFT FROM COMMON AREAS, AND  
(4) THE CENTER LINE OF WALLS SEPARATING THE LIFT  
FROM OTHER UNITS. ATTENTIONS IN THIS PARAGRAPH  
TO THE INTERIOR FACE OR EXTERIOR FACE ARE FROM  
THE PERSPECTIVE OF A PERSON STANDING WITHIN  
THE LIFT.

**DATE:**

THE TRAVELERS INSURANCE COMPANY  
300 CALVERT ST.  
NEW YORK, N.Y. 10013

## NOTES ON CONTRIBUTORS

STATE OF NEW YORK  
COUNTY OF NEW YORK  
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
AS FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY  
DEPICTS THE LAYOUT, LOCATION, DIMENSION AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS SHOWN

Y H MDOUM NUTS ONTHER

NOTATION  
SHOWS 10 BEFORE ME THIS  
DAY OF 18

TAX LOT CERTIFICATION  
THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSED BY THE BUREAU OF THE CITY OF  
NEW YORK, BUREAU OF VALUATION

047

633 THIRD AVENUE  
NEW YORK, N.Y.

**1987**

2ND FLOOR

1-23-66  
A-2

1. Owner: The New York City Housing Authority  
2. Architect: The New York City Housing Authority  
3. Engineer: The New York City Housing Authority

**DESCRIPTION OF UNIT**  
(1) UNIT C-4  
T.L. 1,450  
(2) UNIT C-3  
T.L. 1,449  
(3) UNIT C-2  
T.L. 1,448  
(4) UNIT C-1  
T.L. 1,447  
(5) UNIT C-6  
T.L. 1,452  
(6) UNIT C-7  
T.L. 1,453  
(7) UNIT C-5  
T.L. 1,451

**REMARKS:**  
THE BUILDING IS A CONDOMINIUM  
NEW YORK, N.Y. 10013

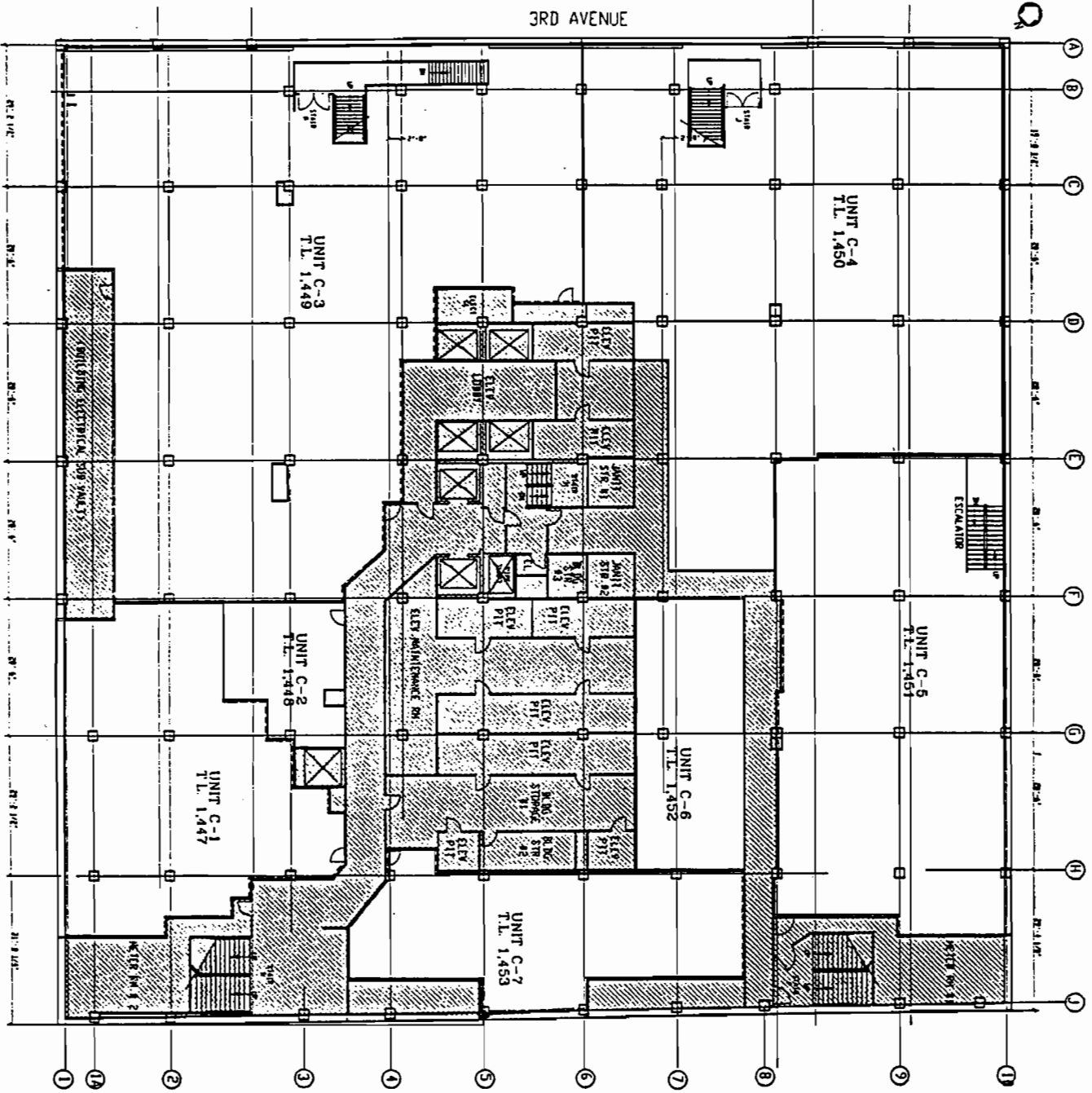
**APPROXIMATE CERTIFICATION**  
STATE OF NEW YORK  
COUNTY OF NEW YORK  
IN SENATE  
JANUARY 1, 1971  
BY SENATOR [Name]  
AND SENATOR [Name]  
IN SENATE  
JANUARY 1, 1971  
BY SENATOR [Name]  
AND SENATOR [Name]

**NOTIFICATION**  
SHOWN TO RECORD IN THIS  
DATE OF  
19

633 THIRD AVENUE  
NEW YORK, N.Y.

CELLAR

DATE  
BY  
A-C

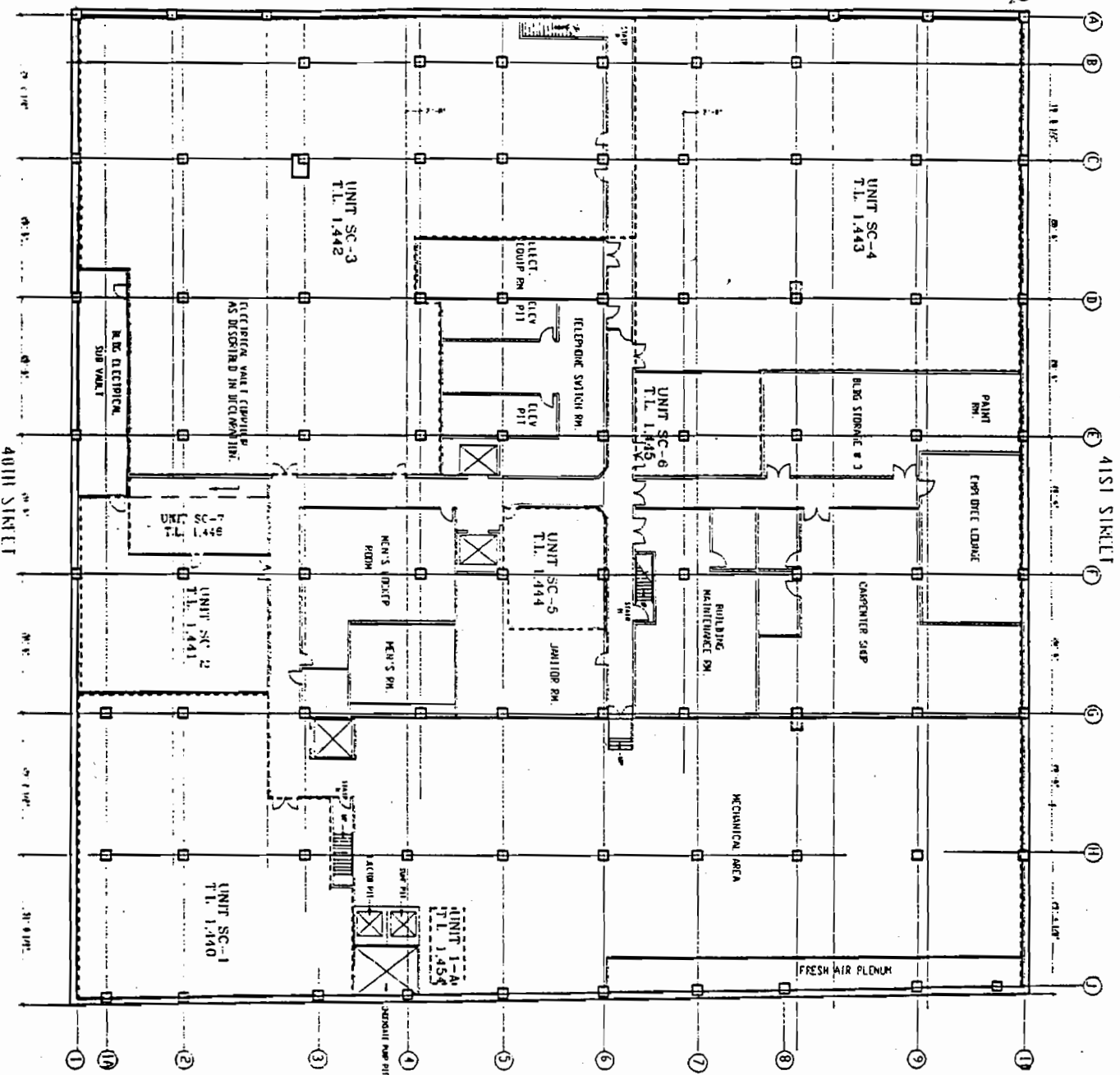


3RD AVENUE





3RD AVENUE



James H. Jones & Sons, Inc.

100 Hudson Street, New York 14, N.Y.  
212 BR 5-0001, 212 BR 5-0002

**DESCRIPTION OF WORK**

FOR THE CONSTRUCTION OF THE NEW BUILDING, THE ARCHITECT HAS PREPARED THE FOLLOWING DESCRIPTION OF THE WORK TO BE DONE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

**DETAILS**

SEE DRAWINGS FOR DETAILS. SEE DRAWINGS FOR DETAILS. SEE DRAWINGS FOR DETAILS.

**ADDITIONAL CERTIFICATION**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

RECORD SET, DRAWING NO. 1

NOTED TO BE DONE BY THE CONTRACTOR. NOTED TO BE DONE BY THE CONTRACTOR. NOTED TO BE DONE BY THE CONTRACTOR.

DATE OF 19

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

DATE 19

633 THIRD AVENUE  
NEW YORK, N.Y.

SUB-CELLAR

DATE 2-23-65  
A-SC



EXHIBIT 2  
THE FLOOR PLANS

THE 633 THIRD AVENUE CONDOMINIUM  
633 THIRD AVENUE  
BLOCK # - 1314  
NEW YORK, NEW YORK 10017

| TAX LOT | UNIT DESIGNATION | TAX LOT | UNIT DESIGNATION | TAX LOT | UNIT DESIGNATION |
|---------|------------------|---------|------------------|---------|------------------|
| 1401    | 2                | 1424    | 25               | 1447    | C-1              |
| 1402    | 3                | 1425    | 26               | 1448    | C-2              |
| 1403    | 4                | 1426    | 27               | 1449    | C-3              |
| 1404    | 5                | 1427    | 28               | 1450    | C-4              |
| 1405    | 6                | 1428    | 29               | 1451    | C-5              |
| 1406    | 7                | 1429    | 30               | 1452    | C-6              |
| 1407    | 8                | 1430    | 31               | 1453    | C-7              |
| 1408    | 9                | 1431    | 32               | 1454    | 1-A              |
| 1409    | 10               | 1432    | 33               | 1455    | 1-B              |
| 1410    | 11               | 1433    | 34               | 1456    | 1-C              |
| 1411    | 12               | 1434    | 35               | 1457    | 1-D              |
| 1412    | 13               | 1435    | 36               | 1458    | 1-E              |
| 1413    | 14               | 1436    | 37               |         |                  |
| 1414    | 15               | 1437    | 38               |         |                  |
| 1415    | 16               | 1438    | 39               |         |                  |
| 1416    | 17               | 1439    | 41-A             |         |                  |
| 1417    | 18               | 1440    | SC-1             |         |                  |
| 1418    | 19               | 1441    | SC-2             |         |                  |
| 1419    | 20               | 1442    | SC-3             |         |                  |
| 1420    | 21               | 1443    | SC-4             |         |                  |
| 1421    | 22               | 1444    | SC-5             |         |                  |
| 1422    | 23               | 1445    | SC-6             |         |                  |
| 1423    | 24               | 1446    | SC-7             |         |                  |

Swane Hayden Cornell Ltd.  
4 Colburn Circle New York, New York 10019  
212 677 8600, fax 212 677 2072

CONDOMINIUM PLAN No. \_\_\_\_\_

NAME OF CONDOMINIUM: THE 633 THIRD  
AVENUE CONDOMINIUM

ADDRESS : 633 THIRD AVENUE  
BLOCK # -1314  
NEW YORK, NEW YORK 10017

F/K/A \_\_\_\_\_ 9

N/K/A \_\_\_\_\_ 1401-1458

APPROVED BY REAL PROPERTY ASSESSMENT BUREAU \_\_\_\_\_

FILED IN REAL PROPERTY ASSESSMENT BUREAU \_\_\_\_\_

FILED IN NEW YORK CITY REGISTERS OFFICE \_\_\_\_\_

THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN SECTION 5 IN BLOCK 1314  
LOT \_\_\_\_\_ ON THE TAX MAP OF THE BOROUGH OF MANHATTAN CITY OF NEW YORK.

Swane Hayden Cornell Ltd.  
4 Colburn Circle New York, New York 10019  
212 677 8600, fax 212 677 2072

633 THIRD AVENUE  
NEW YORK, N.Y.

Swane Hayden Cornell Ltd.  
4 Colburn Circle New York, New York 10019  
212 677 8600, fax 212 677 2072

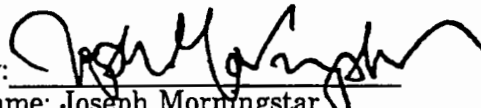


ROCKWOOD

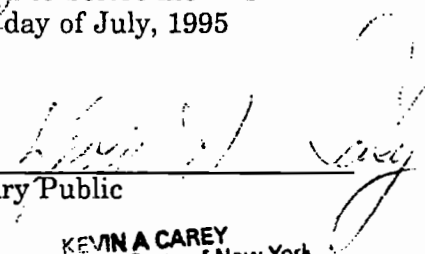
July 12, 1995  
Page 3

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

ROCKWOOD REALTY ASSOCIATES, INC.

By:   
Name: Joseph Morningstar  
Title: Managing Director

Sworn to before me this  
12-day of July, 1995

  
Notary Public

KEVIN A CAREY  
Notary Public, State of New York  
No. G. CA5032093  
Qualified in New York County  
Commission Expires August 15, 1996

July 12, 1995  
Page 2

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

We certify that the revised Schedule:

- (i) sets forth in detail the projected income and expenses for the first year of condominium operation;
- (ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment, or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where we:
  - (a) knew the truth;
  - (b) with reasonable effort could have known the truth;
  - (c) made no reasonable effort to ascertain the truth; or
  - (d) did not have knowledge concerning the representation or statement made.

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

EXHIBIT 1

CERTIFICATION OF ADEQUACY OF REVISED BUDGET

ROCKWOOD REALTY ASSOCIATES, INC.

555 Fifth Avenue  
New York, New York 10017-2416  
212-286-5800 Fax 212-286-5555

July 12, 1995

New York State Department of Law  
120 Broadway  
23rd Floor  
New York, New York 10271

Attention: Real Estate Financing Bureau

Re: 633 Third Avenue  
New York, New York (the "Property")

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B, containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes:

- (i) We have been a licensed real estate broker whose principals have been engaged in the real estate brokerage business for over 15 years and have been active in the sale of cooperative and condominium apartments and office buildings in the greater New York area for more than 10 years.
- (ii) We have also been engaged in the operation and asset management of office buildings in the greater New York area for approximately 10 years.

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

We have reviewed the revised Schedule and investigated the facts set forth in the revised Schedule and the facts underlying it with due diligence in order to form a basis for this certification. We have also relied on our experience in the asset management of office buildings.

FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES D THROUGH D-4 CONT'D

that the Sponsor, as the current owner of the Units, will enter into a service contract with Alpine or some other vendor for the removal of rubbish from the Chemical Office Units on terms and conditions substantially consistent with the Alpine Proposal. There can be no guarantee that any owner of the Units can obtain a contract price for rubbish removal on terms and conditions similar to those obtained by the Sponsor.

Note:

The Estimated Rubbish Removal Expense for Unit 5 is based on square footage occupied by Chemical Bank and not on the entire square footage of the Unit.

FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES D THROUGH D-4 CONT'D

cleaning costs for 1996 have been increased by 5% over the prior year.

| <u>Floor</u>                       | <u>Monthly<br/>Hours</u> | <u>Monthly<br/>Nightly<br/>Cleaning</u> | <u>Monthly<br/>Supplies &amp;<br/>Equipment</u> | <u>1995<br/>Monthly<br/>Total</u> |
|------------------------------------|--------------------------|---|---|-----------------------------------|
| 5                                  | 97.5                     | \$ 2,301.78                             | \$115.09  | \$ 2,416.87                       |
| 6                                  | 227.5                    | \$ 5,370.82                             | \$268.54  | \$ 5,639.36                       |
| 7                                  | 227.5                    | \$ 5,370.82                             | \$268.54  | \$ 5,639.36                       |
| 8                                  | <u>227.5</u>             | <u>\$ 5,370.82</u>                      | <u>\$268.54</u>                                 | <u>\$ 5,639.36</u>                |
| Sub-Total<br>Monthly               | 780.0                    | \$18,414.24                             | \$920.71  | \$ 19,334.95                      |
| Supervisory Charge (Monthly)       |                          |   |   |                                   |
| Interior Window Cleaning (Monthly) |                          |   |   |                                   |
|                                    |                          |   |   | \$ 1,144.00                       |
|                                    |                          |   |   | \$ 250.00                         |

Total Monthly Charges  
Total Annual Charges (1995)

\$ 20,728.94  
\$248,747.30

Estimated Cleaning Charges March 22 - December 31, 1995  
Estimated Cleaning Charges January 1 - March 23, 1996  
Total Estimated Cleaning Costs  
Sales Tax Expense at 8.25%

\$124,373.65  
\$130,592.33  
\$254,965.98  
\$ 21,034.69

Total Estimated Cleaning Expense For First Condominium Year: \$276,000.68

Note: The Estimated Cleaning Expense for Unit 5 is based on square footage occupied by Chemical Bank and not on the entire square footage of the Unit.

Rubbish Removal: The Sponsor as the owner of the Units has obtained a quote for the First Condominium Year from Alpine Waste Corporation ("Alpine") for the rubbish removal in connection with the Chemical Office Units (Alpine Proposal). It is anticipated



FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES D THROUGH D-4 CONT'D

Electric:

Currently, one meter measures the electric consumption in Units 5, 6, 7 and 8. According to the Managing Agent, during the 12 month period 12/29/93 to 11/30/94 the cost to provide electric to Units 5 through 8 totalled \$178,992. For the purposes of these projections, it is estimated that the cost to provide electric to Units 5 through 8 will increase by 4% as of April, 1995 and an additional 5% as of April, 1996. For the purposes of these Schedules, the electric expense has been allocated to each of the Units based on occupancy status. For example, no electric expense has been assumed for that portion of Unit 5 which is vacant.

Other Operating  
Expenses:

In connection with the Chemical Office Leases, the owner of those Units will be required, pursuant to the Chemical Leases, to provide certain services, including but not limited to office cleaning, window cleaning and rubbish removal. The following is a breakdown of the approximate actual costs incurred by the Sponsor associated with providing the services as noted below pursuant to the Chemical Office Leases.

Cleaning:

The Sponsor has obtained a quote from Collins Building Services, Inc. ("CBS") for the cleaning of the Chemical Office Units as well as interior window cleaning services (four times a year), ("Collins Proposal"). It is anticipated that the Sponsor, as the current owner of the Units, will enter into a service contract with CBS for the cleaning of the Chemical Office Units. A new owner of the Units may or may not be able to enter into a service contract with CBS or another vendor for the office and window cleaning of the Chemical Office Units on terms and conditions as favorable as the Collins Proposal. A summary of the Collins Proposal for the 1995 calendar year is outlined below. Please note that the union contract for these services is up for renewal at the end of 1995 and consequently it is impossible to predict what the actual costs will be in 1996. Therefore, the estimated

FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES D THROUGH D-4 CONT'D

**General Notes:**

**Real Estate Taxes:**

Pursuant to the Chemical Office Leases the payment of any real estate tax escalations is due within 30 days from the landlord's payment of the same and submission to tenant of a copy of a receipted tax bill. See the Footnotes to Schedule A of the Plan for a description of how real estate taxes have been calculated. There is no guarantee that the tax escalations currently being paid under the Chemical Office Leases will be paid in the future.

**Operating Expenses**

**Common Charges:**

See Schedules A and B of the Plan for a description of the amount and nature of Common Charges projected for the First Condominium Year. Due to the possibility of unforeseen changes in the economy or increases or decreases in the amount of income and/or expenses from operations, the projection of Common Charges are not to be taken as guarantees or warranties of any kind whatsoever or any assurance that the actual expenses or income of the Condominium for any period of operation may not vary from the amounts shown on the Schedules. The estimated Common Charges for Unit 5 are based on the entire Unit and not just on the portion occupied by Chemical Bank.

**Real Estate Taxes:**

See Schedule A of the Plan for a description of the amount projected and the basis of the projections for Taxes. The projections are not guaranteed. The taxes for future years will vary in accordance with the tax rate and the Property's and/or individual Unit's assessed valuation. The Estimated Taxes for Unit 5 are based on the entire Unit and not just on the portion occupied by Chemical Bank.

FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES D THROUGH D-4 CONT'D

average approximately \$2.00 per square foot.

Fourth Chemical Lease for Unit 8

Current Scheduled Rent:

\$1,257,570 per annum

Porter's Wage:

1995 Wage Rate: \$ 22.3810  
Base Year 1983: \$ 11.4757  
Increase in Rate: \$ 10.9053  
Multiplication Factor: 41,919  
Annual 1995 Escalation: \$457,139  
Monthly 1995 Escalation: \$ 38,095  
Escalation for First  
Condominium Year: \$228,570

Real Estate Taxes:

1995/96 Real Estate Tax: \$4,707,382  
Legal Fees: \$4,707,382  
Total \$2,957,685  
Base Year - 1982/83: \$1,749,697  
Increase Over Base Year: 4.17%  
Tenant's Percentage Share: \$, 72,962  
Estimated Due for First  
Condominium Year:

Electric Income:

Electric charges billed to the tenant for electrical consumption are based on a survey of usage. Current billings to Chemical Bank average approximately \$2.00 per square foot.

FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES D THROUGH D-4 CONT'D

occupied square foot (14,342 square feet).

Note: The estimated income for Unit 5 is based solely on the estimated income derived from the Second Chemical Bank Lease. No income has been estimated for the vacant portion of Unit 5.

Third Chemical Lease for Units 6 and 7

Current Scheduled Rent: \$3,320,545 per annum, (net of electric)

Porter's Wage: 1995 Wage Rate: \$ 22.3810  
Base Year 1983: \$ 11.4757

Increase in Rate: \$ 10.9053

Multiplication Factor: 90,780

Annual 1995 Escalation: \$989,983

Monthly 1995 Escalation: \$ 82,499

Escalation for First Condominium Year: \$494,992

Real Estate Taxes: 1995/96 Real Estate Tax: \$4,707,382

Legal Fees: \$ 0

Total \$4,707,382

Base Year - 1982/83: \$2,957,685

Increase Over Base Year: \$1,749,697

Tenant's Percentage Share: 9.025%

Estimated Tax Due for First Condominium Year: \$ 157,910

Electric Income:

Electric charges billed to the tenant for electrical consumption are based on a survey of usage. Current billings to Chemical Bank

FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES D THROUGH D-4 CONT'D

Increase in Rate: \$ 8.0189  
 Multiplication Factor: 14,890  
 Annual 1995 Escalation: \$119,401  
 Monthly 1995 Escalation: \$ 9,950  
 Escalation for  
 First Condominium Year: \$ 59,701

Real Estate Taxes<sup>2</sup>: 1995/96 Real Estate Tax: \$4,707,382

Legal Fees: \$ 0  
 Total \$4,707,382  
 Base Year - 1986/87 \$3,504,430  
 Increase Over Base Year \$1,202,952  
 Tenant's Percentage Share: 1.48%  
 Due for 1994/95 Year: \$ 17,804

Estimated First Condominium Year  
 Tax Escalation: \$17,804

Electric Income:

Electric charges billed to the tenant for electrical consumption are based on a survey of usage. Current billings to Chemical Bank average approximately \$2.31 per

<sup>2</sup> For the purposes of the projections contained in these Schedules, the real estate tax escalation income for the Chemical Office Units for the First Condominium Year has been provided by the Managing Agent based on the real estate taxes for the Property for 1995/96 fiscal tax year. According to the Managing Agent, only 50% of the Grand Central Business District Tax is included in this calculation based on historical billings of Chemical, although to Sponsor's knowledge, there is no written agreement between the parties to that effect.

FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES D THROUGH D-4 CONT'D

be disregarded for the purposes of calculating real estate tax escalations in subsequent years.

Other Escalations:  
  
Utilities (Fuel). No utilities escalations are currently being billed.

Renewal Option:  
  
One renewal option for a term of ten years pursuant to the terms and conditions of the renewal option for Units 6 and 7 under the Third Chemical Lease.

Summary of 1995/96  
Income from  
Chemical Leases

The following is a breakdown of the sources of estimated income, subject to collection, from the Chemical Office Leases for the First Condominium Year.

Second Chemical Lease for Unit 5

|                              |                                       |
|------------------------------|---------------------------------------|
| Current Scheduled Rent:      | \$491,370 per annum (net of electric) |
| Porter's Wage <sup>1</sup> : | 1995 Wage Rate: \$ 22.3810            |
| Base Year 1986:              | <u>\$ 14.3621</u>                     |

---

<sup>1</sup>The Porter's Wage Rate for the 1996 year has not as yet been determined. The projections contained in these Schedules do not provide for an increase in the Porter's Wage Rate for 1996. Therefore, the Porter's Wage income for the part of the First Condominium Year occurring in 1996 is based upon the 1995 Porter's Wage Rate.

FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES D THROUGH D-4 CONT'D

Second Chemical Lease for a portion of Unit 5 and the Fourth Chemical Lease for Unit 8.

Fourth Chemical Lease for Unit 8 (the 8th Floor)

Lease Commencement Date:  
Lease Termination Date:  
Square Footage:  
Scheduled Fixed Rent:

June 1, 1983  
May 31, 1998  
Not Determined in Lease.  
\$1,341,408 per annum at Lease Commencement (inclusive of electric charges).

Scheduled Net Rent:

\$1,257,570 per annum at Lease Commencement (net of electric charges).

Rent Step-ups:

None.

Electricity:

\$83,838 per annum at Lease Commencement, subject to survey.

Porter's Wage Escalation:

Base Rate: May, 1983, inclusive of fringe benefits.

Multiplication Factor: 41,919

Real Estate Tax Escalation:

Base Year: July 1, 1982/June 30, 1983  
Base Year Tax: \$2,957,684.64  
Tenant's Proportionate Share: 4.17%  
The Fourth Chemical Lease provides that increases in assessed valuation of the Property resulting from the sale of the land or building shall

FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES D THROUGH D-4 CONT'D

Rent Step-ups:

\$398,097.00 as of June 1, 1986  
 \$331,747.50 as of June 1, 1989  
 \$663,495.00 as of June 1, 1992

Electricity:

\$181,560.00 per annum at Lease Commencement, subject to survey.

Porter's Wage Escalation:

Base Rate: May 1983, inclusive of fringe benefits.

Multiplication Factor: 90,780

Real Estate Tax Escalation:

Base Year: July 1, 1982/June 30, 1983

Base Year Tax: \$2,957,684.64  
 Tenant's Proportionate Share: 9.025%  
 The Third Chemical Lease provides that increases in assessed valuation of the Property resulting from the sale of the land or building shall be disregarded for the purposes of calculating real estate tax escalations in subsequent years.

Other Escalations:

Utilities (Fuel). No escalations for utilities are currently being billed.

Renewal Option:

One renewal option for a term of ten years. Renewal at fair market rent as described in Third Chemical Lease. The option to renew must be exercised 9 months prior to the expiration of the lease. Renewal is subject to Chemical's renewal of the



FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES D THROUGH D-4 CONT'D

The Second Chemical Lease provides that increases in assessed valuation of the Property resulting from the sale of the land or building shall be disregarded for the purposes of calculating real estate tax escalations in subsequent years.

Other Escalations:

Utilities (Fuel). No escalations for utilities are currently being billed.

Renewal Option:

One renewal option for a term of ten years. Renewal at fair market rent as described in Second Chemical Lease. The option to renew must be exercised 9 months prior to the expiration of the lease. Renewal is subject to Chemical's renewal of the Third Chemical Lease for Units 6 and 7 and the Fourth Chemical Lease for Unit 8.

Third Chemical Lease for Units 6 and 7 (the 6th and 7th Floors)

Lease Commencement Date:

Lease Termination Date:

Square Footage:

Scheduled Fixed Rent:

Scheduled Net Rent:

June 1, 1983

May 31, 1998

Not Determined in Lease.

\$2,108,766.00 per annum at Lease Commencement (inclusive of electric charges).

\$1,927,206.00 per annum at Lease Commencement (net of electric charges).

**FOOTNOTES TO FINANCIAL INFORMATION ON SCHEDULES D THROUGH D-4**

**Chemical Office  
Leases**

Copies of the Chemical Office Leases are available for review at the office of the Selling Agent. Certain terms and provisions of those leases are summarized below. All leases should be read in their entirety for a full understanding of the terms and conditions of the leases as well as the provisions summarized herein.

**Income**

Second Chemical Lease for a portion of Unit 5

|                          |   |
|--------------------------|---|
| Lease Commencement Date: | November 24, 1986   |
| Lease Termination Date:  | May 31, 1998  |
| Square Footage:          | No Determination in Lease.  |
| Scheduled Fixed Rent:    | \$462,036.70 per annum at Lease Commencement (inclusive of electric charges). |

|                     |   |
|---------------------|---|
| Scheduled Net Rent: | \$431,810.00 per annum at Lease Commencement (net of electric charges). |
|---------------------|---|

|                |                                |
|----------------|--------------------------------|
| Rent Step-ups: | \$29,780 as of January 1, 1991 |
|                | \$29,780 as of January 1, 1995 |

|              |   |
|--------------|---|
| Electricity: | \$30,226.70 per annum at Lease Commencement, subject to survey. |
|--------------|---|

|                           |   |
|---------------------------|---|
| Porter's Wage Escalation: | Base Rate: August 1986, inclusive of fringe benefits. |
|---------------------------|---|

Multiplication Factor: 14,890

|                             |                                       |
|-----------------------------|---------------------------------------|
| Real Estate Tax Escalation: | Base Year: July 1, 1986/June 30, 1987 |
|-----------------------------|---------------------------------------|

|  |                                     |
|--|-------------------------------------|
|  | Base Year Tax: \$3,504,430.12       |
|  | Tenant's Proportionate Share: 1.48% |



**SCHEDULE D-4 - 1994 ACTUAL RECEIPTS  
FROM CHEMICAL OFFICE UNITS**

| Actual Receipts                  |  | January | February | March   | April   | May     | June    | July    | August  | September | October | November | December | Total     |
|----------------------------------|--|---------|----------|---------|---------|---------|---------|---------|---------|-----------|---------|----------|----------|-----------|
| Chemical Bank - Portion Unit 5   |  |         |          |         |         |         |         |         |         |           |         |          |          |           |
| a. Scheduled Rent                |  | 38,466  | 38,466   | 38,466  | 38,466  | 38,466  | 38,466  | 38,466  | 38,466  | 38,466    | 38,466  | 38,466   | 38,466   | 461,590   |
| b. Porter's Wage                 |  | 8,410   | 8,410    | 8,410   | 10,963  | 9,048   | 9,048   | 9,048   | 9,048   | 9,048     | 9,048   | 9,048    | 9,048    | 108,580   |
| c. Real Estate Taxes             |  | 14,842  | 0        | 0       | 0       | 0       | 0       | 0       | 8,807   | 0         | 0       | 0        | 0        | 23,649    |
| d. Electric                      |  | 2,859   | 2,859    | 2,859   | 2,859   | 2,859   | 2,859   | 2,859   | 2,859   | 1,705     | 2,853   | 2,853    | 2,853    | 33,134    |
| Subtotal Chemical Portion Unit 5 |  | 64,577  | 49,744   | 49,744  | 52,288  | 47,314  | 47,314  | 47,314  | 56,321  | 47,514    | 47,514  | 47,514   | 47,514   | 626,953   |
| Chemical Bank - Units 6 & 7      |  |         |          |         |         |         |         |         |         |           |         |          |          |           |
| a. Scheduled Rent                |  | 276,712 | 276,712  | 276,712 | 276,712 | 276,712 | 276,712 | 276,712 | 276,712 | 276,712   | 276,712 | 276,712  | 276,712  | 3,320,546 |
| b. Porter's Wage                 |  | 73,109  | 73,109   | 73,109  | 88,675  | 77,000  | 77,000  | 77,000  | 77,000  | 77,000    | 77,000  | 77,000   | 77,000   | 924,004   |
| c. Real Estate Taxes             |  | 115,180 | 0        | 0       | 0       | 0       | 0       | 0       | 78,375  | 0         | 0       | 0        | 0        | 193,554   |
| d. Electric                      |  | 15,015  | 15,015   | 15,015  | 15,015  | 15,015  | 15,015  | 15,015  | 15,015  | 13,033    | 14,983  | 14,983   | 14,983   | 178,104   |
| Subtotal Chemical Units 6 & 7    |  | 480,016 | 364,836  | 364,836 | 380,402 | 368,728 | 368,728 | 368,728 | 447,102 | 366,746   | 368,696 | 368,696  | 368,696  | 4,616,208 |
| Chemical Bank - Unit 8           |  |         |          |         |         |         |         |         |         |           |         |          |          |           |
| a. Scheduled Rent                |  | 104,798 | 104,798  | 104,798 | 104,798 | 104,798 | 104,798 | 104,798 | 104,798 | 104,798   | 104,798 | 104,798  | 104,798  | 1,257,570 |
| b. Porter's Wage                 |  | 33,759  | 33,759   | 33,759  | 40,917  | 35,556  | 35,556  | 35,556  | 35,556  | 35,556    | 35,556  | 35,556   | 35,556   | 426,673   |
| c. Real Estate Taxes             |  | 53,219  | 0        | 0       | 0       | 0       | 0       | 0       | 36,213  | 0         | 0       | 0        | 0        | 89,432    |
| d. Electric                      |  | 6,933   | 6,933    | 6,933   | 6,933   | 6,933   | 6,933   | 6,933   | 6,933   | 6,018     | 6,919   | 6,919    | 6,919    | 82,242    |
| Subtotal Chemical Unit 8         |  | 198,709 | 145,490  | 145,490 | 152,678 | 147,287 | 147,287 | 147,287 | 183,500 | 146,372   | 147,272 | 147,272  | 147,272  | 1,855,916 |
| Total Chemical Bank Receipts     |  | 743,302 | 557,202  | 557,202 | 582,509 | 563,529 | 563,529 | 563,529 | 686,923 | 560,632   | 563,482 | 563,482  | 563,482  | 7,099,077 |

**SCHEDULE D-3 - ESTIMATED OPERATING EXPENSE DETAIL  
FOR CHEMICAL OFFICE UNITS: FIRST CONDOMINIUM YEAR**

| 1995                               |        |        |        |        |         |           |         |          |          |         |          |              | 1996   |           | Total |
|------------------------------------|--------|--------|--------|--------|---------|-----------|---------|----------|----------|---------|----------|--------------|--------|-----------|-------|
| Estimated Operating Expenses       |        |        |        |        |         |           |         |          |          |         |          |              |        |           |       |
| March                              | April  | May    | June   | July   | August  | September | October | November | December | January | February | March 1-22nd |        |           |       |
| Unit 5                             |        |        |        |        |         |           |         |          |          |         |          |              |        |           |       |
| a. Common Charges                  | 4,944  | 17,028 | 17,028 | 17,028 | 17,028  | 17,028    | 17,028  | 17,028   | 17,028   | 17,028  | 17,028   | 17,028       | 12,085 | 204,338   |       |
| b. Real Estate Taxes               | 0      | 0      | 0      | 0      | 101,810 | 0         | 0       | 0        | 0        | 101,810 | 0        | 0            | 0      | 203,621   |       |
| c. Electricity                     | 444    | 1,531  | 1,531  | 1,531  | 1,531   | 1,531     | 1,531   | 1,531    | 1,531    | 1,531   | 1,531    | 1,531        | 1,086  | 18,369    |       |
| d. Other Operating Expenses        | 644    | 2,217  | 2,217  | 2,217  | 2,217   | 2,217     | 2,217   | 2,217    | 2,217    | 2,328   | 2,328    | 2,328        | 1,652  | 26,908    |       |
| (i). Cleaning                      | 99     | 340    | 340    | 340    | 340     | 340       | 340     | 340      | 340      | 340     | 340      | 340          | 241    | 4,081     |       |
| (ii). Rubbish                      | 742    | 2,557  | 2,557  | 2,557  | 2,557   | 2,557     | 2,557   | 2,557    | 2,557    | 2,668   | 2,669    | 2,669        | 1,894  | 30,990    |       |
| Subtotal Other Operating Expenses  | 6,131  | 21,116 | 21,116 | 21,116 | 122,927 | 21,116    | 21,116  | 21,116   | 21,116   | 123,038 | 21,228   | 21,228       | 15,064 | 457,318   |       |
| Total Unit 5                       | 6,131  | 21,116 | 21,116 | 21,116 | 122,927 | 21,116    | 21,116  | 21,116   | 21,116   | 123,038 | 21,228   | 21,228       | 15,064 | 457,318   |       |
| Unit 6                             |        |        |        |        |         |           |         |          |          |         |          |              |        |           |       |
| a. Common Charges                  | 4,952  | 17,058 | 17,058 | 17,058 | 17,058  | 17,058    | 17,058  | 17,058   | 17,058   | 17,058  | 17,058   | 17,058       | 12,105 | 204,692   |       |
| b. Real Estate Taxes               | 0      | 0      | 0      | 0      | 101,987 | 0         | 0       | 0        | 0        | 101,987 | 0        | 0            | 0      | 203,973   |       |
| c. Electricity                     | 1,388  | 4,779  | 4,779  | 4,779  | 4,779   | 4,779     | 4,779   | 4,779    | 4,779    | 4,779   | 4,779    | 4,779        | 3,392  | 57,352    |       |
| d. Other Operating Expenses        | 2,010  | 6,923  | 6,923  | 6,923  | 6,923   | 6,923     | 6,923   | 6,923    | 6,923    | 7,269   | 7,269    | 7,269        | 5,159  | 84,012    |       |
| (i). Cleaning                      | 308    | 1,062  | 1,062  | 1,062  | 1,062   | 1,062     | 1,062   | 1,062    | 1,062    | 1,062   | 1,062    | 1,062        | 754    | 12,743    |       |
| (ii). Rubbish                      | 2,318  | 7,985  | 7,985  | 7,985  | 7,985   | 7,985     | 7,985   | 7,985    | 7,985    | 8,331   | 8,332    | 8,332        | 5,912  | 96,756    |       |
| Subtotal Other Operating Expenses  | 8,658  | 29,822 | 29,822 | 29,822 | 131,808 | 29,822    | 29,822  | 29,822   | 29,822   | 132,155 | 30,169   | 30,169       | 21,410 | 562,774   |       |
| Total Unit 6                       | 8,658  | 29,822 | 29,822 | 29,822 | 131,808 | 29,822    | 29,822  | 29,822   | 29,822   | 132,155 | 30,169   | 30,169       | 21,410 | 562,774   |       |
| Unit 7                             |        |        |        |        |         |           |         |          |          |         |          |              |        |           |       |
| a. Common Charges                  | 4,961  | 17,087 | 17,087 | 17,087 | 17,087  | 17,087    | 17,087  | 17,087   | 17,087   | 17,087  | 17,087   | 17,087       | 12,127 | 205,048   |       |
| b. Real Estate Taxes               | 0      | 0      | 0      | 0      | 102,164 | 0         | 0       | 0        | 0        | 102,164 | 0        | 0            | 0      | 204,328   |       |
| c. Electricity                     | 1,388  | 4,779  | 4,779  | 4,779  | 4,779   | 4,779     | 4,779   | 4,779    | 4,779    | 4,779   | 4,779    | 4,779        | 3,392  | 57,352    |       |
| d. Other Operating Expenses        | 2,010  | 6,923  | 6,923  | 6,923  | 6,923   | 6,923     | 6,923   | 6,923    | 6,923    | 7,269   | 7,269    | 7,269        | 5,159  | 84,012    |       |
| (i). Cleaning                      | 308    | 1,062  | 1,062  | 1,062  | 1,062   | 1,062     | 1,062   | 1,062    | 1,062    | 1,062   | 1,062    | 1,062        | 754    | 12,743    |       |
| (ii). Rubbish                      | 2,318  | 7,985  | 7,985  | 7,985  | 7,985   | 7,985     | 7,985   | 7,985    | 7,985    | 8,331   | 8,332    | 8,332        | 5,912  | 96,756    |       |
| Subtotal Other Operating Expenses  | 8,667  | 29,851 | 29,851 | 29,851 | 132,016 | 29,851    | 29,851  | 29,851   | 29,851   | 132,362 | 30,199   | 30,199       | 21,431 | 563,485   |       |
| Total Unit 7                       | 8,667  | 29,851 | 29,851 | 29,851 | 132,016 | 29,851    | 29,851  | 29,851   | 29,851   | 132,362 | 30,199   | 30,199       | 21,431 | 563,485   |       |
| Unit 8                             |        |        |        |        |         |           |         |          |          |         |          |              |        |           |       |
| a. Common Charges                  | 4,577  | 15,765 | 15,765 | 15,765 | 15,765  | 15,765    | 15,765  | 15,765   | 15,765   | 15,765  | 15,765   | 15,765       | 11,188 | 189,181   |       |
| b. Real Estate Taxes               | 0      | 0      | 0      | 0      | 94,258  | 0         | 0       | 0        | 0        | 94,258  | 0        | 0            | 0      | 188,517   |       |
| c. Electricity                     | 1,278  | 4,402  | 4,402  | 4,402  | 4,402   | 4,402     | 4,402   | 4,402    | 4,402    | 4,402   | 4,402    | 4,402        | 3,124  | 52,822    |       |
| d. Other Operating Expenses        | 1,851  | 6,376  | 6,376  | 6,376  | 6,376   | 6,376     | 6,376   | 6,376    | 6,376    | 6,695   | 6,695    | 6,695        | 4,751  | 77,376    |       |
| (i). Cleaning                      | 284    | 978    | 978    | 978    | 978     | 978       | 978     | 978      | 978      | 978     | 978      | 978          | 694    | 11,737    |       |
| (ii). Rubbish                      | 2,135  | 7,354  | 7,354  | 7,354  | 7,354   | 7,354     | 7,354   | 7,354    | 7,354    | 7,673   | 7,674    | 7,674        | 5,445  | 89,114    |       |
| Subtotal Other Operating Expenses  | 7,990  | 27,521 | 27,521 | 27,521 | 121,779 | 27,521    | 27,521  | 27,521   | 27,521   | 122,098 | 27,841   | 27,841       | 19,757 | 519,634   |       |
| Total Unit 8                       | 7,990  | 27,521 | 27,521 | 27,521 | 121,779 | 27,521    | 27,521  | 27,521   | 27,521   | 122,098 | 27,841   | 27,841       | 19,757 | 519,634   |       |
| Total Estimated Operating Expenses | 22,778 | 78,459 | 78,459 | 78,459 | 376,515 | 78,459    | 78,459  | 78,459   | 78,459   | 377,290 | 79,238   | 79,238       | 56,231 | 2,103,211 |       |

**SCHEDULE D-2 - MONTHLY ESTIMATED INCOME DETAIL  
FOR CHEMICAL OFFICE UNITS: FIRST CONDOMINIUM YEAR**

| Estimated Income                 | 1995         |         |         |         |         |         |           |         |          |          |         |          | 1996         |           |
|----------------------------------|--------------|---------|---------|---------|---------|---------|-----------|---------|----------|----------|---------|----------|--------------|-----------|
|                                  | March        |         |         |         |         |         |           |         |          |          |         |          | March        |           |
|                                  | March 23-31s | April   | May     | June    | July    | August  | September | October | November | December | January | February | March 1-22nd | Total     |
| Portion Unit 3                   |              |         |         |         |         |         |           |         |          |          |         |          |              |           |
| a. Scheduled Rent                | 11,888       | 40,948  | 40,948  | 40,948  | 40,948  | 40,948  | 40,948    | 40,948  | 40,948   | 40,948   | 40,948  | 40,948   | 29,060       | 491,370   |
| b. Porter's Wage                 | 2,889        | 9,950   | 9,950   | 9,950   | 9,950   | 9,950   | 9,950     | 9,950   | 9,950    | 9,950    | 9,950   | 9,950    | 7,061        | 119,401   |
| c. Real Estate Taxes             | 0            | 0       | 0       | 0       | 0       | 8,902   | 0         | 0       | 0        | 0        | 8,902   | 0        | 0            | 17,804    |
| d. Electric                      | 828          | 2,853   | 2,853   | 2,853   | 2,853   | 2,853   | 2,853     | 2,853   | 2,853    | 2,853    | 2,853   | 2,853    | 2,025        | 34,233    |
| Subtotal Chemical Portion Unit 5 | 15,605       | 53,750  | 53,750  | 53,750  | 53,750  | 62,652  | 53,750    | 53,750  | 53,750   | 53,750   | 62,652  | 53,750   | 38,145       | 662,808   |
| Units 6 & 7                      |              |         |         |         |         |         |           |         |          |          |         |          |              |           |
| a. Scheduled Rent                | 80,336       | 276,712 | 276,712 | 276,712 | 276,712 | 276,712 | 276,712   | 276,712 | 276,712  | 276,712  | 276,712 | 276,712  | 196,376      | 3,320,546 |
| b. Porter's Wage                 | 23,951       | 82,499  | 82,499  | 82,499  | 82,499  | 82,499  | 82,499    | 82,499  | 82,499   | 82,499   | 82,499  | 82,499   | 58,547       | 989,983   |
| c. Real Estate Taxes             | 0            | 0       | 0       | 0       | 0       | 78,955  | 0         | 0       | 0        | 0        | 78,955  | 0        | 0            | 157,910   |
| d. Electric                      | 4,350        | 14,983  | 14,983  | 14,983  | 14,983  | 14,983  | 14,983    | 14,983  | 14,983   | 14,983   | 14,983  | 14,983   | 10,633       | 179,796   |
| Subtotal Units 6 & 7             | 108,637      | 374,194 | 374,194 | 374,194 | 374,194 | 453,149 | 374,194   | 374,194 | 374,194  | 374,194  | 453,149 | 374,194  | 265,557      | 4,648,235 |
| Unit 8                           |              |         |         |         |         |         |           |         |          |          |         |          |              |           |
| a. Scheduled Rent                | 30,425       | 104,798 | 104,798 | 104,798 | 104,798 | 104,798 | 104,798   | 104,798 | 104,798  | 104,798  | 104,798 | 104,798  | 74,372       | 1,257,570 |
| b. Porter's Wage                 | 11,060       | 38,095  | 38,095  | 38,095  | 38,095  | 38,095  | 38,095    | 38,095  | 38,095   | 38,095   | 38,095  | 38,095   | 27,035       | 457,139   |
| c. Real Estate Taxes             | 0            | 0       | 0       | 0       | 0       | 36,481  | 0         | 0       | 0        | 0        | 36,481  | 0        | 0            | 72,962    |
| d. Electric                      | 2,009        | 6,919   | 6,919   | 6,919   | 6,919   | 6,919   | 6,919     | 6,919   | 6,919    | 6,919    | 6,919   | 6,919    | 4,910        | 83,022    |
| Subtotal Unit 8                  | 43,494       | 149,811 | 149,811 | 149,811 | 149,811 | 186,292 | 149,811   | 149,811 | 149,811  | 149,811  | 186,292 | 149,811  | 106,318      | 1,870,695 |
| Total Estimated Income           | 167,735      | 577,755 | 577,755 | 577,755 | 577,755 | 702,093 | 577,755   | 577,755 | 577,755  | 577,755  | 702,093 | 577,755  | 410,020      | 7,181,738 |

[illegible]

### TEACHING OF LOGS

EACH UNIT CONSISTS OF THE AREA MEASURED (1) VERTICALLY FROM THE TOP OF THE CONCRETE WALL ABOVE THE UNIT AND THE BOTTOM OF THE CONCRETE WALL BELOW THE UNIT, AND (2) HORIZONTALLY BY MEASURING THE INTERIOR OF THE STRUCTURE CONSTRUCTING THE UNIT. THE BOTTOM OF THE STRUCTURE FORMING THE UNIT IS THE INTERIOR FACE OF THE WALLS (OTHER THAN THE APPROACH EXTERIOR WALLS) TERMINATING THE UNIT FROM CONCRETE EXTERIOR WALLS. THE CENTER LINE OF WALLS SEPARATING THE UNIT FROM OTHER UNITS ATTENDS IN THIS PARAGRAPH TO THE INTERIOR FACE OF EXTERIOR WALLS AND FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE UNIT.

**EXPLANATION :**

THE TRAVELERS INSURANCE COMPANY  
308 CLEVELAND ST.  
NEW YORK, N.Y. 10013

## CONFLICTS OF INTEREST

STATE OF NEW YORK  
COUNTY OF NEW YORK

THOSE IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
HAS FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS CITY OF NEW YORK AND FULLY AND FAIRLY  
REPRESENTS THE LAYOUT, LOCATION, USE, DESCRIPTION AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

ROBERTO SETH WARDEN & A

| NO. OF<br>COPIES TO BE<br>MAILED | DATE     | BY       |
|----------------------------------|----------|----------|
| 1                                | 10/10/10 | 10/10/10 |

TAX LOT IDENTIFICATION AND THE TAX LOT NUMBERS  
THE UNIT DESIGNATIONS CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
CHICAGO, ILLINOIS.

---

**\_\_\_\_\_**

**THE**

NEW YORK, N.Y.

1000

Figure 1

30TH FLOOR

[illegible]

13

11

8-2-1

**Abstract**

1

### DISCUSSION OF 1973

[illegible]

**DECLARATION :**

THE TRAVELERS INSURANCE COMPANY  
300 CHURCH STREET  
NEW YORK, N.Y. 10013

## PROJECTS OF INTEREST

STATE OF NEW YORK  
COUNTY OF NEW YORK  
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
DEPOSITED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY  
REPRESENTS THE LATITUDE, LOCATION, DIMENSION AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

YR MIDDN KULTS ORNCOG

MOLEZATION  
SOUND TO BEFORE ME PAS  
DAY OF 19

TAX LOT CERTIFICATION  
THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CORRESPOND TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK BUREAU OF MANHATTAN

DATE \_\_\_\_\_

633 THIRD AVENUE  
NEW YORK, N.Y.

100

## 31ST FLOOR

**A-31**



EACH UNIT CONSISTS OF THE AREA MEASURED (1) VERTICALLY FROM THE TIP OF THE CONCRETE CURB TO THE TOP OF THE WALL, (2) HORIZONTALLY FROM THE CURB TO THE BOTTOM OF THE WALL, AND (3) HORIZONTALLY BY GROUND ABOVE THE UNIT, AND (4) HORIZONTALLY BY GROUND BELOW THE UNIT. THE MEASURED DISTANCE ALONG THE EXTERIOR WALLS OF THE BUILDING BEING INSPECTED SHALL BE THE DISTANCE FROM THE POINT OF ENTRY TO THE POINT OF EXIT, INCLUDING THE DISTANCE FROM THE POINT OF ENTRY TO THE CENTER LINE OF WALLS SEPARATING THE UNIT FROM OTHER UNITS. IN THIS PARAGRAPH, THE DISTANCE FROM THE POINT OF ENTRY TO THE INTERIOR FACE OF EXTERIOR WALLS ARE FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE UNIT.

THE TRAVELERS INSURANCE COMPANY  
300 CROTON ST.  
NEW YORK, N.Y. 10013

DESIGN OF NEW YORK  
BUILDINGS IS TO CLARIFY THAT THIS PLAN IS AN ACCURATE  
EXCERPT OF A PORTION OF THE PLANS OF THE BUILDING,  
AS FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY  
REPRESENTS THE LAYOUT, LOCATION, NAME, DESIGNATION AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS SHOWN ON THE  
PLANS OF THE BUILDING.

DAY OF 19

THE LOT IDENTIFICATION  
THE LOT DIMENSIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK, BUREAU OF MANHATTAN.

---

633 THIRD AVENUE  
NEW YORK, N.Y.

1980

32RD FLOOR

1-23-60

[illegible]

### COMPARISONS OF UNITS

[illegible]

**COMMIT :**

THE TRAVELERS INSURANCE  
COMPANY OF AMERICA  
15 HUNTER ST.  
NEW YORK, N.Y. 10013

## CONFLICTS OF INTEREST

ASSISTANT OF NEW YORK  
THIS IS TO CERTIFY THAT THE PLANNING OF ACCURATE  
THIS IS TO CERTIFY THAT THE PLANNING OF ACCURATE  
THIS IS TO CERTIFY THAT THE PLANNING OF ACCURATE

# PAPER

TAX LOT CERTIFICATION  
THE UNITS DESIGNATIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE  
PROPERTY ASSESSED BY THE  
NEW YORK BOROUGH OF MANHATTAN

11

**S**

NEW YORK NY

100

|           | ΔT   | 10B  |
|-----------|------|------|
| 1987-1988 | -0.6 | 10.0 |
| 1988-1989 | -0.6 | 10.0 |
| 1989-1990 | -0.6 | 10.0 |
| 1990-1991 | -0.6 | 10.0 |
| 1991-1992 | -0.6 | 10.0 |
| 1992-1993 | -0.6 | 10.0 |
| 1993-1994 | -0.6 | 10.0 |
| 1994-1995 | -0.6 | 10.0 |
| 1995-1996 | -0.6 | 10.0 |
| 1996-1997 | -0.6 | 10.0 |
| 1997-1998 | -0.6 | 10.0 |
| 1998-1999 | -0.6 | 10.0 |
| 1999-2000 | -0.6 | 10.0 |
| 2000-2001 | -0.6 | 10.0 |
| 2001-2002 | -0.6 | 10.0 |
| 2002-2003 | -0.6 | 10.0 |
| 2003-2004 | -0.6 | 10.0 |
| 2004-2005 | -0.6 | 10.0 |
| 2005-2006 | -0.6 | 10.0 |
| 2006-2007 | -0.6 | 10.0 |
| 2007-2008 | -0.6 | 10.0 |
| 2008-2009 | -0.6 | 10.0 |
| 2009-2010 | -0.6 | 10.0 |
| 2010-2011 | -0.6 | 10.0 |
| 2011-2012 | -0.6 | 10.0 |
| 2012-2013 | -0.6 | 10.0 |
| 2013-2014 | -0.6 | 10.0 |
| 2014-2015 | -0.6 | 10.0 |
| 2015-2016 | -0.6 | 10.0 |
| 2016-2017 | -0.6 | 10.0 |
| 2017-2018 | -0.6 | 10.0 |
| 2018-2019 | -0.6 | 10.0 |
| 2019-2020 | -0.6 | 10.0 |
| 2020-2021 | -0.6 | 10.0 |
| 2021-2022 | -0.6 | 10.0 |
| 2022-2023 | -0.6 | 10.0 |
| 2023-2024 | -0.6 | 10.0 |
| 2024-2025 | -0.6 | 10.0 |
| 2025-2026 | -0.6 | 10.0 |
| 2026-2027 | -0.6 | 10.0 |
| 2027-2028 | -0.6 | 10.0 |
| 2028-2029 | -0.6 | 10.0 |
| 2029-2030 | -0.6 | 10.0 |
| 2030-2031 | -0.6 | 10.0 |
| 2031-2032 | -0.6 | 10.0 |
| 2032-2033 | -0.6 | 10.0 |
| 2033-2034 | -0.6 | 10.0 |
| 2034-2035 | -0.6 | 10.0 |
| 2035-2036 | -0.6 | 10.0 |
| 2036-2037 | -0.6 | 10.0 |
| 2037-2038 | -0.6 | 10.0 |
| 2038-2039 | -0.6 | 10.0 |
| 2039-2040 | -0.6 | 10.0 |
| 2040-2041 | -0.6 | 10.0 |
| 2041-2042 | -0.6 | 10.0 |
| 2042-2043 | -0.6 | 10.0 |
| 2043-2044 | -0.6 | 10.0 |
| 2044-2045 | -0.6 | 10.0 |
| 2045-2046 | -0.6 | 10.0 |
| 2046-2047 | -0.6 | 10.0 |
| 2047-2048 | -0.6 | 10.0 |
| 2048-2049 | -0.6 | 10.0 |
| 2049-2050 | -0.6 | 10.0 |
| 2050-2051 | -0.6 | 10.0 |
| 2051-2052 | -0.6 | 10.0 |
| 2052-2053 | -0.6 | 10.0 |
| 2053-2054 | -0.6 | 10.0 |
| 2054-2055 | -0.6 | 10.0 |
| 2055-2056 | -0.6 | 10.0 |
| 2056-2057 | -0.6 | 10.0 |
| 2057-2058 | -0.6 | 10.0 |
| 2058-2059 | -0.6 | 10.0 |
| 2059-2060 | -0.6 | 10.0 |
| 2060-2061 | -0.6 | 10.0 |
| 2061-2062 | -0.6 | 10.0 |
| 2062-2063 | -0.6 | 10.0 |
| 2063-2064 | -0.6 | 10.0 |
| 2064-2065 | -0.6 | 10.0 |
| 2065-2066 | -0.6 | 10.0 |
| 2066-2067 | -0.6 | 10.0 |
| 2067-2068 | -0.6 | 10.0 |
| 2068-2069 | -0.6 | 10.0 |
| 2069-2070 | -0.6 | 10.0 |
| 2070-2071 | -0.6 | 10.0 |
| 2071-2072 | -0.6 | 10.0 |
| 2072-2073 | -0.6 | 10.0 |
| 2073-2074 | -0.6 | 10.0 |
| 2074-2075 | -0.6 | 10.0 |
| 2075-2076 | -0.6 | 10.0 |
| 2076-2077 | -0.6 | 10.0 |
| 2077-2078 | -0.6 | 10.0 |
| 2078-2079 | -0.6 | 10.0 |
| 2079-2080 | -0.6 | 10.0 |
| 2080-2081 | -0.6 | 10.0 |
| 2081-2082 | -0.6 | 10.0 |
| 2082-2083 | -0.6 | 10.0 |
| 2083-2084 | -0.6 | 10.0 |
| 2084-2085 | -0.6 | 10.0 |
| 2085-2086 | -0.6 | 10.0 |
| 2086-2087 | -0.6 | 10.0 |
| 2087-2088 | -0.6 | 10.0 |
| 2088-2089 | -0.6 | 10.0 |
| 2089-2090 | -0.6 | 10.0 |
| 2090-2091 | -0.6 | 10.0 |
| 2091-2092 | -0.6 | 10.0 |
| 2092-2093 | -0.6 | 10.0 |
| 2093-2094 | -0.6 | 10.0 |
| 2094-2095 | -0.6 | 10.0 |
| 2095-2096 | -0.6 | 10.0 |
| 2096-2097 | -0.6 |      |

**F**

.....

11

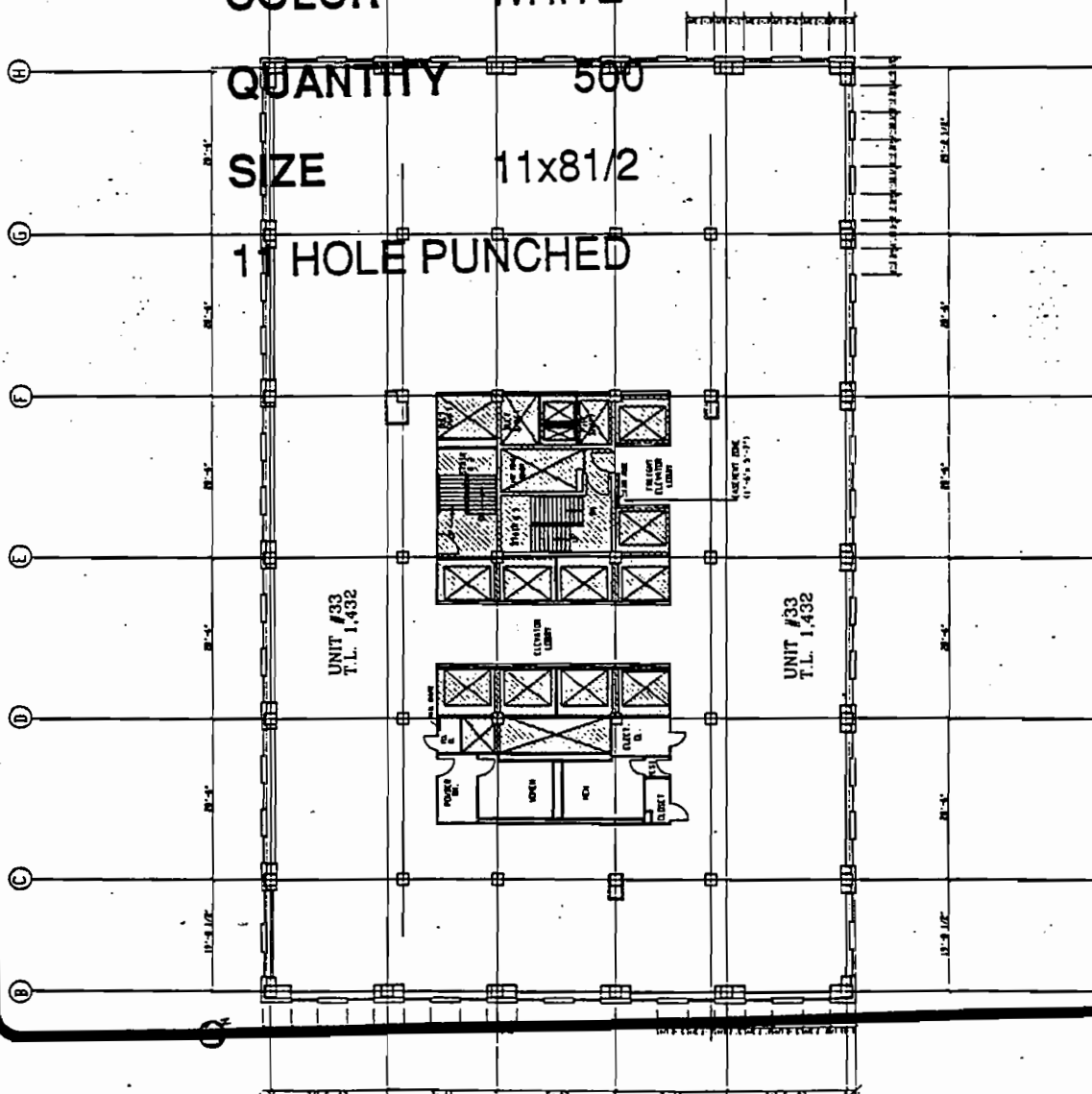
| (8) DESCRIPTION                 | (6) | (5) | (4) | (3) |
|---------------------------------|-----|-----|-----|-----|
| 20# COPY BOND<br>PLAIN SIDEBIND |     |     |     |     |

COLOR WHITE

QUANTITY 500

|      |          |
|------|----------|
| SIZE | 11x8 1/2 |
|------|----------|

11 HOLE PUNCHED



**hundreds of years**

EACH UNIT CONSISTS OF THE AREA MEASURED:  
(1) VERTICALLY FROM THE TOP OF THE CONCRETE  
SLAB BELOW THE UNIT AND THE BOTTOM OF THE CONCRETE  
SLAB ABOVE THE UNIT, AND (2) HORIZONTALLY BY  
THE OUTSIDE FACE OF THE PROCEEDING CONSTRUCTING  
UNIT TO THE OUTSIDE FACE OF THE NEXT UNIT BEING  
CONSTRUCTED. THE ADDRESS OF OUTSIDE WALLS  
(OTHER THAN THE ADDRESS OF OUTSIDE WALLS  
SEPARATING THE UNIT FROM COMMON ELEMENTS) AND  
(3) THE CENTER LINE OF WALLS SEPARATING THE UNIT  
FROM OTHER UNITS INTERFERES IN THIS PARAGRAPH  
TO THE OUTSIDE FACE OF OUTSIDE WALLS ARE FROM  
THE PERSPECTIVE OF A PERSON STANDING WITHIN  
THE UNIT.

**DECLASS : UNCLASSIFIED**

THE TRAVELERS INSURANCE COMPANY  
300 GREENWICH ST.  
NEW YORK, N.Y. 10013

## CONFLICTS OF INTEREST

STATE OF NEW YORK  
COUNTY OF NEW YORK  
DEPT. OF CORRECTIONS  
IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
AND APPROVED BY THE DEPARTMENT OF  
CITY OF NEW YORK AND FULLY AND FAIRLY  
REPRESENTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

**PROCESSED WITH MAXIMUM CARE**

NO ORGANIZATION  
KNOWS TO BEFORE ME THIS  
DAY OF 18

TAX LOT CERTIFICATION

---

—

633 THIRD AVENUE  
NEW YORK, N.Y.

[illegible]

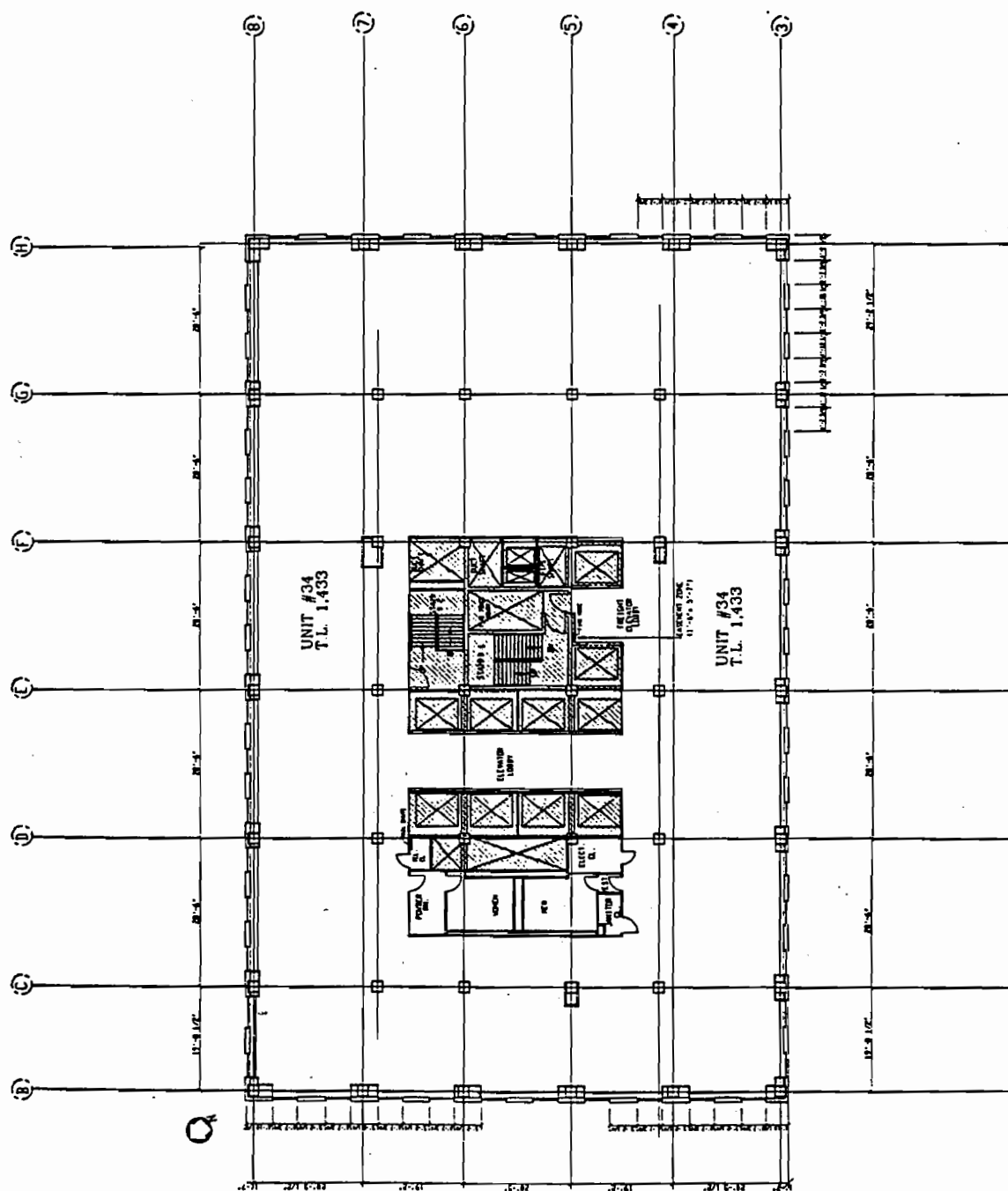
## 34TH FLOOR

100  
90  
80  
70  
60  
50  
40  
30  
20  
10  
0

11

2-23-65  
A-34

**SECRET**



Books by John Grisham Ltd  
 8 Columbus Circle New York, New York 10019  
 Tel: 977 0000, Fax: 622 877 2020

**BOUNDARIES OF LIMITS**

EACH LIMIT CONSISTS OF THE AREA MEASURED (1) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB BELOW THE LAIR AND TO THE BOTTOM OF THE CONCRETE SLAB ABOVE THE LAIR, (2) HORIZONTALLY FROM THE INTERIOR FACE OF THE WALLS SERVING AS THE BOUNDARIES OF THE LIMIT, (3) HORIZONTALLY FROM THE EXTERIOR WALLS OF THE BUILDING BOUNDARY (OTHER THAN THE ADDRESS EXTERIOR WALLS) AND SEPARATING THE LIMIT FROM ADDRESS EXTERIOR WALLS, (4) HORIZONTALLY FROM THE INTERIOR FACE OF THE WALLS SERVING AS THE BOUNDARIES OF THE LIMIT, (5) HORIZONTALLY FROM THE INTERIOR FACE OF EXTERIOR FACE ARE FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE LIMIT.

DECLARANT : THE TRAVELERS INSURANCE COMPANY  
300 CORTLANDT ST  
NEW YORK, N.Y. 10013

## PRODUCTS OF INFLATION

STATE OF NEW YORK  
COUNTY OF NEW YORK  
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK AND FULLY AND FAMILY  
AFFECTS THE LOT/LAYOUT/LOCATION/UNIT DESIGNATION AND  
APPROPRIATE DIMENSIONS OF THE UNITS AS SHOWN.

RONALD SETH HAYDEN RA

| DATE | DAY OF | 10 |
|------|--------|----|
| 1944 | 10     | 10 |

TAX LOT CERTIFICATION

**2009**

633 THIRD AVENUE  
NEW YORK, N.Y.

1  
 2  
 3  
 4  
 5  
 6  
 7  
 8  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28  
 29  
 30  
 31  
 32  
 33  
 34  
 35  
 36  
 37  
 38  
 39  
 40  
 41  
 42  
 43  
 44  
 45  
 46  
 47  
 48  
 49  
 50  
 51  
 52  
 53  
 54  
 55  
 56  
 57  
 58  
 59  
 60  
 61  
 62  
 63  
 64  
 65  
 66  
 67  
 68  
 69  
 70  
 71  
 72  
 73  
 74  
 75  
 76  
 77  
 78  
 79  
 80  
 81  
 82  
 83  
 84  
 85  
 86  
 87  
 88  
 89  
 90  
 91  
 92  
 93  
 94  
 95  
 96  
 97  
 98  
 99  
 100  
 101  
 102  
 103  
 104  
 105  
 106  
 107  
 108  
 109  
 110  
 111  
 112  
 113  
 114  
 115  
 116  
 117  
 118  
 119  
 120  
 121  
 122  
 123  
 124  
 125  
 126  
 127  
 128  
 129  
 130  
 131  
 132  
 133  
 134  
 135  
 136  
 137  
 138  
 139  
 140  
 141  
 142  
 143  
 144  
 145  
 146  
 147  
 148  
 149  
 150  
 151  
 152  
 153  
 154  
 155  
 156  
 157  
 158  
 159  
 160  
 161  
 162  
 163  
 164  
 165  
 166  
 167  
 168  
 169  
 170  
 171  
 172  
 173  
 174  
 175  
 176  
 177  
 178  
 179  
 180  
 181  
 182  
 183  
 184  
 185  
 186  
 187  
 188  
 189  
 190  
 191  
 192  
 193  
 194  
 195  
 196  
 197  
 198  
 199  
 200  
 201  
 202  
 203  
 204  
 205  
 206  
 207  
 208  
 209  
 210  
 211  
 212  
 213  
 214  
 215  
 216  
 217  
 218  
 219  
 220  
 221  
 222  
 223  
 224  
 225  
 226  
 227  
 228  
 229  
 230  
 231  
 232  
 233  
 234  
 235  
 236  
 237  
 238  
 239  
 240  
 241  
 242  
 243  
 244  
 245  
 246  
 247  
 248  
 249  
 250  
 251  
 252  
 253  
 254  
 255  
 256  
 257  
 258  
 259  
 260  
 261  
 262  
 263  
 264  
 265  
 266  
 267  
 268  
 269  
 270  
 271  
 272  
 273  
 274  
 275  
 276  
 277  
 278  
 279  
 280  
 281  
 282  
 283  
 284  
 285  
 286  
 287  
 288  
 289  
 290  
 291  
 292  
 293  
 294  
 295  
 296  
 297  
 298  
 299  
 300  
 301  
 302  
 303  
 304  
 305  
 306  
 307  
 308  
 309  
 310  
 311  
 312  
 313  
 314  
 315  
 316  
 317  
 318  
 319  
 320  
 321  
 322  
 323  
 324  
 325  
 326  
 327  
 328  
 329  
 330  
 331  
 332  
 333  
 334  
 335  
 336  
 337  
 338  
 339  
 340  
 341  
 342  
 343  
 344  
 345  
 346  
 347  
 348  
 349  
 350  
 351  
 352  
 353  
 354  
 355  
 356  
 357  
 358  
 359  
 360  
 361  
 362  
 363  
 364  
 365  
 366  
 367  
 368  
 369  
 370  
 371  
 372  
 373  
 374  
 375  
 376  
 377  
 378  
 379  
 380  
 381  
 382  
 383  
 384  
 385  
 386  
 387  
 388  
 389  
 390  
 391  
 392  
 393  
 394  
 395  
 396  
 397  
 398  
 399  
 400  
 401  
 402  
 403  
 404  
 405  
 406  
 407  
 408  
 409  
 410  
 411  
 412  
 413  
 414  
 415  
 416  
 417  
 418  
 419  
 420  
 421  
 422  
 423  
 424  
 425  
 426  
 427  
 428  
 429  
 430  
 431  
 432  
 433  
 434  
 435  
 436  
 437  
 438  
 439  
 440  
 441  
 442  
 443  
 444  
 445  
 446  
 447  
 448  
 449  
 450  
 451  
 452  
 453  
 454  
 455  
 456  
 457  
 458  
 459  
 460  
 461  
 462  
 463  
 464  
 465  
 466  
 467  
 468  
 469  
 470  
 471  
 472  
 473  
 474  
 475  
 476  
 477  
 478  
 479  
 480  
 481  
 482  
 483  
 484  
 485  
 486  
 487  
 488  
 489  
 490  
 491  
 492  
 493  
 494  
 495  
 496  
 497  
 498  
 499  
 500  
 501  
 502  
 503  
 504  
 505  
 506  
 507  
 508  
 509  
 510  
 511  
 512  
 513  
 514  
 515  
 516  
 517  
 518  
 519  
 520  
 521  
 522  
 523  
 524  
 525

35TH FLOOR

1-23-64 A-35

## STUDY OF LUTS

each unit consists of the area measured (1) vertically from the top of the concrete wall below the unit and the bottom of the concrete wall above the unit, and (2) horizontally by the interior face of the structure consuming the exterior walls of the unit and the exterior face of the structure on the other side of the unit. The interior face of the unit is the face of the unit separating the unit from common hallways and the exterior face of the unit is the face of the unit separating the unit from other units. In this paragraph, the word "unit" means the unit and the word "units" means the units. The word "unit" also means the perspective of a person standing within the unit.

**! IMPORTANT :**

11001 IN 3004 ADV  
15 HOLLAND BKT  
THE TRAVELERS INSURANCE COMPANY

## SUBJECTS OF RESEARCH

STANT OF NEW YORK  
COUNCIL OF NEW YORK  
BOARDS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
REPRESENTATION OF A PORTION OF THE PLANS OF THE BUILDING  
GROUPS AS FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY  
REPRODUCES THE LAYOUT, LOCATION, DIMENSIONS AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

BOYD, STEPHEN HARVEY, JR.

MUTATION  
SUCH TO BEFORE ME THIS  
DAY OF 19

TAX LOT CERTIFICATION  
THE LOT DISPOSITIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICE TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK BOROUGH OF MANHATTAN

Page 10

**633 THIRD AVENUE**  
**NEW YORK, N.Y.**

© 2000 Blackwell Science Ltd  
Journal of Internal Medicine 247: 1-11

36TH FLOOR

**A-36**

EACH UNIT CONSISTS OF THE AREA MEASURED  
(1) VERTICALLY FROM THE TOP OF THE CONCRETE  
SLAB BELOW THE UNIT AND THE BOTTOM OF THE CONCRETE  
SLAB ABOVE THE UNIT, AND (2) HORIZONTALLY BY  
THE EXTERIOR WALLS OF THE UNIT, INCLUDING THE  
EXTERIOR WALLS OF THE ADJACENT UNITS.  
THE UNIT (A) THE EXTERIOR FACE OF WALLS  
(OTHER THAN THE ABOVE-ADJACENT WALLS)  
SEPARATING THE UNIT FROM CORRIDOR ELEMENTS AND  
(C) THE CENTER LINE OF WALLS SEPARATING THE UNIT  
FROM OTHER UNITS. REFERENCES IN THIS PARAGRAPH  
TO THE INTERIOR FACE OR EXTERIOR FACE ARE FROM  
THE PERSPECTIVE OF A PERSON STANDING WITHIN  
THE UNIT.

THE TRAVELERS INSURANCE COMPANY  
300 CROUCH ST.  
NEW YORK, N.Y. 10013

STATE OF NEW YORK  
COUNTY OF NEW YORK  
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
AS FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY  
REPRESENTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND  
APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

NOTARIZATION  
SWORN TO BEFORE ME THIS  
DAY OF 19

TAX LOT CERTIFICATION

633 THIRD AVENUE  
NEW YORK, N.Y.

**THE**

**37TH FLOOR**

2-23-85  
A-37  
100-111174-1000 1001

### PARAMETERS OF UNITS

EACH UNIT CONSISTS OF THE AREA MEASURED:  
(1) VERTICALLY FROM THE TOP OF THE CONCRETE  
SLAB BELOW THE UNIT AND THE BOTTOM OF THE  
UNIT ABOVE THE UNIT, AND (2) HORIZONTALLY BY  
THE INTERIOR FACE OF THE BRICKWORK CONSTRUCTING  
THE OUTSIDE WALLS OF THE BUILDING BEHIND  
THE OUTSIDE WALLS OF THE BUILDING BEHIND  
THE UNIT, IN THE THICKNESS OF THE WALLS  
OF THE UNIT, IN THE THICKNESS OF THE WALLS  
SEPARATING THE UNIT FROM OTHER UNITS, AND  
(3) THE CENTER LINE OF WALLS SEPARATING THE UNIT  
FROM OTHER UNITS. REFERENCES IN THIS PARAGRAPH  
TO THE INTERIOR FACE OR EXTERIOR FACE ARE FROM  
THE PERSPECTIVE OF A PERSON STANDING WITHIN  
THE UNIT.

**DISCOUNT :**

THE TRAVELERS INSURANCE COMPANY  
300 CROWN ST.  
NEW YORK, N.Y. 10013

## ABSTRACTS OF DISCUSSION

**NOVA SUN IN EYES**

THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY REPRESENTS THE LAYOUT, LOCATION, HEIGHT, DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS SHOWN.

FOR MOUNTAIN HILLS GOLF COURSE

NOTARIZATION  
SIGNED TO BEFORE ME THIS  
DAY OF 19

THE LOT IDENTIFICATION  
THE UNIT OF LOT NUMBERS AND THE LOT OF NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK BOROUGH OF MANHATTAN

**Answers**

13

633 THIRD AVENUE  
NEW YORK, N.Y.

© 2000 Blackwell Science Ltd *Journal of Internal Medicine* 247: 101–107

38TH FLOOR

8-23-96  
A-38

Amelia Rogers Oswald Ltd  
1 Colston Circle New York, N.Y. 10003  
Tel NY 696, for U.S. and CAN

### CONCLUSIONS OF LEADERS

EACH UNIT CONSISTS OF THE AREA BOUNDED:  
(1) VERTICALLY FROM THE TOP OF THE CONCRETE  
SLAB BELOW THE UNIT AND THE BOTTOM OF THE CONCRETE  
SLAB ABOVE THE UNIT, AND (2) HORIZONTALLY BY  
THE INTERIOR FACE OF THE BRICKWORK CONSTRUCTING  
THE INTERIOR FACE OF THE UNIT AND THE INTERIOR  
FACE OF THE ADJACENT OUTSIDE WALL.  
(3) THE CENTER LINE OF WALLS SEPARATING THE UNIT  
FROM OTHER UNITS ADJACENT IN THIS PARAGRAPH  
TO THE INTERIOR FACE OF OUTSIDE WALL ARE FROM  
THE PERSPECTIVE OF A PERSON STANDING WITHIN  
THE UNIT.

**DECLARATION :**

THE TRAVELERS INSURANCE COMPANY  
15 HOLLAND ST.  
NEW YORK, N.Y. 10001

## MOVING TARGETS

FROM ALL TO EVERY

THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING, AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY REPRESENTS THE LAYOUT, LOCATION, DESIGNATION AND APPROPRIATE DIMENSIONS OF THE UNITS AS SHOWN.

BOARD WITH HAYDEN BLA

NOTARIZATION  
SUBJECT TO BEFORE ME THIS

11

TAX LOT CERTIFICATION

11

---

633 THIRD AVENUE  
NEW YORK, N.Y.

# Index

### 39TH FLOOR

[illegible]

13

Figure 1. The effect of the concentration of the *Agrobacterium* suspension on the transformation efficiency of *Agrobacterium* strains.

8-13-88 A-3

100

---



## DISCUSSION OF LIMITS

EACH UNIT CONSISTS OF THE AREA MEASURED:

- (1) VERTICALLY FROM THE TOP OF THE CONCRETE SLAB ABOVE THE LAIR AND (2) HORIZONTALLY BY MEASURING THE PERIMETER OF THE CONCRETE SLAB ABOVE THE LAIR.
- (3) THE LAIR (4) THE EXTERIOR FACE OF WALLS (OTHER THAN THE EXTERIOR WALLS (ELEMENTS AND (5) THE CENTER LINE OF WALLS SEPARATING THE LAIR FROM OTHER UNITS. REFERENCES TO THIS PARAGRAPH TO THE INTERIOR FACE OR EXTERIOR FACE ARE FROM THE PERSPECTIVE OF A PERSON STANDING WITHIN THE LAIR.

DECLARANT : THE TRAVELERS INSURANCE COMPANY  
300 ORCHARD ST.  
NEW YORK, N.Y. 10013

## SUBJECTS

STATE OF NEW YORK  
 PRICES IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
 COPY OF A PORTION OF THE PLANS OF THE BUILDING  
 WHICH HAS BEEN FILED WITH AND APPROVED BY THE DEPARTMENT OF  
 CITY OF NEW YORK AND FULLY AND FAIRLY  
 REPRESENTS THE LAYOUT, LOCATION, LIMIT, DIMENSIONS AND  
 APPROPRIATE DIMENSIONS OF THE LANDS AS BUILT.

VI. KJUTIM KULTS GEFÜHRE

COLONIZATION  
GROWN TO BEFORE ME THIS  
DAY OF 19

TAX LOT CERTIFICATION  
THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK RECORD OF MATRIMONY

**100**

13

**633 THIRD AVENUE**  
**NEW YORK, N.Y.**

**THE**

**40TH FLOOR**  
**LOWER PENTHOUSE**

1-23-05  
A-40

## STUDY DESIGN AND SETTING

EACH UNIT CONSISTS OF THE AREA MEASURED  
 (1) VERTICALLY FROM THE TOP OF THE CONCRETE  
 SLAB BELOW THE LAIR AND THE BOTTOM OF THE  
 SLAB ABOVE THE LAIR; AND (2) HORIZONTALLY BY  
 THE INTERIOR FACE OF THE DISCREET CONSTRUCTING  
 ELEMENTS OF THE LAIR OR OTHER BELLS.  
 (UNDER THESE CONDITIONS) THE TOTAL AREA  
 SEPARATING THE LAIR FROM CONCRETE ELEMENTS;  
 (C) THE CENTER LINE OF WALLS SEPARATING THE LAIR  
 FROM OTHER SURF ATTITUDES IN THIS PARAGRAPH  
 TO THE INTERIOR FACE OF EXTERIOR FACE ARE FROM  
 THE PERSPECTIVE OF A PERSON STANDING WITHIN  
 THE LAIR.

**DECLARATION :**

ADVANCED JOHNSON CONTROLS INC.  
P.O. BOX 10013  
KANSAS CITY, MO 64101

#### SUBJECTS

GOVERNMENT OF NEW YORK  
COUNTY OF NEW YORK  
IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE  
COPY OF A PORTION OF THE PLANS OF THE BUILDING  
WHICH WERE FILED WITH AND APPROVED BY THE DEPARTMENT OF  
BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY  
REPRESENTS THE LOCATION, LIMIT, DESCRIPTION AND  
DIMENSIONS OF THE LOTS AS SHOWN.

ROCHESTER 36TH MAYBOM B.A.

DATE OF  
SIGNED TO BECOME AN INS

TAX LOT CERTIFICATION  
THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS  
SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT  
NUMBERS SHOWN ON THE TAX MAPS OF THE REAL  
PROPERTY ASSESSMENT BUREAU OF THE CITY OF  
NEW YORK BOROUGH OF MANHATTAN

947

633 THIRD AVENUE  
NEW YORK, N.Y.

**1** **2** **3** **4** **5** **6** **7** **8** **9** **10** **11** **12** **13** **14** **15** **16** **17** **18** **19** **20** **21** **22** **23** **24** **25** **26** **27** **28** **29** **30** **31** **32** **33** **34** **35** **36** **37** **38** **39** **40** **41** **42** **43** **44** **45** **46** **47** **48** **49** **50** **51** **52** **53** **54** **55** **56** **57** **58** **59** **60** **61** **62** **63** **64** **65** **66** **67** **68** **69** **70** **71** **72** **73** **74** **75** **76** **77** **78** **79** **80** **81** **82** **83** **84** **85** **86** **87** **88** **89** **90** **91** **92** **93** **94** **95** **96** **97** **98** **99** **100** **101** **102** **103** **104** **105** **106** **107** **108** **109** **110** **111** **112** **113** **114** **115** **116** **117** **118** **119** **120** **121** **122** **123** **124** **125** **126** **127** **128** **129** **130** **131** **132** **133** **134** **135** **136** **137** **138** **139** **140** **141** **142** **143** **144** **145** **146** **147** **148** **149** **150** **151** **152** **153** **154** **155** **156** **157** **158** **159** **160** **161** **162** **163** **164** **165** **166** **167** **168** **169** **170** **171** **172** **173** **174** **175** **176** **177** **178** **179** **180** **181** **182** **183** **184** **185** **186** **187** **188** **189** **190** **191** **192** **193** **194** **195** **196** **197** **198** **199** **200** **201** **202** **203** **204** **205** **206** **207** **208** **209** **210** **211** **212** **213** **214** **215** **216** **217** **218** **219** **220** **221** **222** **223** **224** **225** **226** **227** **228** **229** **230** **231** **232** **233** **234** **235** **236** **237** **238** **239** **240** **241** **242** **243** **244** **245** **246** **247** **248** **249** **250** **251** **252** **253** **254** **255** **256** **257** **258** **259** **260** **261** **262** **263** **264** **265** **266** **267** **268** **269** **270** **271** **272** **273** **274** **275** **276** **277** **278** **279** **280** **281** **282** **283** **284** **285** **286** **287** **288** **289** **290** **291** **292** **293** **294** **295** **296** **297** **298** **299** **300** **301** **302** **303** **304** **305** **306** **307** **308** **309** **310** **311** **312** **313** **314** **315** **316** **317** **318** **319** **320** **321** **322** **323** **324** **325** **326** **327** **328** **329** **330** **331** **332** **333** **334** **335** **336** **337** **338** **339** **340** **341** **342** **343** **344** **345** **346** **347** **348** **349** **350** **351** **352** **353** **354** **355** **356** **357** **358** **359** **360** **361** **362** **363** **364** **365** **366** **367** **368** **369** **370** **371** **372** **373** **374** **375** **376** **377** **378** **379** **380** **381** **382** **383** **384** **385** **386** **387** **388** **389** **390** **391** **392** **393** **394** **395** **396** **397** **398** **399** **400** **401** **402** **403** **404** **405** **406** **407** **408** **409** **410** **411** **412** **413** **414** **415** **416** **417** **418** **419** **420** **421** **422** **423** **424** **425** **426** **427** **428** **429** **430** **431** **432** **433** **434** **435** **436** **437** **438** **439** **440** **441** **442** **443** **444** **445** **446** **447** **448** **449** **450** **451** **452** **453** **454** **455** **456** **457** **458** **459** **460** **461** **462** **463** **464** **465** **466** **467**

| Year | Value |
|------|-------|
| 1980 | 100   |
| 1981 | 100   |

41ST FLOOR  
UPPER DENTISTRY

**OFFER PENALTY**

13

THE UNIVERSITY OF CHICAGO PRESS

**A-41**

**Journal of Interpersonal Violence 28(1)**

---

1

Approved by the Board of Fire Department  
 1. Certificate No. 1000  
 2. Date of Issue: 10/1/50

**DIMENSIONS OF UNITS**

EACH UNIT CONSISTS OF THE AREA MEASURED  
 (1) VERTICALLY FROM THE TOP OF THE CONCRETE  
 SLAB ABOVE THE UNIT, AND (2) HORIZONTALLY BY  
 THE INTERIOR WALLS OF THE ROOMS AND BATHS  
 CONSTITUTING THE UNIT. (3) THE EXTENSION OF WALLS  
 BEYOND THE UNIT, (4) THE CORNER OF WALLS, AND  
 (5) THE CENTER LINE OF WALLS SEPARATING THE UNIT  
 FROM OTHER UNITS. REFERENCES IN THIS PARAGRAPH  
 TO THE CENTER LINE OF WALLS ARE MADE WITHIN  
 THE RESPECTIVE OF A PERSON STANDING WITHIN  
 THE UNIT.

**REQUIREMENT :**

THE FIREWORKS INSURANCE COMPANY  
 NEW YORK, N.Y. 10013

**ARCHITECTS CERTIFICATION**

STATE OF NEW YORK  
 I, THE ARCHITECT, DO hereby certify that this plan is an accurate  
 COPY OF A PORTION OF THE PLANS OF THE BUILDING  
 AS SUBMITTED TO THE BOARD OF FIRE DEPARTMENT OF  
 BUILDINGS, CITY OF NEW YORK AND THAT I HAVE  
 DEPOSED THE LAYOUT, LOCATION, DIMENSIONS AND  
 APPROPRIATE DIMENSIONS OF THE UNITS AS SHOWN.

ROUND WITH INSIDE R.A.

NOTARIZATION  
 SWORN TO BEFORE ME THIS  
 DAY OF 19

THE LOT CERTIFICATION AND THE LOT FOR BUILDING  
 NUMBER SHOWN ON THE LOT MAPS OF THE CITY OF  
 NEW YORK SHALL BE THE SAME AS THE LOT MAPS OF  
 NEW YORK BRANCH OF BUREAU OF

DATE

SIGNATURE

633 THIRD AVENUE  
 NEW YORK, N.Y.

Project No. 1000

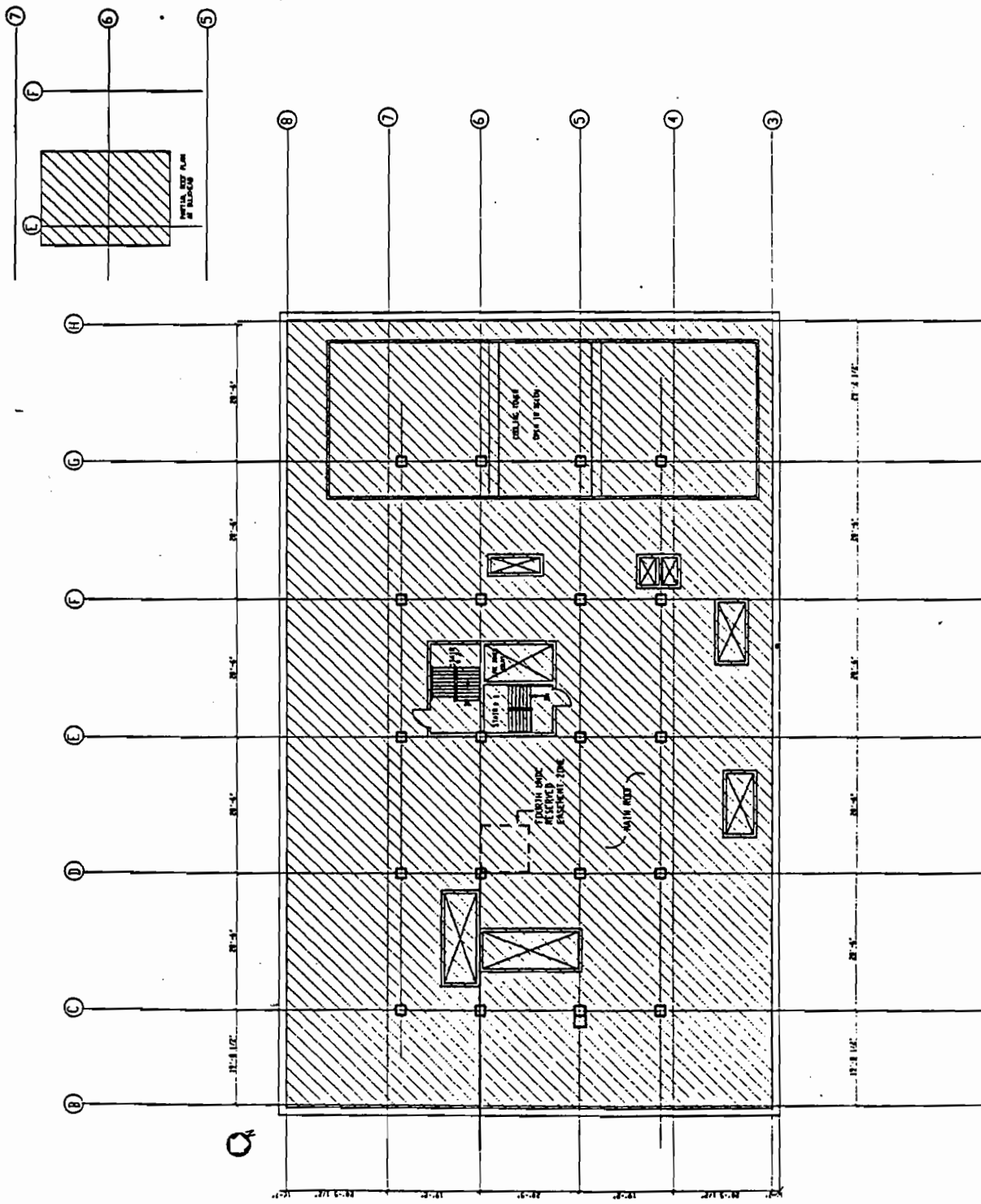
Scale 1/8" = 1'-0"

Roof Plans

Sheet No. 1

Date 8-23-50

Project A-42





**SWANKE HAYDEN CONNELL ARCHITECTS**

Richard Seth Hayden FAIA, RIBA

295 Lafayette Street, New York, New York 10012  
212 226 9696, Fax 212 219 0488

---

July 13, 1995

**CERTIFICATION**

The undersigned hereby certifies that attached hereto are copies of the Floor Plans for the 633 Third Avenue Condominium which were filed in the New York County Office of the Register of the City of New York on March 9, 1995, as Condominium Plan No. 902.

**SWANKE HAYDEN CONNELL ARCHITECTS**

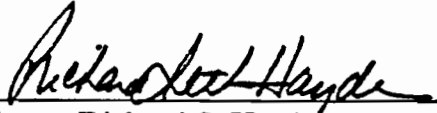
By   
Name: Richard S. Hayden  
Title: Managing Principal



EXHIBIT 3

AMENDED AND RESTATED PURCHASE AGREEMENT

made this \_\_\_\_ day of \_\_\_\_\_, 19

between

THE TRAVELERS INSURANCE COMPANY,

as Seller

and

\_\_\_\_\_

as Purchaser

Recitals:

1. The name of the Condominium is The 633 Third Avenue Condominium.
2. The address of the Property is 633 Third Avenue, New York, New York.
3. The Unit covered by this Purchase Agreement is the Unit designated in the Declaration as Unit Number \_\_\_\_\_.
4. The Common Interest appurtenant to the Unit is \_\_\_\_\_%
5. The Purchaser's residence address, if an individual, or business address, if an entity, is \_\_\_\_\_, New York.
6. The Purchaser's telephone number is \_\_\_\_\_.
7. The Purchaser's social security number or federal identification number is \_\_\_\_\_.
8. The Purchase Price is \$\_\_\_\_\_.
9. The Down Payment payable herewith is \$\_\_\_\_\_ constituting (i) 10% of the Purchase Price plus (ii) the cost of any special work for the unit ordered by the Purchaser.
10. The balance of the Purchase Price is \$\_\_\_\_\_.

1. The Plan. The Purchaser acknowledges that it has, prior to signing this Agreement, received and read a copy of the Condominium Offering Plan for the above named Condominium sponsored by the Seller and all amendments thereto, if any, filed with the Department of Law of the State of New York and has had a full opportunity to examine all documents referred to in the Plan and investigate all statements made therein. Such Condominium Offering Plan together with any amendments heretofore or hereafter made thereto are hereinafter collectively referred to as the "Plan." The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. The Purchaser also acknowledges and agrees that the Plan may be amended from time to time by the Seller and any such amendment shall neither excuse the Purchaser from performing any of its obligations hereunder nor entitle the Purchaser to any abatement in the Purchase Price. Any such amendments (i) may be made without the Purchaser's consent or approval, except as otherwise expressly provided in "Changes in Prices or Units" and the provisions of the Plan, and (ii) shall not entitle the Purchaser to a right of rescission, except as set forth in the Plan and (iii) shall not excuse the Purchaser from performing its obligations hereunder nor shall they entitle the Purchaser to any offset or credit against the performance of its obligations hereunder nor shall they entitle the Purchaser to any offset or credit against the Purchase Price. The Plan is hereby incorporated in this Agreement with same force and effect as if set forth at length and the Purchaser hereby accepts and approves the Plan including, without limitation, the Declaration, and By-Laws and Rules and Regulations contained therein and agrees to abide and be bound by the terms and conditions thereof.

2. Definitions. Terms used herein which are also used in the Plan shall have the same meanings herein as in the Plan unless the context otherwise requires.

3. Agreement to Purchase. The Seller agrees to sell and convey, and the Purchaser agrees to purchase, the above-described unit together with the above-stated Common Interest appurtenant thereto (collectively "Unit") for the Purchase Price stated above, upon and subject to the terms and conditions set forth in this Agreement.

4. Payment of the Purchase Price. The Purchaser shall deliver herewith, to the Seller, Purchaser's check to the order of "Herrick, Feinstein Attorney Escrow Account for the Plan for the 633 Third Avenue Condominium" for the amount of the above-stated Down Payment, subject to collection. The Purchaser agrees that the balance of the Purchase Price shall be paid to the Seller as provided below as follows: (a) upon written demand therefor, which demand shall not be made until on or after the date the Plan is declared effective and shall specify a date for payment not less



than fifteen (15) days after the date of service of the demand, and/or (b) if the Seller has been furnished, on or prior to the date on which the balance of the Purchase Price is due, with a copy of a written commitment (complying with the terms of this Agreement) expiring after the Closing Date from a bank, a trust company or other lending institution acceptable to the Seller ("Lender") to finance a portion of the Purchase Price, as well as copies of all documents which the Lender will require the Seller and/or the Condominium to execute, then that portion of the Purchase Price to be financed as provided in such commitment may be paid on the Closing Date (as hereinafter defined). Neither the Seller nor the Condominium shall be obligated to execute any loan documents that do not conform to the Declaration and By-Laws of the Condominium. Notwithstanding the foregoing, if this Agreement is signed after the Plan is declared effective and the Closing Date has been fixed, then the entire unfinanced portion of the Purchase Price shall be due within fifteen (15) days after a fully executed counterpart of this Agreement is mailed or delivered to the Purchaser, and the remainder (the financed portion) shall be due at closing in accordance with the preceding provisions of this Paragraph.

Except for the Down Payment, which is to be paid as provided above, any payments to be made by the Purchaser under this Agreement (including without limitation the payment of the balance of the Purchase Price), whether to, on behalf of or at the request of the Seller shall be made, at the Seller's option, by unendorsed certified check, or bank check (endorsed only by the Purchaser), drawn in either case on a member bank of the New York Clearing House Association payable (or endorsed) to the order of the Seller, or by wire transfer of federal funds, in either case subject to collection.

In the event that any check for any payment to be made by the Purchaser under this Agreement (including without limitation the Down Payment) shall be dishonored for any reason whatsoever, it shall be deemed a material default by the Purchaser hereunder and the Seller may, in that event, cancel this Agreement and notwithstanding such cancellation, be entitled to recover the amount of such check in addition to, without limiting the foregoing provisions, the costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) of collection of any such check or other instrument so dishonored.

At the request of the Seller on or prior to the pre-closing, if any, or closing, as the case may be, the Purchaser shall pay the balance of the Purchase Price to such payees as the Seller shall direct.

5. Closing of Title.

5.1. The closing of title hereunder shall occur at the offices of the Seller's attorneys or at such other place as the Seller shall designate and at a time and on a date ("Closing Date") not earlier than thirty (30) days, nor (if the date of this Agreement is before the date the Plan has been declared effective) more than one hundred eighty (180) days, after the Plan has been declared effective, unless the Closing Date is adjourned by the Seller, provided that on or before the Closing Date there shall have been accepted for filing an amendment disclosing the basis of the effectiveness of the Plan. The Closing Date shall not be scheduled for a date which is later than forty-five (45) days from the date on which the balance of the Purchase Price must be paid. The Seller shall give the Purchaser notice of the scheduled Closing Date at least thirty (30) days in advance thereof. The Seller shall have the right to adjourn the date of closing of title from time to time by written notice to the Purchaser. If the closing is adjourned by the Seller, then the Seller shall fix a new date and time for closing and shall give the Purchaser not less than ten (10) days' prior written notice of the new scheduled date and time for closing. Closing of title shall occur only after or concurrently with compliance with the requisites to closing set forth in the Plan.

5.2. The term "Closing Date" or "closing of title" or words of similar import, whenever used herein, shall mean the date designated by the Seller on which the deed to the Unit is to be delivered to the Purchaser or any adjourned date fixed by the Seller pursuant to subsection 5.1 hereof.

6. The Deed and Power of Attorney

6.1. On the Closing Date, upon receipt by the Seller of all payments and documents required hereunder, the Seller shall deliver to the Purchaser (except as set forth in paragraph 6.3 below) a deed to the Unit in substantially the form set forth in Part II of the Plan, conveying the Unit to the Purchaser as provided in the Plan, subject to the exceptions referred to in the Declaration, By-Laws, Plan and Exhibits. The deed shall be executed and acknowledged by the Seller, and shall be in form for recording.

6.2. Except as provided in paragraph 6.4 below, on the Closing Date and simultaneously with the delivery of the deed conveying the Unit to the Purchaser, the Purchaser shall execute and acknowledge a power of attorney to the Board of Managers and the Seller prepared by the Seller and substantially in the form set forth in Part II of the Plan. The Purchaser shall pay all recording or other fees in connection with the recording of the power of attorney.

6.3. The deed may be delivered by the Seller to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to the Seller's attorneys or Purchaser's attorneys). If the deed is delivered to the Seller's attorneys, then it shall be held until picked up by the Purchaser, the Purchaser's attorney or a representative of the title company insuring the Purchaser's title. The deed shall be marked for return to the Purchaser or the Purchaser's attorney after recording. The power of attorney may be delivered to the Purchaser's title company, if any, for recording and shall be marked for return to the Board of Managers or their attorneys after recording.

6.4. Purchaser agrees that upon five (5) days' notice the Purchaser will attend a pre-closing of the purchase of its Unit at a time and place to be designated by the Seller. At that time the Purchaser shall (i) execute and deliver the power of attorney and other closing documents as requested by the Seller, (ii) pay any net adjustments in favor of the Seller, the Purchaser's closing costs and fees and any processing fees, as provided in the Plan, and (iii) make any deposits (including the deposit with the Condominium described in the Plan). The Purchaser also agrees, upon request of the Seller, to pre-close with any prospective lender whom the Purchaser contemplates will make a loan to the Purchaser in connection with its acquisition of its Unit, in advance of the Closing Date, so that the Purchaser's attendance shall not be required at the closing under the Plan.

7. State of Title. On the Closing Date, the Seller shall convey to the Purchaser title in fee simple to the Unit, free and clear of all encumbrances other than the Permitted Encumbrances set forth in the Plan. The Seller shall have no obligation to cause the Purchaser's title company, if any, to omit any exceptions to title.

8. Closing Adjustments.

8.1. The following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit, except as provided in the Plan:

(a) If the Unit is separately assessed as of the Closing Date, then, real estate taxes and assessments against the Unit (if any) on the basis of the period for which assessed;

(b) If the Unit is not separately assessed as of the Closing Date, then the product of real estate taxes and assessments against the Property (if any) on the basis of the period for which assessed multiplied by the percentage amount of Common Interest appurtenant to the Unit, divided by the aggregate of the Common Interests of

all Units at the Property subject to such real estate taxes and assessments as set forth more fully in the "Footnotes to Schedule A" in Part I of the Plan;

(c) Common Charges for the month in which title closes;

(d) accrued rent and any other charges pursuant to the Existing Lease (as such term is hereinafter defined), if any, covering the Unit; and

(e) water charges and sewer rents, if separately assessed, on the basis of the period for which assessed.

8.2. In the event that the closing of title occurs before the real estate tax rate is fixed, adjustment of taxes shall be based upon the latest real estate tax rate applied to the most recent applicable assessed valuation. Installments for real estate tax assessments due after the delivery of the deed, if any, shall be paid by the Purchaser and shall not be considered a defect in title.

8.3. If the Purchaser fails to close on the Closing Date for any reason, then (i) the closing adjustments shall be made as of midnight of the day preceding the Closing Date originally specified by the Seller and (ii) the Purchaser shall pay to the Seller, as a late fee, an amount equal to 0.0411% times the unpaid balance of the Purchase Price for its Unit for each day's delay, beginning with the date originally scheduled for the Closing Date to and including the day immediately preceding the actual Closing Date. The provisions of this paragraph shall not be applicable if, through no fault of the Purchaser, the Seller postpones the Closing Date except to the extent that thereafter the Purchaser postpones the closing for any reason or is in default.

9. Closing Costs. The Purchaser, in addition to the legal fees of the Purchaser's counsel, if any, and the amount of any net adjustments in favor of the Seller and the other payments required under this Agreement shall pay at the pre-closing as provided in this Agreement or, if there is no pre-closing, then at the closing, any closing costs specified in the Plan including, without limitation, any processing fees, and closing fees to the Seller's attorneys, and other fees and payments, provided in the Plan.

10. Real Property Transfer Tax. The Purchaser shall pay all real property transfer taxes, deed stamp taxes, recording and other fees in connection with this transaction and the recording of the deed except as set forth in paragraph 11 of this Agreement. The Seller and the Purchaser shall duly execute and swear to any transfer tax return and any other form then required by law, all of which shall be prepared by the Seller.

11. New York State Real Property Transfer Gains Tax. The Purchaser shall complete, execute before a notary public (who shall complete the notarization form) and deliver with this Agreement the New York State Real Property Transfer Gains Tax Transferee Questionnaire annexed hereto as Exhibit 1 and made a part hereof. The Seller shall pay as and when due the New York State Real Property Transfer Gains Tax, if any, due in connection with the conveyance of the Unit from the Seller to the Purchaser pursuant to the provisions of this Agreement.

12. Federal Form 1099S. The Purchaser shall cause its attorney to execute a designation agreement designating such attorney, or such other person specified by the Seller, as the "real estate broker" who is required to file a 1099S return with respect to the sale of the Unit pursuant to Section 6045 of the Code. The Purchaser shall cause such "real estate broker" to make such 1099S return and to comply with all other requirements of Section 6045 of the Code in connection with the sale of the Unit, and the Purchaser shall indemnify and hold harmless the Seller and its attorneys against any and all penalties, loss, and expense (including, without limitation, attorneys' fees) resulting from the failure of the Purchaser or such "real estate broker" to comply with the Code and the provisions of this Agreement and such designation agreement.

13. Down Payment to be held in Trust. The Seller will hold all monies received by it directly or through its agents, employees or escrow agent, from the Purchaser under this Agreement in trust until actually employed in connection with the closing of the transaction as described in the Plan. Seller will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the New York State Attorney General's regulations promulgated pursuant thereto. The provisions of the Attorney General's regulations concerning escrow and trust funds, in effect on the date hereof, shall prevail over any conflicting or inconsistent provision in the Plan or in this Agreement. The Purchaser shall not be obligated to pay any legal or other expense of the Seller in connection with the handling or disposition of the Down Payment paid by the Purchaser. However, nothing in the preceding sentence shall limit the obligation of the Purchaser to pay the fees and expenses of the Seller's attorneys (to the extent such fees and expenses are expressly disclosed in the Plan) in connection with the purchase or closing of title to the Unit to be purchased by the Purchaser hereunder or upon default.

The Down Payment will be deemed to have been unconditionally tendered when it is delivered to the Seller or Selling Agent, together with this Agreement signed by the Purchaser, without any request for a change in such form or the terms of this Agreement. The Down Payment will be placed, within five business days after the date on which the Down Payment has been unconditionally tendered in a special escrow account of

Herrick, Feinstein, (hereinafter the "Escrow Agent"), whose address is 2 Park Avenue, New York, New York and whose telephone number is: (212) 684-1400. The signatories on this escrow account, who are each members of Herrick, Feinstein, and any one of whom is authorized to withdraw funds, are: Edward M. Abramson, Richard J. Brown, Leonard Grunstein, Herbert L. Mendelson and Carl F. Schwartz, c/o Herrick, Feinstein, 2 Park Avenue, New York, New York. The name of the escrow account is "Herrick, Feinstein Attorney Escrow Account for the 633 Third Avenue Condominium (the "Escrow Account"), and such Escrow Account is located in National Westminster Bank at 350 Fifth Avenue, New York, New York (the "Bank"). The Bank is covered by Federal Bank Deposit Insurance generally to a maximum of \$100,000 in the aggregate with respect to all funds deposited by any person in one or more deposit accounts (including, without limit, amounts deposited directly by such person and deposits held in escrow for such person by the Escrow Agent).

If the Purchaser's Down Payment hereunder is in excess of \$100,000, or if the amount of the Purchaser's deposits at the Bank and the Down Payment exceed \$100,000, the aggregate of the Down Payment and all other such deposits will generally not be federally insured in excess of \$100,000. No representation or guaranty is made by Escrow Agent or Seller that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so.

The Escrow Account will be interest-bearing and, any interest earned on the Down Payment shall be delivered to the Purchaser at the closing of title to its Unit or other termination of this Agreement except if the Purchaser has defaulted hereunder beyond any applicable grace periods, in which event the Seller shall be entitled to retain such interest together with the Down Payment. The interest rate to be earned on the Down Payment will be the rate paid from time to time by the Bank. Interest will begin to accrue when the check for a Down Payment is collected, and provided there is no charge back or debit by the Bank against the amount deposited. The Seller and the Escrow Agent shall only be liable for interest earned on the Down Payment to the extent same is received by them from the Bank. No representation is made as to the rate or amount of interest that will be earned on the Down Payment. The Purchaser must indicate his social security or its taxpayer identification number on this Agreement. If there is more than one Purchaser, the social security or taxpayer identification number of each Purchaser who will be receiving any interest earned on the Down Payment must be noted herein. The Purchaser's failure to provide this information will be deemed a waiver of his, her or its right to receive interest on the Down Payment.

14. Duties of Escrow Agent.

14.1. Within ten business days after unconditional tender and delivery by the Purchaser to the Seller or the Selling Agent of a check for the Down Payment submitted with this Agreement on account of the Purchase Price hereunder, the Escrow Agent will notify the Purchaser that such funds have been deposited into the Escrow Account and will provide the account number and the initial interest rate. Subject to the provisions of the next sentence, if the Purchaser does not receive notice of such deposit within fifteen business days after unconditional tender and delivery to the Seller or Selling Agent of such Down Payment, then the Purchaser may cancel such purchase and rescind this Agreement so long as such right to rescind is exercised within ninety (90) days after the Purchaser's unconditional tender and delivery of the Down Payment to the Seller or Selling Agent. However, the Purchaser shall not be entitled either to rescind this Agreement or to receive a refund of the Down Payment where proof satisfactory to the Attorney General is submitted establishing that the Down Payment was timely deposited and notice as provided above was timely mailed to the Purchaser in conformity with the Attorney General's regulations. The Purchaser acknowledges that receipt of the Down Payment by the Escrow Agent and deposit in the Escrow Account shall not be deemed acceptance of this Agreement by the Seller, which acceptance can only occur in the manner provided in Paragraph 34.

14.2. The Escrow Agent shall hold the Down Payment in escrow until:

- (a) otherwise directed in one or more writings signed by the Seller and the Purchaser; or
- (b) otherwise directed in a determination of the Attorney General, pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or
- (c) a judgment or order of a court of competent jurisdiction permits or requires the release of such Down Payment; or
- (d) the Down Payment is paid by the Escrow Agent into a court of competent jurisdiction; or
- (e) the Down Payment is paid to the Seller as provided below; or
- (f) the Down Payment is paid to the Purchaser as provided below.



14.3. If there is no written agreement between Seller and the Purchaser to release the Down Payment, the Escrow Agent will not pay the Down Payment to the Seller until after ten (10) business days following the date that the Escrow Agent has given the Purchaser written notice that the Escrow Agent intends to pay the Down Payment to the Seller. Thereafter, the Down Payment may be paid to the Seller unless the Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General regulations and the Escrow Agent has received, within such ten (10) business day period, notice from the Purchaser that such application has been made.

14.4. the Seller will not object to the release of the Down Payment to the Purchaser, provided the Purchaser has not defaulted and has timely and validly rescinded this Agreement in accordance with an offer of rescission contained in the Plan or an amendment to the Plan.

14.5. The Down Payment shall be delivered to the Seller at the closing unless disbursed as liquidated damages or returned to the Purchaser as herein provided. In the event the Plan is abandoned or withdrawn, the Down Payment will be returned to the Purchaser together with interest, if any, earned thereon, except as otherwise provided in the next sentence. If at the time the Plan is abandoned or withdrawn, the Purchaser is in default hereunder and has failed to cure such default within the applicable grace period (or if this Agreement had previously been canceled due to the Purchaser's uncured default), then the Seller shall retain, as and for liquidated damages, the Down Payment, together with any interest earned thereon (hereinafter called the "Liquidated Sum"), and any sums in excess thereof (together with any interest earned thereon) shall be returned to the Purchaser within fifteen (15) days after the date of such abandonment or withdrawal.

14.6. Purchaser or the Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the Down Payment. Seller must avail itself of this procedure if there is a dispute which needs to be resolved between Seller and the Purchaser relating to the Down Payment and, in the case of the Purchaser, the Purchaser has given notice of objection to the Escrow Agent within the ten (10) business day period described above. A form for this purpose is attached as Exhibit 2 to this Agreement. The party applying for a determination must send all other parties a copy of the application.



14.7. Included in Part II of the Plan is a copy of the escrow agreement which is subject to the terms of the Attorney General's regulations. In the event of any conflict between such escrow agreement and either any other provision of the Plan or this Agreement, such escrow agreement shall control.

14.8. The Escrow Agent will maintain all records concerning the escrow account for seven years after the closing of such account.

14.9. Notices given by the Escrow Agent, the Seller, or its agents pursuant hereto shall be deemed given (i) upon delivery if personally delivered or (ii) upon the fifth day after the date of mailing.

15. Agreement Subject to Mortgage. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, the Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage against the Unit or the Property, or any part thereof or any interest therein, heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already 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 the Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with any schedule of payments or accelerated by virtue of the right of the lender to make advances before they become due in accordance with the schedule of payments. The Seller shall, at its option, either satisfy such mortgages or obtain a release of the Unit 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 shall not constitute an objection to title or excuse the Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of, the Seller, provided that the Unit is released from, or not subject to, the lien of any such mortgage.

16. Default by the Purchaser. If the Purchaser shall (a) fail to pay any installment of the Purchase Price or any other payment when due as herein provided (including, without limitation, if any check made or delivered by the Purchaser hereunder is dishonored), (b) fail to pre-close as provided in Section 6.4 hereof, (c) fail to execute the power of attorney, New York City and New York State real property transfer tax returns, New York State Real Property Transfer Gains Tax Transferee Questionnaire or any other documents, as herein provided, (d) fail to pay any closing costs or other payments due and payable pursuant to this

Agreement, or (e) default in the performance of any of its other obligations hereunder, then the sole right and remedy of the Seller under this Agreement shall be to cancel this Agreement by giving notice to the Purchaser and to proceed against the Purchaser as provided below. At the expiration of thirty (30) days after the date of giving of the cancellation notice (unless the Purchaser shall have theretofore cured its default) this Agreement shall be deemed canceled and (i) the Seller shall be entitled to the Liquidated Sum, (ii) the Seller shall have the right to sell the Unit to others as though this Agreement had never been made and (iii) the Purchaser shall not have any further rights against or obligations to the Seller, the Condominium, or any purchaser of the Unit. Whether or not the Seller has canceled this Agreement as provided above, if the Seller has not collected the proceeds of any check for any payments due under this Agreement, then the Seller may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including without limitation all attorneys' fees and expenses incurred by the Seller in connection therewith.

17. Interim Leases and Default or Rescission. If the Purchaser is a tenant at the Property pursuant to a Interim Lease for the Unit, and the Purchaser shall default in such Interim Lease, then the Seller may elect to terminate the Interim Lease and such default shall be deemed a default under this Agreement. The provisions of this Agreement shall not limit any other rights or remedies at law or in equity or under the Interim Lease which the Seller, or any other party may have by reason of such default under the Interim Lease.

18. Obligation of Tenant To Pay Rent.

18.1. A Purchaser who is or becomes a tenant or occupant of the Property must continue to pay rent under its lease (or other tenancy), and the Purchaser specifically waives any right of offset with respect to such rent. In no event shall the Purchaser be released or excused from paying and performing the Purchaser's lease or tenancy obligations, and notwithstanding anything contained in this Agreement to the contrary, the Seller will be entitled to collect from the Purchaser all damages, losses, costs, expenses, and all other lawful sums to which the Seller is entitled (including, but not limited to, legal fees and costs of collection) due to the Purchaser's failure to pay rent or otherwise comply with the Purchaser's lease or tenancy obligations. The right is reserved to the Seller to apply any rent security against rent arrearages or other default and in addition to sue any tenant to the extent such rent security is insufficient. This paragraph shall survive the termination of this Agreement.

18.2. Neither the Purchaser's failure to pay rent as due nor the pendency of eviction proceedings nor vacating or abandonment of the Unit, however, will give the Purchaser any rights to any extension under this Agreement.

19. Termination of Existing Leases of Tenant Purchasers.

If the Purchaser is currently the tenant (a "Tenant Purchaser") under a lease, sublease or other occupancy agreement (an "Existing Lease") of the Unit being purchased, the Purchaser agrees that the Existing Lease shall be terminated and canceled upon closing of the title to the Unit on the Closing Date. The Seller shall have no obligation to close title with a Tenant Purchaser unless all rent and other charges due under such Tenant Purchaser's Existing Lease have been paid through the Closing Date. A default by the Tenant Purchaser under its Existing Lease beyond applicable grace and cure periods shall be a default under this Agreement entitling the Seller to cancel this Agreement and retain the Liquidated Sum.

20. Agreement Subject to Plan Being Declared Effective. The performance by the Seller of its obligations under this Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned at any time prior to its becoming effective as provided in the Plan and thereafter upon certain terms and conditions as provided in the Plan. If the Plan is abandoned or does not become effective or if after being declared effective the Plan shall not be consummated for any reason, then this Agreement shall be deemed canceled and the Plan terminated on the date specified in a notice thereof by the Seller to the Purchaser. Within fifteen (15) days thereafter the Purchaser shall receive a refund in full of all moneys paid by it hereunder with interest earned thereon, if any (except as provided in Paragraph 16 hereof), and, upon such refund neither party shall have any further rights, obligations, or liability to or against the other or the Condominium under this Agreement and the Plan.

21. Seller's Inability to Convey Title. If the Seller is unable to deliver title to the Unit to the Purchaser subject to the exceptions set forth in the Plan in accordance with the provisions of this Agreement and the Plan, the Seller shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If the Seller elects to attempt to cure such inability then it shall be entitled to an adjournment of the Closing Date for a reasonable period of time within which to complete such cure. However, the Seller may notify the Purchaser at any time of its refusal either to cure or to continue to cure, as the case may be, such inability and if the Purchaser is not in default hereunder, then the Purchaser's sole right and remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in, or credit

against, the Purchase Price, or any claim or right of action against the Seller for damages or otherwise) or (b) terminate this Agreement. If the Purchaser so elects to terminate this Agreement, the Seller shall, within fifteen (15) days after receipt of notice of termination from the Purchaser, return to the Purchaser all sums deposited by the Purchaser hereunder, together with interest earned thereon, if any, and upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other under this Agreement and the Plan. The foregoing option must be exercised by notice of the Purchaser in writing to the Seller within ten (10) days after the giving of the Seller's notice of refusal to cure such inability. If the Purchaser fails to give such notice to the Seller within said ten (10) day period, it shall be conclusively deemed that the Purchaser has elected to acquire title to the Unit subject to such inability as aforesaid.

22. Sale Subject to Existing Tenancy; Rights and Duties of Non-Occupant Purchasers.

22.1. The following provisions are applicable only if, at the time of signing this Agreement, the Unit is occupied by, or under lease to, one other than the Purchaser:

(a) The Purchaser acknowledges and represents, as a condition to the acquisition of the Unit, that its purchase is subject to all the rights of the existing tenant or occupants, as explained more fully in the Plan under the Section entitled "Rights and Obligations of Unit Owners" and that the Purchaser, its successors and assigns shall continue to be bound by all of the rights of such existing tenants or occupants as long as such occupancy continues.

(b) Upon acquiring title to the Unit occupied by another, the Purchaser will become the landlord of the tenant or occupant thereof and the latter will become the Purchaser's tenant. The relationship between the two parties will be governed primarily by the terms, covenants and conditions contained in the Existing Lease then in effect with such tenant. Further, the Purchaser will be subject to any rights and duties required by applicable law. In addition, the Purchaser will succeed to and assume all of the Seller's rights and obligations as the landlord of such tenant or occupant, including, but not limited to, the Seller's right to receive the rents reserved in the lease and the Seller's obligation to perform all of the duties of the landlord under the Existing Lease. The Purchaser alone will bear the entire costs and expenses in connection with such rights and obligations (including but not limited to, any legal fees and litigation expenses for enforcing the Existing Lease and obtaining possession of the Unit). The Purchaser will be obligated to perform the duties of the landlord of such tenant or occupant even though the rents reserved under the Existing Lease may be insufficient to pay the cost of such

performance. In addition, the Purchaser will be required to pay all Common Charges assessed against it by the Board of Managers, regardless of whether such maintenance charges are more or less than the rent payable by the tenant or occupant and regardless of whether such rent is received. At closing, the Seller and the Purchaser will sign and deliver to each other an agreement (in form and substance satisfactory to the Seller) in which the Seller will assign to the Purchaser, without recourse or warranty, all of its rights under the then Existing Lease for the Unit and the Purchaser will assume full responsibility for, and indemnify Seller from, all obligations under such Existing Lease to be performed from and after the closing.

(c) Supplementing the provisions of Paragraph 8 of this Agreement, if on the Closing Date there are rents or other sums due to Seller from tenants for the month in which the Closing Date occurs and/or the month prior thereto, then the Purchaser shall hold the first monies received from any tenants in trust for the benefit of the Seller and promptly remit the same to the Seller to the extent required to pay such sums due to the Seller. ~~Without~~ limiting the provisions of this subparagraph, the Seller hereby reserves its right to any rents or other sums due from tenants for any period prior to the Closing Date and reserves the right to bring legal proceedings directly against tenants for collection of any sums due the Seller from such tenants. If requested by the Seller, the Purchaser shall join as a party plaintiff in any such proceedings brought by the Seller and both the Seller and the Purchaser shall be represented by the Seller's attorneys in such proceedings. However, the Seller shall reimburse the Purchaser for its actual and reasonable costs incurred in connection with any such proceedings in which the Purchaser joins as provided above. Where the Existing Lease contains obligations for utility charges, rent escalation for taxes, labor, operating expenses or other factors, percentage rent, insurance, or other forms of additional rent, and the Seller shall have collected any portion of such charges for a period beyond the Closing Date, then the same shall be apportioned and credit given to the Purchaser for such period. If such charges have not been billed or if billed, have not been collected by the Seller as of the Closing Date, then the Purchaser shall (i) in good faith and with due diligence bill and collect such charges, and when the amount of such additional rent is determined and collected by the Purchaser from such tenants, the same shall be apportioned as provided in this Agreement, (ii) hold the first monies so received in trust for the benefit of the Seller and (iii) promptly remit the same to the Seller to the extent required to pay the amounts due to the Seller for the period up to the Closing Date.

(d) If the Purchaser receives any rents or other sums to which the Seller shall be entitled under this Paragraph 22, then the Purchaser shall hold the same in trust for the benefit of the Seller and promptly remit the same to the Seller. The

provisions of this Paragraph shall survive the delivery of the deed hereunder.

23. Fixtures, Appliances and Personal Property.

23.1. Only those appliances, fixtures, furnishings and items of personal property which are owned by the Seller and are described in the Plan as being part of the Unit and are actually located in the Unit on the Closing Date are included in the sale of the Unit pursuant to the provisions of this Agreement. The Purchaser acknowledges and agrees that other than as expressly provided in the Plan, the Seller makes no representation in connection with such fixtures, furnishings and items of personal property and the Seller expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

23.2. There will be no modifications or extras unless agreed to in writing by the parties. All modifications, alterations and additions to the Unit must be approved by the Seller in writing, and, if approved, shall be performed by the Seller at the Purchaser's expense (payable in the manner set forth in an addendum to this Agreement or separate agreement).

24. Acceptance of Condition of Property and Unit.

24.1. Purchaser represents that it has inspected the Unit and the Property prior to executing this Agreement. The signing of this Agreement by the Purchaser shall constitute its acceptance of:

(a) The condition of the Unit in the condition in which it shall be as of the closing, including the fixtures, equipment and installations, if any, subject to the Seller's representations set forth in the Plan; and

(b) The condition of the Property, including all fixtures, machinery, equipment, furnishings, appliances, installations and any other personal property contained therein (hereinafter collectively called "Installations"), as set forth in the Plan. The Purchaser acknowledges having read or having had ample opportunity to read the Description of the Property set forth in the Plan, which contains a description of the then existing physical condition of the Property. The Purchaser understands that the Seller has no obligation to make any repairs, improvements or decorations in or to the Building, the Unit or the Installations except as set forth in the Plan.

24.2. Except as set forth in the Plan, the Seller has not made, does not make and is unwilling to make any representations as to the condition, income, expenses, Existing Leases, tenants, use, operation or any other matter or thing affecting or relating to the Property or title thereto or the transactions contemplated hereby. Purchaser hereby expressly acknowledges and represents that, except



as may otherwise expressly be set forth the Plan, no such representations have been made. Without limiting the generality of the foregoing, but except as may otherwise be specifically provided in this Agreement, the Purchaser has not relied on any representations or warranties, and the Seller has not made any representations or warranties, in either case express or implied as to (a) the current or future real estate tax liability, assessment or valuation of the Property or the Unit; (b) the potential qualification of the Property or the Unit for any and all benefits conferred by federal, state or municipal laws, whether for subsidies, special real estate tax treatment, insurance, mortgages, or any other benefits, whether similar or dissimilar to those enumerated; (c) the compliance of the Unit or the Property, in its current or any future state with applicable zoning ordinances and the ability to obtain a variance in respect to any non-compliance, if any, with said zoning ordinances; (d) the availability of any financing for the purchase, alteration, rehabilitation or operation of the Unit or the Property from any source, including but not limited to the state, city or federal government or any institutional lender; (e) the current or future use of the Unit or the Property; (f) the current or future condition and operating state of any and all machinery or equipment in the Unit or on the Property and the current or future structural and physical condition of the Unit, the Building or any other improvements to the Property or their suitability for rehabilitation or renovation; (g) the state of title to the Unit; and (h) the presence or absence of violations of law or municipal ordinances, orders or requirements.

24.3. The Purchaser acknowledges and agrees that any Supplemental Water Riser (as such term is defined in the Declaration) installed by Seller will have a limited capacity and Seller will have the right to grant Unit Owners the right to tap into such Supplemental Water Riser. Absent such a grant from Seller, no Purchaser will have the right to tap in to such Supplemental Water Riser. A Purchaser shall not be entitled to connect to any Supplemental Water Riser installed by Seller in the Building unless specifically granted such a right in a separate rider to this Purchase Agreement and provided Purchaser pays Seller a "tap in" charge equal to \$3,200 per ton of chilled or condenser water. Seller has the sole right to determine the amount of chilled or condenser water made available to any Purchaser from such Supplemental Water Riser. The tap in charge shall be payable by Purchaser within ten (10) days after notice from Seller of its intention to install a Supplemental Water Riser and until paid by Purchaser shall constitute a lien on Purchaser's Unit.

## 25. Security Deposit.

If the Purchaser is or hereafter becomes a tenant of the Unit, the Purchaser's unapplied rent security deposit, if any, will be refunded to the Purchaser, together with any interest earned

thereon, within thirty (30) days following the closing, provided the Purchaser is not in default under the Purchaser's Existing Lease, Interim Lease or this Agreement. If the Unit is occupied by other than the Purchaser, then the unapplied security deposit (if any) of the tenant or occupant (or the Purchaser's pro rata share thereof) will be transferred at closing to the Purchaser, who will, upon receipt, sign and deliver to the Seller an agreement acknowledging the amount received, indemnifying the Seller from all liability in connection therewith and agreeing to hold such security deposit as required under the Existing Lease or Interim Lease and applicable law. If such tenant is in arrears with respect to the payment of rent or other charges, if any, the Purchaser understands that it will be obligated to pay to the Seller any such arrearages out of the first amounts collected by the Purchaser from such tenant. In either event, the Seller will have the right to deduct from any tenant's security deposit the amount of any rent arrearage owing to the Seller and to sue the tenant to the extent such rent security is insufficient.

26. Damage to the Unit. If between the date of this Agreement and the Closing Date, the Unit is damaged by fire or other casualty, the following shall apply:

26.1. The risk of loss to the Unit by fire or other casualty until the earlier of (a) the Closing Date or (b) possession of the Unit by the Purchaser, is assumed by the Seller, but without any obligation of or liability by the Seller to repair or restore the Unit or the Property. If the Seller elects to repair or restore the Unit, then this Agreement shall continue in full force and effect, the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and the Seller shall be entitled to an adjournment of the Closing Date for a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall belong entirely to the Seller and if such proceeds are paid to the Purchaser, the Purchaser shall promptly upon receipt thereof turn them over to the Seller. The provisions of the preceding sentence shall survive the closing of title.

26.2. If the Seller notifies the Purchaser that it does not elect to repair or restore the Unit or, if the Declaration has been recorded prior thereto, there is damage to part of the Building other than the particular Unit covered by this Agreement and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, then provided that the Purchaser has not assumed the risk of loss by taking possession of the Unit, this Agreement shall be deemed terminated, and provided the Purchaser is not then in default under this Agreement, the Seller shall return to the Purchaser all sums deposited by the Purchaser hereunder, together with interest earned thereon, if any,



and neither party shall have any further rights, obligations or liability to or against the other hereunder and under the Plan.

If the Purchaser has assumed the risk of loss, then this Agreement shall continue in full force and effect but without any obligation of or liability by the Seller to repair or restore the Unit or the Property and upon closing hereunder, subject to the rights of any holder of a mortgage affecting the Unit, the Seller shall turn over to the Purchaser the net proceeds (after legal and other expenses of collection) actually collected by the Seller under the provisions of such insurance policies, if any, covering such damage to the extent that they were attributable to such damage to the Unit, less any sums expended or incurred by the Seller for restoration of the Unit, and the Seller shall assign, without recourse, the Seller's right to any insurance payments, not yet received by the Seller attributable to such damage to the Unit, less any unrecouped sums therefore expended or incurred by the Seller for the restoration of the Unit and any legal and/or other expenses of collection.

If the Purchaser is a tenant under an Existing Lease at the Property, the provisions of this Agreement shall supersede and replace any conflicting provisions in such Purchaser's Existing Lease.

The Purchaser expressly waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this Paragraph shall govern and control in lieu thereof.

27. No Representations. The Purchaser acknowledges and represents that it has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the Seller, or otherwise, including, but not limited to, any relating to the description or physical condition of the Property or the Unit, or the size or the dimensions of the Unit, or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by the Purchaser, or any other data, except as herein or in the Plan specifically represented; the Purchaser having relied solely on its own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of the Seller except as herein or in the Plan specifically set forth. No oral representation or statements shall be considered a part of this Agreement. The Purchaser agrees that the Seller and its agents and contractors will have no liability to the Purchaser nor shall the Purchaser be relieved of any of its obligations hereunder if there is a minor error or inaccuracy in the layout or dimensions of the Unit or of the Common

Elements or any Limited Common Elements of the Condominium as shown on the Floor Plans or the Plans and Specifications so long as the layout and dimensions conform substantially to the plans and specifications as they may be changed when permitted by the Plan.

28. Broker.

28.1. Except as set forth in subparagraph 28.2 below, the Purchaser represents to the Seller that the Purchaser has not dealt with any broker, other than the Selling Agent in connection with this transaction. The Purchaser agrees that should any claim be made against the Seller for commissions by anyone other than the Selling Agent, including without limitation the "Purchaser's Broker" (as such term is defined below) based on alleged dealings with the Purchaser or the Purchaser's representatives, the Purchaser shall (i) give testimony to such effect in any case, action or proceeding by any broker other than the Selling Agent, and (ii) indemnify and hold the Seller harmless from and against any and all liabilities, claims, damages, costs and expenses (including but not limited to reasonable attorneys' fees) arising out of or in connection with any claim for commissions or other compensation with respect to this transaction or with respect to Purchaser. The provisions of this paragraph shall survive the closing of title.

28.2. The Purchaser may elect to use a broker or agent ("Purchaser's Broker") other than the Selling Agent in connection with this transaction; provided the following conditions are fully and completely satisfied:

(a) The Purchaser identifies Purchaser's Broker to the Seller in writing (which may be done on the receipt and acknowledgement referred to below) as the sole and exclusive agent for Purchaser in connection with this transaction;

(b) The Purchaser is solely responsible for any commissions or brokerage fees incurred in connection with the use of Purchaser's Broker; and

(c) Purchaser's Broker and the Purchaser execute and deliver to the Seller simultaneously with Purchaser's receipt of the Plan, a receipt and acknowledgement in the form annexed hereto as Exhibit 3, confirming the foregoing and releasing the Seller from all liability for any commissions or brokerage fees due Purchaser's Broker in connection with this transaction.

29. Assignment. The Seller may assign this Agreement without limitation. The Purchaser shall not have the right to assign this Agreement without the prior written consent of the Seller except as otherwise expressly provided in the Plan.

29.1. If the Seller consents to an assignment of this Agreement by the Purchaser, then any such consent shall be conditioned on the following:

(a) The assignee executing and delivering to the Seller, within five (5) days after the making of such assignment, an assumption of this Agreement in form and substance satisfactory to the Seller;

(b) The Purchaser executing and delivering to the Seller a guarantee of the assignee's obligations under this Agreement and any instruments or agreements made pursuant to the provisions of this Agreement on or before or in connection with the closing hereunder, in form and substance satisfactory to the Seller;

(c) The Purchaser and the assignee completing, executing and delivering to the Seller at least thirty (30) days prior to the Closing Date, the New York State Real Property Transfer Gains Tax Transferor and Transferee Questionnaires required under the Gains Tax Law and the Purchaser obtaining a Statement of Tax Due with respect to the assignment and the assignee prior to the Closing Date and paying any amount shown as due by such Statement with respect to the assignment at the closing hereunder; and

(d) The Purchaser pays such additional fees as are specified in the Plan in connection with an assignment of this Agreement.

29.2. Notwithstanding any such consent or assignment, Purchaser shall not be released from any liability under this Agreement.

30. Purchaser's Certifications. The Purchaser certifies that it has agreed in good faith to purchase the Unit for its own use and not as an accommodation to the Seller and with no repurchase agreement. The Purchaser represents to the Seller and the Condominium as follows: (i) if the Purchaser is an individual then the Purchaser is over 18 years of age and resides in the State of New York, and (ii) if the Purchaser is an entity then it is legally authorized to acquire the Unit and has an office for the conduct of its business in New York.

31. Possession of Unit and the Purchaser's Work. Except pursuant to an Interim Lease, the Purchaser shall not be entitled to have access to the Unit prior to the closing of title thereto without obtaining Seller's prior written consent. Unless otherwise agreed in writing by Seller, such access shall be for the limited purpose of inspection and taking measurements. The Purchaser permitted such access shall release Seller from any and all liability, loss, cost, expense or damage, foreseen or unforeseen,

resulting from any injuries sustained by any person or damage to any property resulting from such access, even if such injury results from the negligence of Seller, or any of its respective agents, employees, contractors or representatives. In addition, the Purchaser shall indemnify and hold Seller and its respective agents, employees, contractors and representatives harmless from and against any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from such access, including without limitation reasonable attorneys' fees and expenses.

32. Agreement Not Contingent Upon Financing. This Agreement is not contingent upon the Purchaser's obtaining financing for any portion of the Purchase Price. Thus the failure of the Purchaser to obtain such financing will not relieve the Purchaser from its obligations under this Agreement.

33. Right to Rescind. Unless the Purchaser has received a copy of the Plan and all filed amendments thereto at least three (3) days before signing this Agreement, the Purchaser may rescind this Agreement for a period of seven (7) days after the date of this Agreement by giving notice of rescission to the Seller prior to the expiration of said seven (7) day period. In the event the Purchaser exercises its option to rescind this Agreement, then in that event all moneys paid by the Purchaser on account of the Purchase Price hereunder shall be refunded to the Purchaser within ten (10) days after the expiration of the aforesaid seven (7) day period. If the Purchaser does not give a rescission notice to the Seller within the aforesaid seven (7) day period, this Agreement will become binding upon the Purchaser upon the expiration of said period.

34. Binding Effect. The Purchaser acknowledges that, except as provided below, this Agreement will not be binding on the Seller until a fully executed counterpart of this Agreement has been delivered to the Purchaser or the Purchaser's attorney. Within twenty (20) days after delivery to the Seller of three (3) copies of this Agreement (with the terms, including, without limitation, the Purchase Price, and in the form which has previously been provided by the Seller) executed by the Purchaser, together with the above-stated Down Payment, the Seller shall either (i) accept this Agreement and return one fully executed copy thereof to the Purchaser or the Purchaser's attorney or (ii) reject this Agreement, by giving to the Purchaser or the Purchaser's attorney notice thereof together with a refund of the above-stated Down Payment with interest earned thereon, if any. In the event that the Seller takes no action within said twenty (20) day period, then in such event this Agreement (with the terms and in the form provided above) shall be deemed rejected.

35. Working Capital Fund Contribution. On the Closing Date, the Purchaser shall either: (a) contribute a sum equal to one

month of Common Charges for the Unit as set forth in Schedule A of the Plan, as a portion of the initial working capital for the Condominium (the "Working Capital Fund"); or (b) reimburse Seller in the event Seller has previously made such a contribution to the Working Capital Fund for such Unit. This contribution is not refundable or transferable if the Purchaser sells its Unit. Unless Seller advises Purchaser to the contrary, it shall be assumed that Seller previously made the contribution of one month's Common Charges to the Working Capital Fund for such Unit and each Purchaser shall reimburse Seller for such contribution at closing.

36. UDC Option Unit. The provisions of this Paragraph shall apply if the Unit being purchased hereunder is presently offered for sale under the Plan but are subject to an option to purchase as set forth in Schedule A as same may be amended from time to time (an "Option Unit"). No Purchaser who enters into a Purchase Agreement for an Option Unit will have any right to purchase such Option Unit unless and until the holder of the option fails to exercise or otherwise waive its option with respect thereto.

37. Notices. Notices hereunder shall be in writing and shall be personally delivered or mailed by registered or certified mail, return receipt requested, as follows: to the Purchaser, at the address stated in this Agreement; and to the Seller at c/o Real Estate Investments, 388 Greenwich Street, New York, New York 10013, with a copy to Herrick, Feinstein, 2 Park Avenue, New York, New York 10016, Attention: Leonard Grunstein, Esq. and a copy to Battle Fowler, 75 East 55th Street, New York, New York 10022, Attention: Douglas A. Raelson, Esq. Notices shall be deemed given when personally delivered or mailed. Any of the parties noted in this paragraph may change their address for purposes of this paragraph by giving notice thereof to the other parties as provided above. Herrick, Feinstein may give notice on behalf of the Seller.

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

39. Survival of the Seller's and the Purchaser's Obligations. All of the obligations of the Seller under this Agreement shall be deemed satisfied upon delivery of the deed to the Unit and the closing of title hereunder and no obligations of the Seller shall survive delivery of the deed except as otherwise expressly provided in this Agreement or the Plan. Except where the context otherwise requires, all the representations, warranties, and obligations of the Purchaser under this Agreement shall survive delivery of the deed and the closing of title hereunder.

40. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions

specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm any of the obligations of the Purchaser hereunder or any right to be created or transferred hereunder or pursuant to any such transaction.

41. Severability. If any provision of this Agreement or the Plan is invalid or unenforceable either as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

42. Strict Compliance. Any failure by the Seller to insist upon the strict performance by the Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the Seller, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Purchaser of any and all of the provisions of this Agreement to be performed by the Purchaser.

43. Governing Law. The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

44. Waiver of Jury. 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 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.

45. No Recordation. This Agreement shall not be recorded by the Purchaser without the Seller's consent. Any purported recordation thereof by the Purchaser shall be void and constitute a default by the Purchaser hereunder.

46. Entire Agreement. This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties hereto and constitutes the entire agreement between them. The Purchaser acknowledges and agrees that the Plan may be amended by the Seller from time to time as provided in the Plan and that this Agreement may be amended by the Seller to conform to the provisions of any such amendment by delivering to the Purchaser a

notice thereof, subject however to any rights which the Purchaser may have as provided in the Plan.

47. 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 term "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.

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

49. Successors and Assigns. Without limiting the provisions of Paragraph 29, the provisions of this Agreement shall bind the Purchaser and its heirs, legal representatives, successors and assigns and inure to the benefit of the Purchaser's heirs, legal representatives and permitted assigns and shall bind and inure to the benefit of the Seller and its successors and assigns.

50. No Oral Changes. This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereof at the time of execution hereof, in a separate written agreement signed by the parties or in an amendment to the Plan as provided in Section 42 above.

51. Foreign Missions Act (if applicable). Purchaser acknowledges its obligation under the Foreign Missions Act, 27 U.S.C. 4305, to notify the United States Department of State prior to the purchase of its Unit and has delivered herewith a copy of the notice. This Agreement shall have no force and effect unless and until a notification of approval is received from the Department of State, or if notification is not sent, after the expiration of the 60-day period beginning on the date such notice is received by the Department of State.

52. Jurisdiction, Attachment and Execution (if applicable). Purchaser is an international organization, or a governmental entity of a foreign state and expressly acknowledges that the purchase of its Unit constitutes commercial activity by Purchaser within the meaning of the Foreign Sovereign Immunities Act of 1976, 28 U.S.C. 1602 et seq. Purchaser concedes to and expressly and voluntarily waives any sovereign immunity from the personal jurisdiction of the courts of the United States and of the States as to any controversy or dispute in connection with or relating to the acquisition of or title to or ownership and possession of the Unit or otherwise any obligation pursuant to this Purchase Agreement, the Plan, including but not limited to the By-Laws and Declaration of The 633 Third Avenue Condominium; and



Purchaser expressly and voluntarily waives all rights to immunity from eviction, pre-judgment attachment, attachment in aid of execution, or from execution, upon a judgment entered by a court of the United States or of a State even though the Unit may be used for the purposes of maintaining a diplomatic or consular mission or the residence of the Chief of such mission. In furtherance thereof, Purchaser irrevocably and unconditionally (i) consents to any suit, action or proceeding arising out of or relating to this Agreement or its ownership, possession and use of the Unit being brought in any State or Federal court in the State of New York by or on behalf of Seller, the Board of Managers or any other Unit Owner(s); (ii) waives any objection which it may have now or hereafter to the laying of the venue of any suit, action or proceeding under clause (i), above, in any such court, or claim that any such suit, action or proceeding under clause (i), above, has been brought in an inconvenient forum; and (iii) acknowledges the competence of any such court, submits to the jurisdiction of any such court in any such suit, action or proceeding and agrees that the final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of Purchaser's country of origin once a further judgment has been obtained in the courts of Purchaser's country of origin, which further judgment may as a matter of practice be obtained without re-litigation of the merits of the matter adjudicated upon by such State or Federal court in the State of New York, a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of its obligation; provided that service of process is effected upon it in the manner specified above or as otherwise permitted by law. Purchaser agrees that, in connection with any legal action or proceeding in the state or Federal courts in the State of New York, to the extent that such Act is applicable to Purchaser, the waiver of immunity and arrangements for service of process set out in this Paragraph are made in conformity with, and shall be governed by, the United States Foreign Sovereign Immunities Act of 1976, as amended from time to time, and the foregoing provisions constitute a special arrangement for service between Purchaser and each other person entitled to enforce this Agreement for the purposes of the Act. For the purposes of any suit, action or proceeding taken in any state or Federal court in the State of New York, Purchaser shall, until the closing of title, maintain an agent for service of process in the City of New York, State of New York. To this effect, Purchaser hereby irrevocably designates, appoints and empowers C.T. Corporation System, having its offices, at the date hereof, at 1633 Broadway, New York, New York, as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement. Purchaser agrees that service of process upon C.T. Corporation System and notice of service to Purchaser at its address set forth in Paragraph 37 hereof (from Seller or C.T. Corporation System), shall be deemed in every aspect effective



service of process. Purchaser further irrevocably consents to service of process upon it out of said courts in any such suit, action or proceeding by mailing copies thereof by registered or certified air mail, postage prepaid, to Purchaser at its address specified in Paragraph 37 hereof. If C.T. Corporation System shall cease to have an office in New York City, for receipt of service of process, Purchaser shall forthwith irrevocably designate a substitute agent reasonably acceptable to Seller in New York City, for such purpose or, if it shall fail to do so, service of process hereunder may be made by mailing copies thereof by registered or certified airmail, postage prepaid, to Seller at its address set forth in Paragraph 37. The foregoing shall not, however, limit the rights of Seller to serve process in any other country or any other manner permitted by law or to bring any legal action or proceeding or to obtain an attachment or execution of judgment in any competent jurisdiction, including in the courts of Purchaser's country of origin. This Paragraph shall survive delivery of the deed hereunder and shall inure to the benefit of Seller, the Board of Managers and all other Unit Owners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

Purchaser(s): \_\_\_\_\_

\_\_\_\_\_

Seller: The Travelers Insurance Company

By:

\_\_\_\_\_  
Name:  
Title:

EXHIBIT 1 TO PURCHASE AGREEMENT

Form of New York State Real Property Transfer Gains Tax  
Transferee Questionnaire

EXHIBIT 2 TO PURCHASE AGREEMENT  
APPLICATION TO THE ATTORNEY GENERAL  
FOR A DETERMINATION ON THE  
DISPOSITION OF DOWN PAYMENTS

[Send this application to the reviewing attorney assigned to the subject plan.]

Re: \_\_\_\_\_  
Address of Building or  
Name of Project

File Number: \_\_\_\_\_

Application is made to the Attorney General to consider and determine the disposition of down payments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1. Name  
of Applicant \_\_\_\_\_
2. Address  
of Applicant \_\_\_\_\_
3. Name, Address, and Telephone Number  
of Applicant's Attorney (if any) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. This is an application for  

☐ return of down payment.  
☐ forfeiture of down payment.  
☐ other: \_\_\_\_\_
5. The project is ☐ a conversion of occupied premises.  

☐ newly constructed or rehabilitated.  
☐ vacant (as is).

6. The project is structured as  
[ ] a cooperative.  
[ ] a condominium.  
[ ] a homeowners association.  
[ ] a time share.  
[ ] other: \_\_\_\_\_
7. Name and Address  
of Sponsor: \_\_\_\_\_  
\_\_\_\_\_
8. Name and Address  
of Escrow Agent: \_\_\_\_\_  
\_\_\_\_\_
9. If down payments are maintained in an escrow account:  
(a) Name of account \_\_\_\_\_  
(b) Name and address  
of bank \_\_\_\_\_  
(c) Account number (if known) \_\_\_\_\_  
(d) Initial interest rate (if known) \_\_\_\_\_
10. If down payments have been secured by bonds:  
(a) Name and address of  
bond issuer or surety: \_\_\_\_\_  
(b) Copy of bond included in this application. (DO NOT SEND  
ORIGINAL BOND.) If not included, explain:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. If down payments have been secured by a letter of credit:  
(a) Name and address of bank which issued the letter of  
credit: \_\_\_\_\_  
\_\_\_\_\_  
(b) Date of expiration of the letter of credit, if known:  
\_\_\_\_\_

12. Plan information:

- (a) Date of filing of plan: \_\_\_\_\_
- (b) Plan  
[ ] has been declared effective. Approximate date: \_\_\_\_\_  
[ ] has not been declared effective.
- (c) If effective, the plan  
[ ] has closed or the first unit has closed.  
Approximate date: \_\_\_\_\_  
[ ] has not closed.  
[ ] don't know.
- (d) Down payments are secured by  
[ ] escrow account.  
[ ] bonds.  
[ ] letter of credit.

13. Contract information:

- (a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)
- (b) Date on which subscription or purchase agreement was signed: \_\_\_\_\_
- (c) Date(s) of down payment(s): \_\_\_\_\_
- (d) Total amount of down payment(s): \_\_\_\_\_
- (e) Names and addresses of subscribers or purchasers affected by this application:

---

---

---

---

---

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

---

---

---

---

---

---

---

---

---

---

15. I am contemporaneously sending a copy of this application to the following persons: \_\_\_\_\_

---

---

---

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Telephone: (Home) \_\_\_\_\_ (Business) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

EXHIBIT 3

RECEIPT OF OFFERING PLAN AND ACKNOWLEDGEMENT RE: BROKER

Purchaser hereby acknowledges that Purchaser has received from The Travelers Insurance Company ("Sponsor") on the date hereof a Condominium Offering Plan for The 633 Third Avenue Condominium dated February 10, 1995 (the "Plan"), together with all filed amendments thereto, if any (collectively, the "Plan") for the condominium known as The 633 Third Avenue Condominium (the "Condominium").

Purchaser hereby represents and agrees that: (i) the undersigned broker or agent ("Purchaser's Broker") is the sole and exclusive agent for Purchaser and Purchaser has not dealt with any other real estate agent or broker in connection with Purchaser's purchase of Unit(s) \_\_\_\_\_ (the "Unit") at the Condominium other than the Selling Agent set forth on the cover of the Plan; and (ii) Purchaser is and shall continue to be bound by the terms and conditions of the section in the Plan entitled "Procedure to Purchase" and Article 28 of the Purchase Agreement by and between Purchaser and Sponsor.

By signing below, Purchaser's Broker hereby represents and agrees that: (i) Purchaser's Broker is the sole and exclusive agent for Purchaser in connection with Purchaser's purchase of the Unit; (ii) Purchaser's Broker unconditionally releases Sponsor from all liability, claim or charge for commission or other such compensation and for efforts made or expense incurred in connection with the purchase of the Unit and agrees to look solely to Purchaser for payment of all brokerage fees and commissions due in connection with the Unit; and (iii) the undersigned, as agent or principal of Purchaser's Broker, is duly authorized to execute this Receipt.

The provisions of this Receipt shall survive whether or not the Sponsor accepts or rejects the Purchase Agreement submitted by the Purchaser or the closing of title to the Unit occurs.

Dated: \_\_\_\_\_, 1995

Broker:

Purchaser:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





---

**THIRD AMENDMENT**  
**TO**  
**THE CONDOMINIUM OFFERING PLAN**  
**FOR THE SALE OF CONDOMINIUM UNITS IN**  
**THE 633 THIRD AVENUE CONDOMINIUM**  
**633 THIRD AVENUE**  
**NEW YORK, NEW YORK 10017**

---

This Third Amendment dated February 12, 1996 modifies and supplements the terms of the original Offering Plan dated February 10, 1995, as amended by the First Amendment, dated May 23, 1995, as amended by the Second Amendment, dated August 2, 1995 (the "Plan"). It should be read in conjunction with the Plan.



The matters covered by this Third Amendment are as follows:

1. Control by Sponsor. As a result of the sale by Sponsor of certain Units in the Condominium to S.K.I. Realty, Inc. ("SKI"), Sponsor now owns less than 50% of the aggregate Common Interest of all the Units. Therefore, in accordance with the provisions of the By-Laws, Sponsor has relinquished control of the Board.

(a) A special meeting of Unit Owners was held on January 11, 1996, to elect a new Board (the "Election"). All former members of the Board tendered their respective resignations, and the new members of the Board elected or appointed at the Election are as follows:

- (i) Joseph Branca
- (ii) Alfred B. Curtis, Jr.
- (iii) William Donohue
- (iv) Jeffrey Feldman
- (v) Michael P. Gutnick
- (vi) Frances Huppert
- (vii) Robert Preissner

William Donohue is the only member of the Board appointed by Sponsor.

(b) Immediately following the Election, the new Board held a special meeting to elect new officers. All current officers resigned and the following officers were elected:

- (i) President: Jeffrey Feldman
- (ii) Vice-President: Joseph Branca
- (iii) Secretary: Robert Preissner
- (iv) Treasurer: Michael P. Gutnick
- (v) Assistant Secretary: William Donohue

William Donohue is the only officer of the Condominium affiliated with Sponsor.

(c) As of the date of the filing of this Third Amendment, the aggregate Common Interest of the Units held by Sponsor equals 35.797%.

2. Accountant for the Condominium. Based upon the joint recommendation of the representatives of each of the Unit Owners, by resolution of the Board at a meeting held on October 11, 1995, the accounting firm of Kleiman & Weinshank, 880 Seventh Avenue, Suite 1505, New York, New York 10106, was retained as the independent accountant for the Condominium for an annual fee of no more than \$11,250.00. Sponsor has not been and is not currently a client of Kleiman & Weinshank.

3. Attorney for the Condominium. Based upon the joint recommendation of the representatives of each of the Unit Owners, by resolution of the Board at a meeting held on October 11, 1995, Jill Hayman, Esq., of counsel to the law firm of Bachner Tally Polevoy & Misher LLP, 380 Madison Avenue, New York, New York 10017, was retained as the attorney for the Condominium. Sponsor has not been and is not currently a client of either Jill Hayman, Esq. or the law firm of Bachner Tally Polevoy & Misher LLP.

4. Engineer for the Condominium. The Board has retained the engineering firm of Edwards & Zuck, P.C. ("E&Z"), 330 West 42nd Street, New York, New York 10036. Sponsor has employed and continues to employ E&Z in connection with various matters, including as a consultant in connection with various engineering issues related to the Plan.

5. Roof Resolution. The Board and all Unit Owners jointly passed the Roof Resolution described in the Second Amendment to the Plan at a special meeting held on August 8, 1995. A copy of the Roof Resolution is annexed hereto as Exhibit 1.

6. First Amendment to the Declaration and By-Laws. The Unit Owners unanimously agreed to amend the Declaration and By-Laws to provide for certain changes summarized below.

(a) Changes to Roof Resolution. In connection with passage of the Roof Resolution, the By-Laws were amended to provide that the Roof Resolution may only be amended, rescinded or otherwise modified by the vote of Unit Owners owning Units having aggregate Common Interest of not less than ninety (90%) percent of all Units.

(b) New Easement Zone. Article XI of the Declaration was amended to add an additional Easement Zone, the "**Condenser Water Riser Easement Zone**", defined as "an area approximately 30 inches by 20 inches adjacent to the freight elevator on each floor of the Building from the 2nd Floor through the 10th Floor, inclusive and the 28th Floor through the 39th Floor...." The Condenser Water Riser Easement Zone is to be used solely in connection with the installation, maintenance, use of and the performance of Work to the Supplemental Water Riser.

A copy of the above-described amendment, dated August 8, 1995 (the "**Declaration First Amendment**") is annexed hereto as Exhibit 2. The Declaration First Amendment was recorded in the New York City Register's Office, New York County on September 14, 1995 in Reel 2243, Page 1131.

7. Windows Louvers. At a joint meeting of the Board and Unit Owners held on September 19, 1995, the Board and Unit Owners unanimously voted in favor of a resolution to amend the Declaration to grant certain Unit Owners the right to install air

intake and exhaust louvers in connection with the supplemental cooling and/or ventilation of their respective Units and to have an easement over portions of the Common Elements to install, maintain, make Repairs and Alterations to such louvers. Any Unit Owner of any of Units 2 through and including 10 and Units 12 through and including Unit 39 may replace the windows in its Unit with louvers for the purposes described above, subject to the following conditions: (a) such Unit Owner must first obtain its pro rata share of supplemental chilled or condenser water from the Supplemental Water Riser, to the extent available; (b) such Unit Owner must fully use its Permitted Supplemental Water Load with respect to such Unit; and (c) the design, number and location of the louvers must conform to certain requirements set forth in the amendment and in accordance with criteria established by the Board; and (d) each Unit Owner must maintain and make Repairs and Alterations to its louvers and will be responsible for leakage and damage to any other Unit and to the Building. A copy of the foregoing amendment to the Declaration and By-Laws (the "Declaration Second Amendment"), together with the design criteria for the window louvers, are annexed hereto as Exhibit 3, which Declaration Second Amendment was recorded in the Register's Office on November 28, 1995 in Reel 2266, Page 37 as required by the Condominium Act. Also see paragraph 31 of this Third Amendment.

8. Schedule of Unsold Shares. A schedule of offering prices and related information with respect to the remaining unsold units held by Sponsor is annexed hereto as Schedule A-1, indicating, among other matters, the increase in Common Charges resulting from the adoption of the budget for the 1996 calendar year and estimated Taxes. See paragraphs 9 and 11(a) of this Third Amendment to the Plan. Units which continue to be held by Sponsor may sometimes be referred to individually as an "Unsold Unit" and collectively as the "Unsold Units".

9. Taxes.

(a) Estimated Real Estate Taxes. Schedule A-1 annexed hereto reflects estimated Taxes for calendar year 1996 of \$4,886,740.19. The 1995/1996 assessed valuation of the Property is \$44,640,000 (excluding the Parking Lot Parcel). The tax rate for 1995/1996 is 10.402%. The real estate taxes with respect to the Property for the first six months of 1996 (through June 30, 1996) are \$2,321,726.40 and the GCB Tax for such period is \$60,850.56 (based on GCB Tax for the 1995/1996 tax year of \$121,701.12), for a total of \$2,382,576.96. The combined estimated Taxes for the second six months of 1996 (July 1, 1996 to December 31, 1996) are projected to be \$2,504,163.23, of which \$2,440,270.14 represents one half of the estimated 1996/97 real estate taxes based on the combined assessed valuations of all Units as apportioned by the City of New York which total \$44,684,999 multiplied by a projected tax rate of 10.922% (a 5% increase over the current rate) and the remaining \$63,893.09 representing 105% of the GCB Tax for the first half of 1996 set forth above.

(b) Outstanding GCB Tax. As of December 27, 1995, there was \$25,544.58 plus interest of \$3,109.89 owed to the City of New York for GCB Tax attributable to the Units owned by the New York State Urban Development Corporation d/b/a the Empire State Development Corporation ("ESDC" or "UDC") and the United Nations Development Corporation ("UNDC"). Because none of the Units have yet been separately assessed, this unpaid GCB Tax is currently a lien against the Property. Pursuant to the By-Laws, ESDC and UNDC are solely responsible for payment therefor. ESDC and UNDC have informed the Board that they are exempt from the payment of such Taxes and are in the process of establishing such exemption and having the resulting liens against the Property removed.

(c) Pending Tax Certiorari Proceedings. Sponsor has filed an appeal, which is now pending in the New York State Supreme Court, New York County, entitled In the Matter of The Travelers Insurance Company v. The Commissioner of Finance and the Tax Commission of the City of New York (Index No. 204011/95) (the "Tax Action"), protesting the 1995/1996 assessed valuation of the Property. As set forth in the Footnotes to Schedule A in the original Plan, Sponsor has the right and is authorized to continue the Tax Action and to litigate or settle same in its sole discretion, and Sponsor has no obligation to the Board or any Unit Owner or Purchaser to continue such Tax Action. Any refund obtained for the 1995/96 tax year shall be adjusted with each Purchaser of a Unit(s) who closes title to its Unit(s) after the presentation date of this Third Amendment and on or before June 30, 1996, in proportion to the Common Interest appurtenant to such Unit Owner's Unit on the basis of the portion of the 1995/1996 tax year that each will have held title to the Unit. If Taxes are reduced, the cost of all such proceedings will also be apportioned in the same manner. Sponsor has not decided whether or not it will protest the 1996/97 assessments of some or all of the Unsold Units, but reserves the right to do so in accordance with the Plan. Sponsor is being represented in the Tax Action by the law firm of Podell, Rothman, Schechter & Banfield, 605 Third Avenue, New York, New York.

(d) Separate Assessment of Units. The Units have been separately assessed by the City of New York for the 1996/97 tax year. The actual and transitional assessed valuations for each Unit, as apportioned by the City of New York, are set forth on Schedule A-2 annexed hereto. As of July 1, 1996, each Unit Owner will be billed directly for the Taxes attributable to its Unit(s) and will pay such Taxes directly to the New York City Department of Finance.

10. Actions of the Unit Owners and the Board of Managers. At a series of meetings held by the Board and the Unit Owners in December, 1995 (the "**December Special Meetings**"), the resolutions summarized in paragraphs 11 through 17 and 20 through 24 were unanimously agreed to. Copies of the minutes of the December Special Meetings and the minutes of all other meetings of

the Unit Owners and the Board which have been approved by the Unit Owners and/or the Board, as applicable, as of January 11, 1996, are available for inspection by prospective Purchasers at the office of the Selling Agent.

11. The Budget, Common Charges and Special Assessments.

(a) The 1996 Budget. The budget of projected income and expenditures for the Condominium for the 1996 calendar year (the "1996 Budget") prepared by Sandhurst Associates, Ltd. (the "Managing Agent"), was adopted by the Board. A copy of the 1996 Budget is annexed hereto as Exhibit 4. A Certification of the Managing Agent with respect to the adequacy of the 1996 Budget is annexed hereto as Exhibit 5. The 1996 Budget reflects, among other things, the addition of a bookkeeper to the building staff. Although the 1996 Budget includes a provision for an increase in labor costs, the exact amount of any increases in the wages of the union employees at the Building cannot be determined until the new collective bargaining agreement with 32B-32J union employees is finalized. The actual increase may be greater than anticipated in the 1996 Budget. The 1996 Budget supersedes Schedule B of the Plan.

(b) Prepayment of Common Charges. To insure that there is no shortfall in available working capital in the beginning of the 1996 calendar year, the Board resolved that each Unit Owner would be required to pay two months of Common Charges on January 1, 1996. To the extent such funds are in excess of operating expenses during 1996, the remaining balance will be applied toward Common Charges due for the month of December, 1996. Sponsor has made such prepayments with respect to all of its Units. See paragraph 24 of this Third Amendment on adjustments between Sponsor and Purchasers at closing for such prepayments.

(c) Projected Special Assessments. The 1996 Budget also sets forth the following anticipated additional charges for capital items not included in the projected monthly Common Charges: (i) \$400,000 for replacement of the main roof of the Building pursuant to the Roof Resolution (see paragraph 5 of this Third Amendment) and to provide fire safing of the Common Elements; and (ii) \$11,300 for an additional camera and alarms in emergency exit staircase H which will be tied into the Building security system. The actual cost of these capital items will be billed to Unit Owners as special assessments during 1996 and thereafter as needed for the prosecution of such capital improvement work (the "1996 Special Assessments for Capital Items"). If the actual cost for these capital items is as projected in the 1996 Budget, each Unit Owner will be required to pay an additional amount of approximately \$411 for each 1% of Common Interest attributable to its Unit or Units. Sponsor makes no representation that the actual cost will be the same as set forth in the 1996 Budget. Furthermore, there are certain "Board Alterations" (as such term is defined below) under consideration by the Board as set forth in paragraph 30 of

this Third Amendment. The Board Alterations may result in additional special assessments being imposed upon Unit Owners. The 1996 Budget does not include any of the Board Alterations, as no final decision has been made by the Board regarding the extent, timing or manner of payment for these items.

12. Elimination of Working Capital Fund. At the December Special Meetings, ESDC and UNDC, collectively owning 44.022% of the aggregate Common Interest of all Units and then being the sole Unit Owners of the Condominium other than Sponsor, together with each of their designated members on the Board unanimously agreed that the Working Capital Fund, which had been fully funded by Sponsor, ESDC and UNDC in 1995, be eliminated. Accordingly, the Working Capital Fund was applied to Common Charges due from all Unit Owners for the period ending December 31, 1995. Sponsor abstained from voting on this resolution but agreed to be bound by the decision of UNDC and ESDC and their designees on the Board. See also paragraph 24 of this Third Amendment.

13. Third Amendment to Declaration and By-Laws. At the December Special Meetings, the Unit Owners unanimously voted to adopt a third amendment to the Declaration and the By-Laws (the "Declaration Third Amendment"), a copy of which is annexed hereto as Exhibit 6. The Declaration Third Amendment was recorded in the Register's Office on December 12, 1995 in Reel 2275, Page 2063 as required by the Condominium Act. The Declaration Third Amendment replaces Section 15 of Article V of the By-Laws in its entirety and makes certain changes to the Declaration made necessary by the replacement of Section 15. The paragraph entitled "Electricity" in the subsection "Services" in the Section of the Plan entitled "Rights and Obligations of Board of Managers/Summary of By-Laws" is deleted and replaced with the following summary of the Declaration Third Amendment. All references in this paragraph 13 to "Section 15" shall mean Section 15 of Article V of the By-Laws as amended by the Declaration Third Amendment.

(a) Definitions in Section 15. The following terms have the meanings set forth below:

(i) For purposes of Section 15, "Force Majeure Event" shall mean any event beyond the reasonable control of the Condominium, which may include, without limitation, a strike or other labor disturbance, damage or destruction caused by a fire or other casualty, a hurricane, earthquake or other act of God, a riot or other disturbance or conflict, a restriction, prohibition or requirement under Applicable Law or imposed by a Governmental Authority, and a reduction in the supply of electricity provided by any utility or other supplier serving the Condominium.



(ii) The term **"Permitted Electrical Demand Load"** with respect to any Unit shall mean the sum of:

(1) the product of six and 24/100 (6.24) watts per square foot, multiplied by the area of said Unit as set forth on Schedule B to the Declaration (the **"Base Permitted Electrical Demand Load"**); plus

(2) such Unit's Allocable Share of the Building's Excess Electrical Capacity, if any;

provided, however, in the event a Unit Owner of any Unit transfers to any other Unit all or any part of its then current Permitted Electrical Demand Load under Section 15, after the Unit Owner making such a transfer has notified the Board thereof, the term **"Permitted Electrical Demand Load,"** with respect to both the transferor and the transferee Units, shall mean the aforesaid sum as adjusted upward or downward, as the case may be, by such transfer and all transfers prior thereto.

(iii) The **"Building's Excess Electrical Capacity"** shall mean the amount, if any, as reasonably determined from time to time by the Board, by which the total electrical service to the Building exceeds the sum of:

(1) the Base Permitted Electrical Demand Load of all Units; plus

(2) the demand load of the Common Elements, including a reasonable reserve therefor, as the same may be reasonably determined by the Board from time to time;

Any subsequent determination of the Building's Excess Electrical Capacity shall override all previous determinations thereof.

(iv) The **"Allocable Share"** of the Building's Excess Electrical Capacity shall mean:

(1) with respect to any UNDC Unit, the portion of the Building's Excess Electrical Capacity determined by multiplying the same by a fraction the numerator of which is the Common Interest of such UNDC Unit and the denominator of which is the Common Interest of all Units; and

(2) with respect to any other Unit, such portion of the Building's Excess Electrical Capacity as shall be specified by Sponsor, so long as it shall own any Unit above the subcellar of the Building, or thereafter by the Board; provided, however, that in no event shall the aggregate Allocable Share of all such other Units exceed the portion of the Building's Excess Electrical Capacity determined by multiplying the same by a fraction the numerator of which is the aggregate Common Interest of all such other Units and the denominator of which is the Common Interest of all Units.

(v) "Declarant Distribution Equipment" shall mean any pipe, wire, cabling, conduit, switchgear or other electrical equipment which may be installed by Sponsor in connection with (1) the initial sale by Sponsor of Units SC-1, SC-2, SC-3, 1D, 1E, 2, 3, 4 and/or 5 or any thereof, as such Units may be combined, subdivided and/or reconfigured pursuant to Article IX of the Declaration; (2) the creation and initial sale by Sponsor of any new Units resulting from the combination, subdivision and/or reconfiguration of the Units in clause (1) (the Units identified in clauses (1) and (2) shall be referred to collectively herein as the "SKI Units"); and (3) to fulfill Sponsor's obligations under subparagraph (f)(ii) below. Declarant Distribution Equipment shall specifically exclude any pipe, wire, cabling, conduit, switchgear or other electrical equipment which may be installed by Sponsor in connection with the initial sale of the "TDE Units" (as such term is hereinafter defined), if such equipment would enable any Unit Owner to obtain from the Building Systems a type and level of electrical service materially exceeding that generally available to Unit Owners from the Building Systems existing at the time of such installation, unless a majority of the members of the Board, other than any member who is a designee of Sponsor, agrees that such equipment shall be included as part of the Declarant Distribution Equipment;

(vi) "TDE Units" shall mean Units SC-4, SC-5, SC-6, SC-7, C-1, C-2, C-3, C-4, C-5, C-6, C-7, 1-A, 1-B, 1-C and 41-A or any thereof, as such Units may be combined, subdivided and/or reconfigured pursuant to Article IX of the Declaration and any new Units resulting from such combination, subdivision and/or reconfiguration of such Units;

(vii) "DDE Units" shall mean the SKI Units and the TDE Units or any of them;

(viii) "Electrical Distribution System" shall mean: (1) the bus ducts of the Building electrical system identified as 1, 2, 3 and 4; (2) the branches of such bus ducts identified as 1A, 1B, 1EXT, 2A and 2B; (3) the pipe, wire, cabling, conduit, switchgear or other electrical equipment connected to such bus ducts and branches, excluding Service Equipment; (4) the pipe, wire, cabling, conduit, switchgear or other electrical equipment delivering electricity from the Building switchboards directly to any Source Disconnect Switch servicing a Unit, which are in existence on the date of the Declaration Third Amendment or are thereafter installed by the Board; (5) the Declarant Distribution Equipment; and (6) any Work performed by the Board on or to any of the items included in the definition of Electrical Distribution System in clauses 1 through and including 5 above. The term "Electrical Distribution System" shall not include bus ducts 5 and 6.

(ix) "Maximum Distribution Capacity" shall mean with respect to any Unit, the watts per square foot of such Unit (calculated in accordance with Schedule B of the Declaration) shown for such Unit on Exhibit 1, dated as of the date of the Declaration Third Amendment, annexed to the Declaration Third Amendment (the "Initial Exhibit 1"), as such Initial Exhibit 1 may be amended from time to time in accordance with paragraph (j) of Section 15 (references in Section 15 to "Exhibit 1" mean the Initial Exhibit 1, as same may be amended from time to time in accordance with paragraph (j) of Section 15). If any of the Declarant Distribution Equipment is installed, then the Maximum Distribution Capacity of a DDE Unit for which such Declarant Distribution Equipment has been installed shall be adjusted either (1) upward as set forth on the Initial Exhibit 1 and as certified to the Board by an electrical engineer approved or designated by the Board (it being understood that the Board may limit such approval or designation to a single electrical engineer) (an "Approved Engineer") to be the maximum distribution capacity available to such Unit after the Declarant Electrical Distribution Equipment is installed, or (2) if no adjustment is included on the Initial Exhibit 1 for such DDE Unit or if the relevant DDE Unit is not included on the Initial Exhibit 1, then

the Maximum Distribution Capacity of such DDE Unit shall be the maximum distribution capacity certified to the Board by an Approved Engineer after the Declarant Distribution Equipment with respect to such DDE Unit is installed. The Maximum Distribution Capacity of the Electrical Distribution System and the Components through which such capacity is delivered to each Unit as of the date of the Declaration Third Amendment are set forth on the Initial Exhibit 1 of the Declaration Third Amendment.

(x) **"Component" or "Components"** shall mean the components of the Electrical Distribution System serving a Unit or Units from time to time, including the distribution sources referred to on Exhibit 1 of the Declaration Third Amendment.

(xi) **"Excess Electricity"** shall mean the excess, if any, of the Permitted Electrical Demand Load of any Unit at any time over such Unit's Maximum Distribution Capacity at such time.

(b) Changes in the Definitions of Certain Terms in the Declaration. In connection with the revision of Section 15, certain terms defined in the Declaration have also been modified as follows:

(i) The definition of the electrical system constituting Common Element contained in subparagraph (g)(i) of Article V of the Declaration has been modified so that the electrical system of the Building specifically includes the Electrical Distribution System and any source disconnect switch (a **"Source Disconnect Switch"**) supplying electrical capacity to any Unit from the Components. The electrical system of the Building does not include (x) any portions of the electrical system beyond (i.e., "downstream of") any Source Disconnect Switch or (y) any other Service Equipment.

(ii) The definition of **"Service Equipment"** set forth in paragraph 97 of Schedule C of the Declaration has been deleted in its entirety and replaced with the following definition:

**"97. Service Equipment"** shall mean:

(a) all of the following now existing or hereafter installed in the Building, serving one or more Units and not otherwise described as being part of the Common Elements: (i) pipes, wires, ducts, risers, cables, conduits and other lines, cabling, conduit, switchgear or other electrical equipment beyond (i.e.,

"downstream of") any Source Disconnect Switch or used solely to distribute electricity in the interior of any Unit or to transfer electricity between Units for interior distribution, whether or not such equipment is located in a Unit or, to the extent permitted under Articles XI and XII of the Declaration, in Common Elements; (ii) any other electrical distribution system installed by a Unit Owner pursuant to subparagraph (g)(i) of Section 15 of Article V of the By-Laws; and (iii) mechanical or other equipment, including supplemental air-conditioning systems, antennas and other communication devices; and

(b) any antennas or other communications devices and any ancillary electrical equipment hereafter installed on the Roof of the Building by the Unit Owner of Unit 41-A whether or not serving any Unit."

(c) General. To the extent that electricity is provided to the Property by Con Edison or another utility or supplier, the Condominium will furnish electricity to the Units, to Service Equipment and to the Building Systems and other Common Elements in accordance with Section 15, provided that electricity may also be obtained directly by a Unit Owner from another utility or supplier in accordance with certain requirements contained in Section 15. A Unit Owner may transfer to any other Unit all or any part of its entitlement to electricity.

(d) Configuration of Electrical Distribution System. If and to the extent that the Electrical Distribution System is not already so configured, it is the responsibility of the Condominium to configure the Electrical Distribution System servicing Units 2 through and including 39 so that the Electrical Distribution System will be able safely to deliver electricity in an amount equal to the Maximum Distribution Capacity for each such Unit shown on the Initial Exhibit 1 of the Declaration Third Amendment from (i) the Components indicated on Initial Exhibit 1 with respect to such Unit or (ii) such other Components as may be designated by the Board. Sponsor, solely in connection with the initial sale of the DDE Units, will be responsible for performing any Work necessary to configure the Electrical Distribution System servicing such DDE Units, if and to the extent not already so configured, so that the Electrical Distribution System will be able safely to deliver electricity to each DDE Unit in an amount equal to the Maximum Distribution Capacity for each such DDE Unit shown on the Initial Exhibit 1, or with respect to Units 2, 3 and 4, seven (7) watts per square foot from the Components indicated on

the Initial Exhibit 1 with respect to each such Unit and/or from the Declarant Distribution Equipment (the "DDE Work"), in each case as certified by an Approved Engineer and in compliance with the following conditions: (A) the Maximum Distribution Capacity at such time of any other Unit shall remain no less than its Maximum Distribution Capacity immediately prior to the performance of the DDE Work; (B) any Units which are served by the same Components and are owned by the same Unit Owner must continue to be served by the same Components to the extent necessary to allow for the reallocation by such Unit Owner of the aggregate Maximum Distribution Capacity of such commonly owned and served Units among such Units, as permitted under Section 15; (C) no other Unit suffers a material interruption of electrical service or other material adverse impact as a result of the DDE Work; and (D) Sponsor reimburses the Unit Owner of any Unit affected by the DDE Work for any Work needed to be performed to the electrical system of such Unit (and related expenses incurred by such Unit Owner) as a result of such DDE Work in order for such Unit to draw its then current Maximum Distribution Capacity. Any Unit Owner is entitled to waive any of the conditions set forth in clauses (A), (B), (C) and (D). Any reconfiguration of the Electrical Distribution System performed by Sponsor and all other Work performed by Sponsor in connection with the original installation of any part of the Declarant Distribution Equipment will be performed at the sole cost and expense of Sponsor. Notwithstanding the foregoing, any Alterations of the Electrical Distribution System made by Sponsor in order to comply with Sponsor's obligations under Section 15 together with the Declarant Distribution Equipment shall, upon completion in accordance with the applicable provisions of the Declaration and By-Laws, be treated as and become part of the Common Elements, and Sponsor shall have no responsibility therefor different from any other Unit Owner in respect of the Common Elements.

(e) Rights of Unit Owners.

(i) Each Unit Owner shall be entitled to draw electricity from the Components indicated on Exhibit 1 of the Declaration Third Amendment for its Unit(s) or from such other Components as designated, in writing, by the Board pursuant to and in accordance with Section 15 for any purpose incidental to the use and occupancy of its Unit and/or operation of its Service Equipment; provided, however, that no Unit Owner may draw electricity from the Electrical Distribution System in violation of the provisions of Articles XI and XII of the Declaration, including the General Work Conditions, or in excess of an amount equal to the lesser of (x) the Maximum Distribution Capacity for its Unit at such time or (y) its then current Permitted Electrical Demand Load.

(ii) Any Unit Owner may draw some or all of the Permitted Electrical Demand Load for its Unit(s) from Building Systems, excluding the portions of the Electrical Distribution System described in clauses 1, 2, 3, 5 and 6 of the definition of

the "Electrical Distribution System," provided certain conditions are met, including that: (1) the drawing of such electricity will not violate the provisions of Articles XI and XII of the Declaration, including the General Work Conditions, and will not utilize or otherwise affect bus ducts 5 and/or 6; (2) the effect thereof will not reduce the amount of electricity available to the Unit Owner of any other Unit from the Components then serving such other Unit, below the lesser of (x) the Permitted Electrical Demand Load with respect to such other Unit at such time or (y) the Maximum Distribution Capacity of such other Unit at such time; (3) the effect thereof will not prevent the Unit Owner of any other Units which are served by the same Components and are owned by the same Unit Owner from reallocating the aggregate Maximum Distribution Capacity of such commonly owned and served Units among such Units; (4) no other Unit suffers a material interruption of electrical service or other material adverse impact as a result thereof; and (5) an Approved Engineer certifies to the Board that the drawing of such electricity from such other Building Systems meets the requirements set forth above.

(iii) Each Unit Owner owning more than one Unit may utilize any Component serving any of its Units to serve any other of its Units not served by such Component, provided however, such additional service must be provided only by Connective Service Equipment from such Component or from other Building Systems Equipment which then is distributing electricity to such Component and provided further that the conditions contained in clauses (1)-(5) in the preceding paragraph are met.

(iv) If any Units of a Unit Owner owning more than one Unit are served by the same Component, such Unit Owner may draw electricity from such Component to any of such Units in any amount such Unit Owner desires, provided the aggregate amount of electricity drawn from such Component by such Unit Owner does not exceed the aggregate Maximum Distribution Capacity of all such Units and provided further that the conditions contained in clauses (1)-(4) of subparagraph (ii) are met and an Approved Engineer certifies to the Board that such conditions have been met and that the drawing of such electricity is not inconsistent with the General Work Conditions.

(v) Each Unit Owner may draw Excess Electricity with respect to its Unit from any Component, subject to certain requirements and conditions contained in paragraphs (f) (vii) and (viii) of Section 15, including the requirement that prior to performing any such Work, plans and specifications for such Work must be submitted to the Board together with a certificate from an Approved Engineer that (1) such Work conforms to Applicable Law and sound engineering practice, (2) after the completion of such Work, such Unit Owner will be able safely to draw such Excess Electricity from such other Component, (3) neither such Work, nor such drawing of Excess Electricity, will violate the provisions of Articles XI and XII of the Declaration, including the General Work Conditions,

or result in the reduction of the amount of electricity which the Unit Owner of any other Unit then served by such Component, without such Unit Owner so served being required to perform any Work, below the lesser of (x) the Permitted Electrical Demand Load with respect to such Unit at such time or (y) the Maximum Distribution Capacity of such other Unit at such time.

(vi) Any Unit Owner may obtain all or any part of its electricity directly from any utility or other supplier (including PASNY), and arrange for such electricity to be drawn directly through its Service Equipment and not through the Electrical Distribution System or the other Building Systems unless consented to by the Board as set forth below or otherwise specifically permitted under Section 15. The provisions of Section 15 which restrict the drawing of electricity from the Electrical Distribution System or the other Building Systems do not apply to any such electricity obtained directly by a Unit Owner and distributed solely through its Service Equipment or to any charges therefor.

(f) Any Unit Owner may draw through the Building Systems, including the Electrical Distribution System, electricity obtained directly from or metered by a utility or supplier (including PASNY) other than Con Edison, provided the Unit Owner obtains the prior consent of the Board, which consent may be withheld by the Board in its sole and absolute discretion and may be subject to such conditions as the Board, in its sole and absolute discretion, may impose.

(g) Obligations of Unit Owners.

(i) Each Unit Owner will be required, to the extent not existing on the date of the Declaration Third Amendment, to install the correct size Source Disconnect Switches for each of its Units before drawing electricity in an amount greater than the rated capacity of the then existing Source Disconnect Switch serving such Unit, which installation must be certified to the Board by an Approved Engineer as correct for each of its Units, at the sole cost and expense of such Unit Owner.

(ii) No Unit Owner may draw any electricity from Building bus ducts numbered 5 and 6, which are expressly reserved for the exclusive use of the Condominium to service the Common Elements.

(iii) In the event any Components are reconfigured in connection with obtaining electricity from PASNY or any supplier or utility other than Con Edison, no Unit Owner will be permitted to obtain Excess Electricity from any Component served by a utility or supplier of electricity different from the utility or supplier serving such Unit Owner's Units, without the consent of such other utility or supplier.



(h) Rights and Obligations of the Board.

(i) The Board shall not increase its draw of electricity from any Component if the effect thereof would be to reduce the Maximum Distribution Capacity of the Unit or Units served by such Component.

(ii) The Board may not permit the reconfiguration of any Component or the use of the Electrical Distribution System by any Unit Owner to obtain electricity from any utility or supplier other than Con Edison, if the effect thereof would be to reduce the Maximum Distribution Capacity at such time of any Unit owned by another Unit Owner, without such Unit Owner's consent, or is otherwise incompatible with the contemplated increases in Maximum Distribution Capacity for Units 2, 3, 4, and/or 5 as indicated in the Initial Exhibit 1.

(iii) The Board must cooperate to the extent practicable, at no cost or risk to the Condominium, the Board or any other Unit Owner, with the reasonable requests of any Unit Owner in connection with its efforts to obtain electricity from a utility or supplier other than Con Edison as permitted in Section 15.

(iv) The Board may, without the necessity of amending the Declaration or the By-Laws but subject to certain conditions contained in Section 15, reconfigure the Electrical Distribution System, change or make Alterations to specific Components serving any Unit, designate different Components from which a Unit Owner may draw electricity from the Electrical Distribution System, or otherwise change or alter the Components serving any Unit from time to time in conformity with the requirements of the Declaration, including Section F of Article XI, and the By-Laws.

(i) Metering and Billing.

(i) Any Unit Owner has the right to install and maintain one or more utility meters measuring only electricity drawn by a single Unit Owner for its Unit(s) or for its Service Equipment (a "Dedicated Electric Meter"). The charges of the utility company with respect to any Dedicated Electric Meter will be assessed as a Common Expense against such Unit(s) and will be payable by such Unit Owner; provided, however, that any Unit Owner will have the right to arrange for such charges to be billed directly by the utility company to such Unit Owner (and not to the Condominium), and after doing so, such Unit Owner shall be directly responsible to the utility company for such charges.

(ii) Any Unit Owner or Unit Owners, acting together, obtaining any electricity through any Dedicated Electric Meter or Dedicated Electric Meters will have the right to obtain the same from PASNY. If any Unit Owner or Unit Owners, acting

together, obtain and distribute any of its or their electricity directly through its or their Service Equipment from any utility or other supplier (including PASNY), such Unit Owner(s) must arrange to be billed directly for any and all charges for such electricity, and such Unit Owner(s) (and not the Condominium) will be responsible for timely payment of such charges.

(iii) Each Unit Owner must insure that its Excess Electricity will be metered either through its Dedicated Electric Meter or through submeters measuring only electricity (in KWH) drawn by such Unit Owner for its Units and Service Equipment and not through any submeter or any Dedicated Electric Meter measuring electricity of any other Unit Owner's Unit or Service Equipment.

(iv) The charges of the utility company with respect to any electricity drawn at the Property through a utility meter other than a Dedicated Electric Meter (a **"Non-Exclusive Electric Meter"**) will be treated as a Common Expense; provided however, that the portion of such charges applicable to any electricity drawn by any Unit Owner for its Unit(s) or for its Service Equipment (a **"Unit Owner Electric Charge"**) will be assessed as a Common Expense against such Unit(s) and will be payable by such Unit Owner. The Unit Owner Electric Charge applicable to any Unit Owner for a billing period will equal the product of (A) the amount of electricity (in kilowatt hours without distinction between demand or consumption (**"KWH"**)) drawn by such Unit Owner for its Unit(s) or Service Equipment through any Non-Exclusive Electric Meters during such billing period, multiplied by (B) the total charges of the utility company (including demand charges, consumption charges, fuel adjustment and all other charges) for electricity measured by all Non-Exclusive Electric Meters for such billing period divided by the total amount of the electricity (in KWH) drawn through all Non-Exclusive Electric Meters during such billing period.

(v) The amount of electricity (in KWH) drawn by any Unit Owner for its Unit(s) or for its Service Equipment through any Non-Exclusive Electric Meter will be determined from time to time by estimates made by a qualified engineer or consultant selected by the Board. If and to the extent that any such electricity is measured by a submeter now or hereafter installed measuring only electricity (in KWH) drawn by such Unit Owner for its Unit or its Service Equipment, then the amount so measured shall be employed in lieu of an estimate, and the amount of any such electricity not measured by such a submeter shall be determined by the estimates of such qualified engineer or consultant. The fees of such qualified engineer or consultant for making an estimate will be assessed as a Common Expense against the Unit to which such estimate relates and shall be payable by the Unit Owner of such Unit. The Condominium must, if any Unit Owner requests, install one or more submeters measuring only electricity (in KWH) drawn by such Unit Owner for its Unit(s) and its Service

Equipment. The cost of installation and maintenance of any such submeter will be assessed against the Unit(s) to which such submeter relates as a Common Expense and will be payable by the Unit Owner of such Unit(s). Without such request, the Condominium may install one or more submeters measuring only electricity (in KWH) drawn by a Unit Owner for its Unit(s) and its Service Equipment; provided, however, that the cost of installation of any such submeter will be a Common Expense.

(j) Notices; Books and Records.

(i) Any Unit Owner making a transfer of its Permitted Electrical Demand Load must notify the Board in writing, identifying the Unit from which the transfer is being made, the Unit to which the transfer is being made and the amount of electricity entitlement being transferred. Each Unit Owner must also submit to the Board a "load" letter upon submission to the Board of plans and specifications for any Work to its Unit which will result in a material change in the electrical load of such Unit.

(ii) The Board may amend Exhibit 1 to the Declaration Third Amendment at any time and from time to time to reflect: changes to the Electrical Distribution System; or the addition of any new Units created pursuant to Article IX of the Declaration; or the then existing configuration, condition and capacity of the Electrical Distribution System as certified to the Board. The Board is required to promptly distribute a copy of any amendment to Exhibit 1 to the Declaration Third Amendment to all Unit Owners. The Board must also maintain and keep current: (A) a register of all transfers of Permitted Electrical Demand Load between Unit Owners; (B) a schedule of the Permitted Electrical Demand Load of each Unit; (C) a record of all Work to the Electrical Distribution System; and (D) a diagram of the Electrical Distribution System (collectively, the "**Building Electrical Information**"). All Unit Owners are entitled to have access to the Building Electrical Information upon request.

(k) Consent of Approved Engineer. Any consent, certification or approval of an Approved Engineer requested by a Unit Owner pursuant to Section 15 of Article V must receive a prompt response and if such consent, certification or approval is denied, the Approved Engineer will be required to promptly provide reasons for such denial in reasonable detail. All fees and expenses of such Approved Engineer in connection with any such consent, certification or approval shall be borne by the Unit Owner requesting same.

(l) Effect of Force Majeure Event on Permitted Electrical Demand Load. After the occurrence and during the continuation of a Force Majeure Event, the Board may reduce by the same percentage the then current Permitted Electrical Demand Load with respect to each Unit to the extent that the Board reasonably

determines that such reduction is required in order that sufficient electrical service, not otherwise reasonably available, be provided to the Common Elements during the continuance of such Force Majeure Event.

(m) Notice of Reduction of Excess Electrical Capacity. If any determination of the Building's Excess Electrical Capacity is less than the next preceding determination thereof, then the Board must delay the effectiveness of such subsequent determination for but at least sixty (60) days and no more than one hundred twenty (120) days to afford each Unit Owner an opportunity to make any reduction in its electrical demand, or other alternative arrangements, required for such Unit Owner to comply with its obligations under Section 15. Any reduction in the Building's Excess Electrical Capacity made on the date of the Declaration Third Amendment or made by reason of a Force Majeure Event may be effective immediately.

(n) Related Amendments to Declaration. Certain changes were made to the Declaration as a result of the amendment of Section 15 as summarized below:

(i) Under Paragraph 5(a) of Section E of Article XI of the Declaration as amended, Sponsor, when conveying any Unit, has the right to grant to the Unit Owner of such Unit the right (exclusive or non-exclusive, as Sponsor shall elect): (1) to install new or additional Service Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment or Service Equipment then existing therein; (2) to perform Work to the Building Systems and such Unit Owner's Unit(s) that Sponsor is entitled to perform pursuant to Section 15 and otherwise exercise any of the rights granted to Sponsor in connection with the performance of such Work; or (3) to authorize the Board to install new or additional Building Systems Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment then existing therein, subject, in any case, to such reservations, apportionments, allocations and limitations as Sponsor elects.

(ii) Under Paragraph 6 of Section E of Article XI of the Declaration as amended, from and after the first date on which Sponsor owns no Unit above the subcellar level and below the 40th floor the Board shall have the right (1) to authorize others to install new or additional Service Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment or Service Equipment then existing therein; or (2) to install new or additional Building Systems Equipment, or relocate any Building Systems Equipment then existing, in any Declarant Easement Zone, except, in either case, to the extent otherwise provided in any grant made by Sponsor

pursuant to paragraph 5 of Section E of Article XI of the Declaration as amended. The Board may not exercise such right in any manner which would prevent or materially interfere with Sponsor's rights and obligations under Section 15 to install Declarant Distribution Equipment or which would materially increase the cost to Sponsor of such installation.

(iii) Under Paragraph 7 of Section E of Article XI of the Declaration as amended, each Unit Owner's right to install new or additional electrical Service Equipment in the Existing Electric Closets includes the installation of Service Equipment to draw electricity from any of the Building Systems as permitted by Section 15; provided, however, that the only new or additional Service Equipment installed by any Unit Owner in any portion of the Existing Electrical Closets outside of its Unit must be limited to pipes, wires, risers, cables, conduits and other lines, or equipment used for drawing electricity from any of the Building Systems as permitted by Section 15.

Please review the entire text of the Declaration Third Amendment annexed hereto as Exhibit 6 for a full explanation of the rights and responsibilities of Sponsor, the Board and the other Unit Owners in connection with the matters summarized in this paragraph 13.

14. Redetermination of Excess Electrical Capacity. The Board adopted a resolution effective immediately upon the approval by all Unit Owners of the Declaration Third Amendment reducing the reserve for the demand load of the Common Elements of the Condominium to 5.36 watts per square foot of building measured in accordance with Schedule B of the Declaration and reducing the Building's Excess Electricity Capacity pursuant to paragraph (d) of Section 15, Article V of the By-Laws as amended by the Declaration Third Amendment to 0 watts. The Notice of Redetermination of Excess Electrical Capacity, a copy of which is annexed hereto as Exhibit 7, was delivered to all Unit Owners in connection with the adoption of the Declaration Third Amendment.

15. Resolution on Approved Engineer. In addition, the Board resolved that in connection with the anticipated upgrade of electrical capacity for Units SC-1 through SC-7, inclusive, Units C-1 through C-7, inclusive, Units 2, 3, 4, 5 and 41-A, as set forth in the Declaration Third Amendment, the Approved Engineer will be Frank Lorenz, P.E. of Edwards & Zuck, P.C. or such other engineer as approved by the Board and reasonably acceptable to Sponsor.

16. New York Power Authority Service. The Board, by resolution passed at the December Special Meetings (the "NYPA Resolution"), has consented, pursuant to subparagraph (g)(ii) of Section 15 of the By-Laws as amended by the Declaration Third

Amendment, to UNDC and/or ESDC drawing through the Building Systems some or all of the electricity that UNDC and/or ESDC may obtain or have metered by the New York Power Authority ("NYPA" a/k/a "PASNY"); all such power, "NYPA Power") to serve some or all of the Units owned by UNDC and ESDC (the "NYPA Units"), subject to certain conditions summarized below:

(a) The consent of the Board to the installation of meters, submeters and other Work required to enable UNDC and ESDC to obtain NYPA Power as generally described as the R0 scheme annexed hereto as Exhibit 8 is obtained (which consent has been granted), with certain permitted revisions (collectively, the "NYPA Work").

(b) Alternatively, if UNDC advises the Board that the R2 scheme set forth in Exhibit 8 will be utilized in lieu of the R0 scheme, the Board has consented to the installation of meters, submeters and other Work required to enable UNDC to obtain NYPA Power to serve some or all of the Units now or hereafter owned by UNDC, as generally described in the R2 scheme, with certain permitted revisions, in which case such installation and Work will be deemed to be the "NYPA Work".

(c) If ESDC and/or UNDC have not made arrangements with NYPA to obtain NYPA Power for their respective Units on or before January 1, 2002, the consent of the Board granted in the NYPA Resolution will be null and void, ab initio.

(d) An Approved Engineer must certify to the Board that the final plans and specifications for the NYPA Work conform to the requirements contained in the NYPA Resolution, the applicable General Work Conditions and paragraph (j)(i) of Section 15 of the By-Laws.

(e) If the NYPA Work identified as the R0 scheme is performed, the cost and expense thereof shall be borne solely by ESDC or alternatively, if the NYPA Work identified as the R2 scheme is performed, the cost and expense thereof shall be borne solely by UNDC.

(f) The full text of the NYPA Resolution, including certain additional conditions not summarized above, is annexed hereto as Exhibit 9.

17. Fourth Amendment to the Declaration and By-Laws. The Unit Owners unanimously resolved to adopt a fourth amendment to the Declaration and the By-Laws (the "Declaration Fourth Amendment"), a copy of which is annexed hereto as Exhibit 10, TO BE EFFECTIVE, IF, AS AND WHEN (i) an Amended and Restated Purchase Agreement between Declarant and SKI for "New Unit 1D" (as defined

below) is executed and delivered (the "SKI Purchase Agreement"), (ii) an Amended and Restated Purchase Agreement between Declarant and ESDC for "New Unit 1E" (as defined below) is executed and delivered or ESDC waives or is deemed to have waived the foregoing condition, and (iii) an Amended and Restated Purchase Agreement between Declarant and UNDC for Unit 1F is executed and delivered or UNDC waives or is deemed to have waived the foregoing condition. The Declaration Fourth Amendment shall not be recorded unless and until the closing of title to New Unit 1D occurs pursuant to the SKI Purchase Agreement (the "New Unit 1D Closing"). In the event the New Unit 1D Closing does not occur on or before January 1, 1997, the Declaration Fourth Amendment shall be deemed null and void, ab initio, and of no force and effect.

Provided that the Declaration Fourth Amendment becomes effective as set forth above, the following terms and conditions will apply:

(a) New Units and Schedule B of the Declaration. Schedule B of the Declaration will be revised as indicated in the Declaration Fourth Amendment to reflect that Units 1D and 1E and certain Common Elements on the first floor of the Building have been combined and subdivided into three Units, 1D (the "New Unit 1D"), 1E (the "New Unit 1E") and a new unit ("Unit 1F"), and part of the Common Elements have been converted to become part of New Unit 1D with the result that the Common Elements on the first floor of the Building have been reduced by 573 square feet. The locations of New Unit 1D, New Unit 1E and Unit 1F and the changes in the Common Elements are shown on the revised Floor Plan annexed to the Declaration Fourth Amendment as Exhibit 1 (the "Revised First Floor Plan"). The resulting reallocation of Common Interest among the Units was determined pursuant to the provisions of Article VI of the Declaration and unanimously approved by the Unit Owners.

(b) Loading Dock Work. The first Unit Owner of the New Unit 1D who is not Sponsor (the "First Unit 1D Owner"), must, in order to take advantage of the provisions of the Fourth Amendment, by no later than January 1, 1997, perform the Work necessary to construct a loading dock platform in the Jitney Loading Area (as defined below), to reconfigure Unit 1D and Unit 1E by relocating the demising walls of such Units and to create a new Unit 1F, all in accordance with Exhibit 2 of the Declaration Fourth Amendment, which Work includes, among other things, the alteration of certain of the floor slabs in Units 1D and 1E, the direct metering of the New Unit 1D, New Unit 1E and Unit 1F, the elimination of the stairway between the concourse and the first floor in the southeast corner of the Building and an additional curb cut on 40th Street for access to the Jitney Loading Area (collectively, the "Jitney Loading Area Work"). All Jitney Loading Area Work must be commenced promptly by the First Unit 1D Owner and must be diligently prosecuted to completion in conformity with the



Unit 1D Plans (as such term is defined below). Prior to the commencement of the Jitney Loading Area Work, the First Unit 1D Owner must obtain the unanimous approval of the Board of the plans and specifications of the Jitney Loading Area Work, which plans and specifications are required to be in conformance with the Revised First Floor Plan (the "Unit 1D Plans"). As a result of SKI's intention to purchase the New Unit 1D, SKI submitted proposed plans and specifications for the Jitney Loading Area Work, which were reviewed by E&Z at the direction of the Board, and, subject to certain revisions requested by E&Z and the effectiveness of the Declaration Fourth Amendment, were unanimously approved by the Board at the December Special Meetings. The Board may also request E&Z to inspect the progress of the Jitney Loading Area Work from time to time for conformity with the Unit 1D Plans as approved. All costs and expense in connection with the Jitney Loading Area Work, including without limitation, all costs and expenses incurred by the Board, will be the obligation of the First Unit 1D Owner. In connection with the Jitney Loading Area Work, either the First Unit 1D Owner or Sponsor, on behalf of the First Unit 1D Owner, will have (i) the right to obtain the approval of the applicable authorities of the City of New York for a curb cut on 40th Street for access to the Jitney Loading Area, and (ii) the obligation to obtain an amendment to the Building's certificate of occupancy reflecting the reduced occupancy permitted in the concourse and sub-cellar floors of the Condominium resulting from the elimination of the stairway between the concourse and the first floor in the southeast corner of the Building and any other changes required by Applicable Law to be made to the Building's certificate of occupancy as a result of the Jitney Loading Area Work (see paragraph 18 for further discussion). Provided none of the Condominium, the Board, Sponsor and any other Unit Owner incurs any additional obligations or expenses, excluding any expenses paid or assumed by the Unit Owner of the New Unit 1D, (x) the signatures of the Board or any other Unit Owner will not be required on any application or other document necessary or convenient to the exercise by the First Unit 1D Owner or Sponsor of any of their respective rights or powers granted hereunder, including but not limited to any application or document required by the Department of Buildings, the Real Property Assessment Bureau of the City of New York or any other governmental agency in connection with an amendment to the certificate of occupancy of the Building as described herein and (y) the Unit Owners and the Board will execute any such applications or other documents and grant the First Unit 1D Owner and Sponsor an irrevocable power of attorney coupled with an interest for valuable consideration to execute any such applications or other documents on their behalf.

(c) Engineer. In connection with the Loading Dock Work, the Board resolved that the HVAC duct work and the electric panels, meters and outlets to be installed in New Unit 1D, New Unit



1E and Unit 1F pursuant to Exhibit 2 of the Declaration Fourth Amendment must be installed in such locations as determined by HLW International, LLP or such other engineer as may be mutually agreed upon by the Unit Owners of the New Unit 1D, New Unit 1E and Unit 1F.

(d) Security System for the New Unit 1D. The Unit Owner of the New Unit 1D, in connection with the exercise of the rights granted to it under the provisions of the Fourth Amendment must, at its sole cost and expense, install, operate, make repairs and replacements thereto and otherwise maintain in effect at all times the following security system (the **"Unit 1D Security System"**) in the following areas as shown on the Revised First Floor Plan: (i) a key card security system for (x) the entrance or door (the **"Jitney Access Door"**) providing access from the jitney loading area (the **"Jitney Loading Area"**) to the jitney corridor (the **"Jitney Corridor"**), (y) the entrance or door (the **"Unit 1D Lobby Access Door"**) providing access from the jitney waiting area (the **"Jitney Waiting Area"**) to the lobby of the first floor of the Building, and (z) the entrance or door (the **"Mail Room Access Door"**) providing access from the loading platform to the mail room of the New Unit 1D; (ii) a video security camera mounted above the exterior side of the Jitney Rollup Door (as hereinafter defined) facing into the Jitney Loading Area and two video security cameras mounted in the Jitney Corridor in such a manner that one camera faces toward the north end of the Jitney Corridor and the other camera faces toward the south end of the Jitney Corridor to monitor access to and from the Jitney Loading Area (collectively, the **"Jitney Area Monitoring Cameras"**), which Jitney Area Monitoring Cameras must be monitored by the Unit Owner of the New Unit 1D during Business Hours and during any Additional Jitney Area Operating Period (as such terms are defined below), and at the option of the Board, will be connected to the Condominium's television security monitors located at the main reception desk on the first floor of the Building (the **"Security Monitors"**); (iii) a motion sensor or other alarm system (the **"Unit 1D Lobby Door Alarm"**) reasonably acceptable to the Board for the Unit 1D Lobby Access Door which will, at the option of the Board, be connected to the Security Monitors and must be operational at all times other than during Business Hours; and (iv) a rollup door between the Jitney Loading Area and the sidewalk adjacent to the Jitney Loading Area (the **"Jitney Rollup Door"**). The Unit Owner of the New Unit 1D will be permitted to operate the Jitney Rollup Door during the hours of 8:00 a.m. to 6:00 p.m. on a daily basis except on weekends and Holidays (**"Business Hours"**). At all other times the Jitney Rollup Door must remain closed and locked and inoperable by the Unit Owner of the New Unit 1D. If the Unit Owner of the New Unit 1D needs the Jitney Rollup Door to be operated at any time other than during Business Hours (each such period of after-hours operation being referred to as an **"Additional Jitney Area Operating Period"**), the Unit Owner of the New Unit 1D

must provide the Condominium with notice sufficiently in advance thereof to enable the Condominium to station a security guard at the Jitney Roll-Up Door, to monitor the Jitney Loading Area by video, or to take other measures to further protect against any entry into the Jitney Loading Area, the Jitney Corridor or the Jitney Waiting Area so long as such other measures are reasonable, do not require any Work to the New Unit 1D and are not materially more burdensome than other security measures in effect for the Building during non-Business Hours or (2) to station one security guard in the Jitney Waiting Area during any such Additional Jitney Area Operating Period. In no event will the Unit Owner of the New Unit 1D be required to give the Condominium more than four Business Hours prior notice, which need not be in writing. The reasonable costs of the Condominium incurred as a result of any Additional Jitney Operating Period will be assessed against the New Unit 1D as a Common Expense and will be payable by the Unit Owner of the New Unit 1D. The Unit Owner of the New Unit 1D will provide the Condominium with duplicate sets of the necessary key cards to enable the Condominium at all times to gain access to and from the New Unit 1D through the Jitney Access Door, the Unit 1D Lobby Access Door and the Mail Room Access Door, all as permitted under the terms of this Declaration and the By-Laws, and the Unit Owner of the New Unit 1D will promptly provide such replacements thereof or substitutions therefor as may be necessary from time to time. The Jitney Rollup Door must, at all times, permit a building override in the event of an emergency. At the reasonable request of the Board, the Unit Owner of the New Unit 1D must, at its sole cost and expense, upgrade the Unit 1D Security System from time to time so that the Unit 1D Security System is compatible with security procedures and equipment then in effect for the Building. No rights granted to the Condominium or the Board under the Declaration Fourth Amendment, including without limitation, the Board's right to monitor the Jitney Area Monitoring Cameras and the Unit 1D Lobby Alarm or to provide additional Building security during any Additional Jitney Operating Period, will create or be deemed to create any presumed or implied duty, liability or obligation on the part of the Condominium or the Board with respect to the New Unit 1D or any other part of the Building.

(e) Use of the New Unit 1D. Notwithstanding anything to the contrary contained in the Declaration or the By-Laws, the Unit Owner of the New Unit 1D will use the Jitney Loading Area, the Jitney Corridor and the Jitney Waiting Area solely for the purpose of loading and unloading freight, mail and personnel or visitors of such Unit Owner and, to the extent permitted by the Unit Owner of the New Unit 1D, in its sole discretion, solely for the purpose of loading and unloading freight, mail and personnel or visitors of any other Unit Owner(s) and, in either case, and for no other purposes. All of the use restrictions set forth herein are to be set forth in each and every deed to the New Unit 1D.

(f) The Jitney Rollup Door. The Jitney Rollup Door and the Unit 1D Lobby Access Door will be deemed to be part of the New Unit 1D (and not Common Elements) for all purposes. The Unit Owner of the New Unit 1D must maintain and make Repairs to the Jitney Rollup Door as required to keep the same in good condition secure and aesthetically consistent with the Condominium's loading dock doors. Any Repairs or Alterations performed to the Jitney Rollup Door must conform with the preceding sentence and must be at least the same quality as that of loading dock rollup doors on other first-class Manhattan office buildings then existing.

(g) Insurance for the New Unit 1D. The Unit Owner of the New Unit 1D will be required, at its sole cost and expense, to maintain such additional insurance as the Board may reasonably require from time to time in connection with the use of the Jitney Loading Area for the purposes described above (the "**Additional Unit 1D Insurance**"). Except for matters within the indemnity set forth in Section 31(b) of Article V of the By-Laws, the Additional Unit 1D Insurance must be primary and any other insurance available to the Board, the other Unit Owners, Sponsor or any other named insured will be excess. All policies evidencing the Additional Unit 1D Insurance must comply in all respects with the provisions of Article V, Section 2(d) of the By-Laws.

(h) Access Easement for Unit Owner of Unit 1A. The Unit Owner of Unit 1A will have an easement over the Jitney Corridor and the Jitney Waiting Area for access to and from the portion of its Unit adjacent to the New Unit 1D, to be exercised in accordance with the provisions of paragraph 2 of Section H of Article XI of the Declaration.

Please review the entire text of the Declaration Fourth Amendment annexed hereto as Exhibit 10 for a full explanation of the rights and responsibilities of Unit Owners in connection with the matters summarized in this paragraph 17.

After the reconfiguration and subdivision of Units 1D and 1E pursuant to the Fourth Amendment, all references in the Plan to "**Unit 1D**" or "**Unit 1E**" shall be deemed to refer to the New Unit 1D or the New Unit 1E, as applicable.

18. Effect of Certificate of Occupancy Change. The subdivision and reconfiguration of Units 1D and 1E and the Jitney Loading Area Work described above and provided for in the Declaration Fourth Amendment will require that the Certificate of Occupancy for the Building be amended to reduce the permitted occupancy level on the concourse floor from 1,685 to 900 people (the "**Amended Certificate of Occupancy**"). This reduction in occupancy level may result in certain limitations on the types of permitted uses and amount of space in a Unit that may be allocated

to certain permitted uses for some or all of the Units located on the concourse floor. Any Purchaser of a Unit located on the concourse floor will take subject to any changes reflected in such Amended Certificate of Occupancy, and no such change will entitle any Purchaser after the presentation date of this Third Amendment to rescind or otherwise terminate or cancel its Amended and Restated Purchase Agreement or to the return of any Down Payment made in connection therewith. Nothing contained herein shall be deemed to prohibit Sponsor from negotiating with any prospective Purchaser any limitations on such changes or conditions of sale with respect to such changes to which Sponsor, in its sole discretion, may agree. The application for an Amended Certificate of Occupancy will be available for inspection at the office of the Selling Agent once it has been filed. Purchasers should be aware that no final Amended Certificate of Occupancy will be issued by the New York City Department of Buildings unless and until all violations affecting the Property or any Unit are cured and there are no outstanding building or alteration permits. See paragraph 28 below.

19. Certain Conditions of Sale Related to the Declaration Fourth Amendment.

(a) Schedule A-3. Annexed to this Third Amendment as Schedule A-3 is an alternate schedule of offering prices and related information with respect to the Unsold Units, indicating the new Common Interest of each such Unit and the changes in projected Common Charges and Taxes resulting from the reallocation of Common Interest pursuant to the Declaration Fourth Amendment, which will be effective in the event the subdivision of Units 1D and 1E and the creation of Unit 1F occurs.

(b) Sale of Unit 1E. Any Purchaser who enters into an Amended and Restated Purchase Agreement for Unit 1E will purchase such Unit subject to the subdivision and reconfiguration of such Unit, the reallocation of Common Interest as set forth in paragraph 17, the purchase by SKI of the New Unit 1D and the other terms and conditions of the Declaration Fourth Amendment. In addition, Sponsor reserves the right to grant ESDC the right to purchase Unit 1E as currently configured in the event the subdivision and reconfiguration of Units 1D and 1E are not completed and the New Unit 1E is not delivered to ESDC by December 30, 1996.

(c) Sale of Unit 1F. Sponsor may enter into an Amended and Restated Purchase Agreement for Unit 1F with any Purchaser and such Amended and Restated Purchase Agreement shall be contingent upon the creation of Unit 1F pursuant to paragraph 17 and the Declaration Fourth Amendment. The Purchaser of Unit 1F shall have the right to rescind its Amended and Restated Purchase

Agreement in the event the subdivision of Units 1D and 1E and the creation of Unit 1F has not been completed by January 1, 1997.

(d) Right of Rescission. Any Purchaser of Unit 1A, the Unit 1D (or the New Unit 1D), Unit 1E (or the New Unit 1E) or Unit 1F who enters into an Amended and Restated Purchase Agreement after the presentation date of this Third Amendment will not be entitled to rescind or otherwise terminate or cancel its Amended and Restated Purchase Agreement or to the return of any Down Payment made in connection therewith, as a result of any matter arising out of or in connection with the effectiveness of the Fourth Amendment, except as specifically set forth in subparagraph 19(c), unless there is a material change in the terms and conditions set forth in this paragraph 19 or paragraph 17 or there are other material changes in the Plan entitling Purchaser to exercise a right of rescission in connection therewith. No Purchaser of any other Unit after the presentation date of this Third Amendment shall have any right to rescind or otherwise terminate or cancel its Amended and Restated Purchase Agreement or to the return of any Down Payment made in connection therewith as a result of any matter arising out of or in connection with the effectiveness of the Fourth Amendment, including without limitation, the change in Common Interest of the Units which will result therefrom, unless there is a material change in the terms and conditions set forth in this paragraph 19 or paragraph 17 which directly and adversely affects such Purchaser's Unit(s) or there are other material changes in the Plan entitling Purchaser to exercise a right of rescission in connection therewith.

20. Standards for Submeters. Pursuant to Section 12 of Article V of the By-Laws of the Condominium, the Board has amended the Rules and Regulations of the Condominium to add the following provision:

"Except as set forth in the next succeeding sentence, all submeters installed by Unit Owners after the date hereof shall comply with the standards for submeters annexed to the Rules and Regulations as Exhibit A and made a part hereof (the 'Submeter Standards'). Notwithstanding the foregoing, the submeters which have been or will be installed by the New York State Urban Development Corporation d/b/a the Empire State Development Corporation ('ESDC') to service Units 31 through 39 and any other Units purchased by ESDC from Sponsor (the 'ESDC Submeters') shall be exempted from the Submeter Standards, subject to the condition that, if any of the ESDC Submeters are replaced subsequent to the date of the initial installation, such ESDC Submeter(s) shall comply in all respects

with the Submeter Standards."

A copy of the Submeter Standards is annexed hereto as Exhibit 11.

21. Card Key Access System. At the December Special Meetings, the following resolution (the "Card Key System Resolution") was passed by the Board:

"RESOLVED, that any Unit Owner who owns a Unit or Units which occupy a full floor and any other Unit or Units on a floor which is vertically contiguous to such Unit or Units at the Condominium shall be permitted to install and use a card key access system on the fire stair door in all such full floor Units and contiguous Units in staircase No. 4 (a/k/a staircase K) for Units 2 through 10 and in staircase no. 2 (a/k/a staircase H)<sup>1</sup> for Units 11 through 39, provided the system conforms to all Applicable Law and the system permits a building override in the event of an emergency and as may be otherwise required by Applicable Law."

22. Resolution on Fiber Optic Cabling.

The Board has resolved, on behalf of and for the benefit of all Unit Owners, to enter into a contract with Teleport Communications Group in a form acceptable to the Board (the "TCG Contract") for the installation of fiber optic cabling at the Condominium in accordance with the terms and conditions of the TCG Contract. The fiber optic cabling will be located as shown on Exhibit 12 annexed hereto, subject to the consent of the Unit Owner of Unit SC-3 to the size and location of the part of the fiber optic cabling running through its Unit. Sponsor, as the Unit Owner of Unit SC-3 at the time of the December Special Meetings, consented, with the prior approval of SKI, the current Unit Owner, to the size and location of the part of the fiber optic cabling running through Unit SC-3 as shown on Exhibit 12.

23. The Hoist Resolution.

The Board has authorized the Unit Owner of Units 2, 3 and 4 or Sponsor to perform the following additional Work to Units 2, 3, 4 and 5 in connection with the initial build-out of such Units (the "Hoist Resolution"):

- (a) install a hoistway on the 41st Street side of the Building between columns E and F and shown on the Floor Plans;

---

<sup>1</sup> Staircases are numbered as identified on the Floor Plans.

- (b) temporarily remove window #39 in Units 2, 3, 4 and 5 for access, provided with respect to Unit 5 only, the Unit Owner of Unit 5 consents thereto;
- (c) temporarily remove windows #38 and #40 in Units 2, 4 and 5 to anchor the hoist, provided with respect to Unit 5 only, the Unit Owner of Unit 5 consents thereto;

all subject to certain conditions set forth in the Hoist Resolution, a copy of which is annexed hereto as Exhibit 13:

SKI is the current owner of Units 2, 3, 4 and 5. The Hoist Resolution was introduced by Sponsor and unanimously passed by the Board at the request of SKI.

24. Closing Costs and Adjustments. As a result of the Board requirement of prepayment of Common Charges, the anticipated 1996 Special Assessments for Capital Items, the elimination of the Working Capital Fund and the contemplated "**Board Alterations**" (as such term is defined below), the section of the Plan entitled "**Closing Costs and Adjustments**" is amended to provide that, from and after the date hereof: (i) each Purchaser shall, at the closing of title to its Unit or Units, reimburse Sponsor for any prepayment by Sponsor of Common Charges attributable to such Unit or Units and Sponsor shall assign to such Purchaser any credit which may become available with respect to such prepayment; and (ii) each such Purchaser shall be responsible for full payment of the 1996 Special Assessments for Capital Items and/or any special assessments for Board Alterations ("**Board Alterations Assessments**") assessed against its Unit or Units and shall at closing of title reimburse Sponsor for any payments made by Sponsor toward such 1996 Special Assessments for Capital Items and/or any Board Alterations Assessments; and (iii) all references to the initial contribution to the Working Capital Fund in the Plan are deleted. The form of the Purchase Agreement as previously amended and restated (the "**Amended and Restated Purchase Agreement**") shall be likewise further revised to reflect these changes.

25. Changes in Prices or Units. The Section of the Plan entitled "**Changes in Prices or Units**" is hereby amended to provide the following:

(a) Sponsor's Right of First Refusal. Notwithstanding the limitations set forth in Article VI, Section 5(e) of the By-Laws with respect to Sponsor's right of first refusal, Sponsor may negotiate with any Purchaser a longer or shorter time period for the exercise of such right of first refusal.



(b) Subdivision or Reconfiguration of Units. Should any Purchaser request or agree to the subdivision or other reconfiguration of any Unit (a "New Unit") offered for sale under the Plan, Sponsor may enter into an Amended and Restated Purchase Agreement for such New Unit without amending the Plan prior to such subdivision or reconfiguration, provided that:

(i) Purchaser consents to the preliminary floor plan for the New Unit prior to entering into an Amended and Restated Purchase Agreement;

(ii) The Amended and Restated Purchase Agreement for such New Unit contains: (A) a copy of the preliminary floor plan; (B) all information required to be disclosed to Purchaser in Schedule A of the Plan with respect to such New Unit, including without limitation, the allocation of Common Interest to such New Unit and the projected Common Charges in accordance with Schedule B as amended from time to time; and (C) a provision that Purchaser's obligation to close title to such New Unit is contingent upon the New Unit being created in accordance with the disclosures contained in such Amended and Restated Purchase Agreement and there is no material change made in the size, layout or percentage of Common Interest of the New Unit after execution of the Amended and Restated Purchase Agreement, without the consent of the Purchaser thereof; and

(iii) Sponsor submits an amendment to the Plan disclosing the subdivision or reconfiguration of the original Unit after any such Amended and Restated Purchase Agreement has been signed.

26. License and Subdivision of Unit C-3.

(a) Sponsor is in the process of negotiating with ESDC for the purchase of Unit 1E. In connection with those negotiations, Sponsor may agree that if the subdivision and reconfiguration of Units 1D and 1E are not completed by June 1, 1997, ESDC will have a right to elect prior to July 1, 1997, TIME BEING OF THE ESSENCE: (i) to cause the subdivision of Unit C-3 into two New Units: one of which would consist of approximately 400 square feet pursuant to the methodology used in Schedule A of the Plan (approximately 395 square feet pursuant to the methodology used in Schedule B of the Declaration) shown on the preliminary floor plan annexed hereto as Exhibit 14 (the "ESDC Unit"); and the other consisting of the remaining portion of Unit C-3 as shown on Exhibit 14 (the "Alternate Unit C-3"); and (ii) to purchase the ESDC Unit for the Purchase Price set forth in subparagraph (b) (or (c) if applicable) below; in which event any Purchaser who enters into an Amended and Restated Purchase Agreement for Unit C-3 will take subject to ESDC's rights pursuant to this paragraph 26.



(b) If the subdivision of Unit C-3 occurs and Units 1D and 1E are not subdivided and reconfigured and Unit 1F is not created, then, in accordance with Schedule A-1:

(i) With respect to the ESDC Unit:

(1) the Common Interest of the ESDC Unit would be approximately 0.0398%;

(2) the estimated annual Common Charges would be \$1,968.60 based on the 1996 Budget;

(3) the estimated annual Taxes would be \$1,956.15 based on the projections set forth in paragraph 9 above; and

(4) the Purchase Price for such Unit would be \$80,048;

(ii) With respect to the Alternate Unit C-3:

(1) the Common Interest of the Alternate Unit C-3 would be approximately 0.9152%;

(2) the estimated annual Common Charges would be \$45,239.93 based on the 1996 Budget;

(3) the estimated annual Taxes would be \$44,953.89 based on the projections set forth in paragraph 9 above; and

(4) the Purchase Price for such Unit would be \$1,839,580.<sup>2</sup>

(c) If the subdivision of Unit C-3 occurs and Units 1D and 1E are subdivided and reconfigured and Unit 1F is created, then in accordance with Schedule A-3:

(i) With respect to the ESDC Unit:

(1) the Common Interest of the ESDC Unit would be approximately 0.0398%;

---

<sup>2</sup>In no event will the aggregate Common Interests of these two New Units exceed the current Common Interest of Unit C-3 pursuant to Article IX of the Declaration. The Purchase Prices for these New Units are negotiable as set forth in the Section of the Plan entitled "Changes in Prices or Units," as amended.

(2) the estimated annual Common Charges would be \$1,967.18 based on the 1996 Budget;

(3) the estimated annual Taxes would be \$1,955.45 based on the projections set forth in paragraph 9 above; and

(4) the Purchase Price for such Unit would be \$80,048;

(ii) With respect to the Alternate Unit C-3:

(1) the Common Interest of the Alternate Unit C-3 would be approximately 0.9142%;

(2) the estimated annual Common Charges would be \$45,207.39 based on the 1996 Budget;

(3) the estimated annual Taxes would be \$44,937.77 based on the projections set forth in paragraph 9 above; and

(4) the Purchase Price for such Unit would be \$1,839,580.<sup>3</sup>

(d) At any time prior to the expiration of ESDC's right to purchase the ESDC Unit as set forth above, Sponsor may agree to enter into a license agreement (the "**ESDC License Agreement**") for the portion of Unit C-3 which would constitute the ESDC Unit, to be used by ESDC as a mailroom. The license granted until the ESDC License Agreement would, by its terms, expire upon the earliest to occur of: (i) the date which is sixty (60) days after the date of the closing of title by ESDC to either (x) the presently existing Unit 1E; or (y) the New Unit 1E; or (ii) the date on which ESDC closes title to the ESDC Unit; or (iii) at any time upon thirty (30) days prior written notice given by ESDC to Sponsor, as the case may be. A copy of the License Agreement will be on file with the Selling Agent.

(e) No closing of title to Unit C-3 will occur prior to the expiration of any right given to ESDC to cause Sponsor to subdivide Unit C-3 and to purchase the ESDC Unit. If such right has expired but the ESDC License Agreement is still in effect, the

---

<sup>3</sup>In no event will the aggregate Common Interests of these two New Units exceed the current Common Interest of Unit C-3 pursuant to Article IX of the Declaration. The Purchase Prices for these New Units are negotiable as set forth in the Section of the Plan entitled "**Changes in Prices or Units**," as amended.

Purchaser of Unit C-3 will be required to take title to the Alternate Unit C-3 on the terms set forth above, provided Sponsor has or elects to subdivide Unit C-3. If ESDC's right to purchase the ESDC Unit has expired or has been waived and the ESDC License Agreement has been terminated, then the Purchaser of Unit C-3 will be required to purchase Unit C-3 as currently configured at the Purchase Price and with the Common Interest as set forth on Schedule A-1 annexed hereto (or on Schedule A-3, if then in effect) (or such lower price as to which Sponsor may agree). If Purchaser is required to purchase the Alternate Unit C-3 pursuant to this subparagraph, the Purchase Price shall be no greater than \$1,839,580. Purchaser's obligation to purchase the Alternate Unit C-3 shall be contingent upon the Alternate Unit being created in accordance with the disclosures contained herein and provided Sponsor reserves the right, at any time prior to June, 1996, to subdivide Unit C-3 as set forth above, whether or not ESDC elects to cause such subdivision. Sponsor shall submit an amendment to the Plan disclosing the subdivision or reconfiguration of Unit C-3 after and in the event such subdivision occurs. Any Purchaser who enters into an Amended and Restated Purchase Agreement for the ESDC Unit shall take subject to the rights of ESDC and the Purchaser of Unit C-3 set forth herein (to the extent such rights have not terminated or otherwise expired) and shall not be entitled to close title to the ESDC Unit until the ESDC License Agreement is terminated and the rights of ESDC and the Purchaser of Unit C-3 in connection with the ESDC Unit have expired, terminated or have been otherwise waived. Sponsor makes no representations as to the when the expiration of the ESDC License Agreement will actually occur. The Purchaser of Unit C-3 shall have no right of rescission in connection with the purchase of Unit C-3 (or Alternate Unit C-3) on the terms set forth herein, unless there has been a material change in the size, layout or percentage of Common Interest of the Alternate Unit C-3 (as set forth herein) after execution of Purchaser's Amended and Restated Purchase Agreement for Unit C-3 (or Alternate C-3), made without the consent of such Purchaser. The Purchaser of the ESDC Unit shall have no right of rescission in connection with the purchase of the ESDC Unit on the terms set forth herein, unless there has been a material change in the size, layout or percentage of Common Interest of the ESDC Unit (as set forth herein) after execution of Purchaser's Amended and Restated Purchase Agreement for the ESDC Unit, made without the consent of such Purchaser. A Purchaser's obligation to close title to either the Alternate Unit C-3 or the ESDC Unit is contingent upon such New Unit being created in accordance with the terms and conditions set forth herein.

27. Permitted Encumbrances. The section of the Plan entitled "Closing of Title to Units" is amended to provide that the term "Permitted Encumbrances" shall include any and all easements

now or hereinafter granted to a Purchaser and to other Unit Owners pursuant to a duly passed amendment to the Declaration and the By-Laws.

28. Sponsor's Statement of Present Building Condition.

(a) As previously disclosed in the Second Amendment to the Plan, 633-1986 Seafood Restaurants, Inc. ("**Docks**"), the tenant occupying Units C-2, 1-A, SC-6 and SC-7 (the "**Docks Units**") under the Docks Lease, is currently operating its business in the Docks Space without a public assembly permit. It is Docks' position that the work necessary to obtain a valid place of assembly permit has been completed, except for the installation of a new entrance door which will be installed at Sponsor's expense in connection with the Lobby Work. Sponsor has not inspected Docks and makes no representations regarding the accuracy of Docks' position. Further, there can be no assurance that the City of New York will concur with Docks that no further work is required to the Docks Units for the issuance of a public assembly permit once the installation of a new entrance door has been completed. Each Purchaser should note that this violation will have to be cured before an Amended Certificate of Occupancy will be issued for the Property. For further discussion with respect to Docks and a Purchaser's rights and obligations in connection with the Docks Units, including any failure of Docks to cure this violation, please refer to paragraph 12(b) of the Second Amendment to the Plan and the Sections of the Plan entitled "**Existing Leases**" and "**Rights and Obligations of Unit Owners**," as amended.

(b) Status of Capital Improvement Work. The status of the Capital Improvement Work previously disclosed in the Plan is as follows:

(i) Supplemental Water Riser. The installation of the Supplemental Water Riser Work has been substantially completed.

(ii) Lobby Work. The Lobby Work described in the Plan has commenced. Sponsor has engaged Herbert as construction manager. Herbert is using numerous sub-contractors to perform the Lobby Work.

(iii) Exterior Wall and Window Treatment Work. The exterior wall and window treatment work has been commenced. All windows except for certain windows in Units 11-21 have been sealed. In addition, the installation of the window washing equipment has been commenced.

(iv) Class E System. The upgrading of the life safety system described in the Plan has been substantially

completed.

(v) ADA Work. The ADA Work in connection with the elevator cabs of the Building has been completed.

As previously disclosed, Sponsor has no obligation with respect to the foregoing Capital Improvement Work other than to pay for the cost thereof, and Sponsor does not make any guarantees or warranties, in either case express or implied, with respect thereto.

29. Amended Asbestos Report. Part II of the Plan is amended to include an update of the Asbestos Materials Inspection Survey dated October, 1995 prepared by GCI Environmental Advisory, Inc. ("GCI") for Sponsor (the "Amended Asbestos Report"), which discloses, inter alia, that there is additional asbestos in the Building in the mastic used to seal seams of certain fiberglass wrappings around certain air supply ducts. A copy of the Amended Asbestos Report is annexed hereto as Exhibit 15. Sponsor has no obligation to perform or pay for the remediation or abatement of any asbestos-containing materials which may be found in the Common Elements or the Units at the Condominium.

30. Additional Capital Improvements Contemplated by the Board.

(a) Board Alterations. The new Board elected on January 9, 1996 is considering making the following additional capital improvements to the Property (the "Board Alterations"):

(i) New Building Office. The Board is reviewing preliminary plans and estimated costs to build out a new building management office in the Common Elements on the sub-cellar floor. No decisions have been made to date. Sponsor, as a courtesy, has permitted the Condominium to use Unit C-1 as the building management office without cost to the Condominium since the Closing Date. However, Sponsor has informed the Board that once Unit C-1 is sold, it will no longer be available for such use. Sponsor reserves the right to enter into a temporary occupancy agreement for Unit C-1 (the "Unit C-1 Lease") with the Board to continue to permit the Condominium to use Unit C-1 as the building management office until such time as the new building office is completed. Any prospective Purchaser of Unit C-1 will take subject to the terms of the Unit C-1 Lease, if and to the extent such agreement is in effect at the closing of title to Unit C-1. However, if the Unit C-1 Lease is not in effect at the time Purchaser enters into an Amended and Restated Purchase Agreement for Unit C-1, Sponsor will not enter into the Unit C-1 Lease without Purchaser's prior written consent. A copy of the Unit C-1 Lease will be available for review at the office of the Selling

Agent.

(ii) Security System Upgrade. The current Unit Owners (other than Sponsor) have requested that the Board consider instituting an overall, co-ordinated security system for the Common Elements, which would obviate the need for alternative, individual security arrangements by each current Unit Owner with respect to entry to its Units. The Managing Agent has been directed by the Board to make proposals.

(iii) Dedication of Elevators. The Unit Owners, including Sponsor, are investigating a proposal made by ESDC requesting the upgrade and dedication of certain of the High-Rise Elevators for the exclusive use of its Units, which would be at ESDC's sole cost and expense. As a result thereof, the remaining Unit Owners (other than Sponsor) have also expressed interest in upgrading the elevator system and providing for the dedication of certain elevators in each elevator bank to each of the current Unit Owners. If the Unit Owners decide to upgrade all elevators and provide for such a dedication, the cost may be assessed as a Common Expense. It is Sponsor's present position that the Declaration will have to be amended if there is any dedication of the elevators other than as currently provided for in Article XIII of the Declaration. The dedication has not been approved as of the date this Third Amendment was submitted to the Department of Law for filing and is subject to whatever consents may be required by the Condominium Documents.

(b) No Representations and No Right of Rescission. Sponsor makes no representations as to: (i) whether the Board Alterations will be approved by the Board and/or, to the extent necessary, the Unit Owners; (ii) the time frame within which any of the Board Alterations will commence; (iii) the cost of the Board Alterations; (iv) the manner in which the Board will finance the Board Alterations; or (v) whether Sponsor's representative on the Board and/or Sponsor as a Unit Owner currently owning more than twenty-five percent (25%) of the Common Interest of all the Units will approve or disapprove of the Board Alterations or the establishment of any reserves for such Board Alterations. Each Unit Owner will be required to bear its pro rata share of any special assessments imposed by the Board to pay the cost of any duly authorized Board Alterations. See Articles II, III and Article V of the By-Laws and Article XII of the Declaration. No Purchaser entering into an Amended and Restated Purchase Agreement after the presentation date of this Third Amendment shall be entitled any right of rescission in connection with or arising out of the approval or disapproval of any of the Board Alterations, including without limitation the costs therefor or the imposition of any special assessments relating thereto.

31. Errata. The copy of the Declaration Second Amendment which was recorded was inadvertently missing two pages of the design criteria included here as part of Exhibit 3. The Declaration Third Amendment contains a reference to a non-existent Unit (Unit C-8) in the definition of "TDE Units". Sponsor is preparing a Corrective Amendment to the Declaration to rectify these errors, which will be recorded once all necessary consents and signatures have been obtained.

32. Plan as Amended by this Amendment is Incorporated by Reference. The Plan as modified and supplemented hereby is incorporated herein by reference with the same effect as if set forth herein at length. Accordingly, all provisions, schedules and exhibits heretofore contained in the Plan shall be deemed amended to reflect the provisions contained herein.

33. Conflict. Any conflict or inconsistency between the terms of this Third Amendment to the Plan and the terms of the Declaration First Amendment, the Declaration Second Amendment, the Declaration Third Amendment and/or the Declaration Fourth Amendment, to the extent the last such amendment becomes effective, (collectively, the "Declaration Amendments") shall be resolved in favor of the terms of the Declaration Amendments, as applicable.

34. Effective Period for Using Plan is Extended. The effective period for using the Plan is extended upon the filing of this Third Amendment.

35. Reservation of Right to Amend Plan. Sponsor reserves the right to further amend the Plan at any time.

36. Definition of Terms. All of the capitalized terms used in this Third Amendment not otherwise defined herein shall have the same meanings ascribed to them in the Plan (including all prior amendments thereto).

37. No Other Material Changes. There have been no material changes in the Plan except as set forth herein.

Dated: New York, New York  
February 12, 1996

THE TRAVELERS INSURANCE COMPANY  
Sponsor





SCHEDULE A-1

SCHEDULE OF UNSOLD UNITS



633 Third Avenue Condominium  
New York, New York

SCHEDULE OF UNSOLD UNITS

OFFERING PRICES AND RELATED INFORMATION FOR UNSOLD UNITS  
BASED ON CONDOMINIUM BUDGET FOR 1996  
January 1, 1996 - December 31, 1996

| Unit Designation | (1)<br>Rentable Square Feet | (2)<br>Offering Prices | (3)<br>Percentage Interest in Common Elements | (4)<br>Estimated Common Charges |              | (5)<br>Estimated Real Estate Taxes (A) |              | (6)<br>Total Estimated Real Estate Taxes and Common Charges |              |
|------------------|-----------------------------|------------------------|---|---------------------------------|--------------|--|--------------|---|--------------|
|                  |                             |                        |   | Monthly                         | Annually     | Monthly                                | Annually     | Monthly   | Annually     |
| Unit 6 *         | 44,779                      | \$7,843,461            | 4.314%  | \$17,769.26                     | \$213,231.12 | \$17,362.52                            | \$210,750.24 | \$35,331.78   | \$423,981.36 |
| Unit 7 *         | 44,779                      | \$7,902,287            | 4.322%  | \$213,602.18                    | \$213,602.18 | \$17,594.09                            | \$211,129.04 | \$35,394.27   | \$424,731.22 |
| Unit 8 *         | 41,242                      | \$7,332,645            | 3.987%  | \$16,422.78                     | \$197,073.36 | \$16,231.51                            | \$194,778.09 | \$32,654.29   | \$391,851.45 |
| Unit 9           | 41,426                      | \$7,420,656            | 4.012%  | \$16,525.21                     | \$198,302.53 | \$16,333.02                            | \$195,996.20 | \$32,858.23   | \$394,298.74 |
| Unit 10          | 41,349                      | \$7,462,330            | 4.012%  | \$16,523.51                     | \$198,282.11 | \$16,332.17                            | \$195,986.09 | \$32,855.68   | \$394,268.20 |
| Unit 29          | 19,703                      | \$4,098,334            | 1.981%  | \$8,158.83                      | \$97,905.91  | \$8,064.34                             | \$96,772.07  | \$16,223.17   | \$194,677.98 |
| Unit 30          | 19,703                      | \$4,129,072            | 1.985%  | \$8,174.98                      | \$98,099.80  | \$8,080.46                             | \$96,965.52  | \$16,255.44   | \$195,065.32 |
| S.C. - 4 **      | 6,034                       | \$603,373              | 0.523%  | \$2,155.92                      | \$25,871.02  | \$2,141.20                             | \$25,694.41  | \$4,297.12  | \$51,565.44  |
| S.C. - 5 **      | 527                         | \$52,748               | 0.046%  | \$188.47                        | \$2,261.69   | \$187.77                               | \$2,253.19   | \$376.24  | \$4,514.88   |
| S.C. - 6 *       | 568                         | \$56,764               | 0.049%  | \$202.82                        | \$2,433.89   | \$201.02                               | \$2,412.26   | \$403.85  | \$4,846.15   |
| S.C. - 7 *       | 450                         | \$45,045               | 0.039%  | \$160.95                        | \$1,931.41   | \$159.76                               | \$1,917.13   | \$320.71  | \$3,848.54   |
| C-1              | 3,047                       | \$609,494              | 0.303%  | \$1,249.08                      | \$14,989.01  | \$1,240.74                             | \$14,888.85  | \$2,489.82  | \$29,877.86  |
| C-2 *            | 663                         | \$132,654              | 0.066%  | \$271.86                        | \$3,262.30   | \$270.15                               | \$3,241.78   | \$542.01  | \$6,504.08   |
| C-3              | 9,598                       | \$1,919,628            | 0.955%  | \$3,934.04                      | \$47,208.53  | \$3,909.17                             | \$46,910.04  | \$7,843.21  | \$94,118.57  |
| C-4              | 7,802                       | \$1,560,472            | 0.776%  | \$3,198.00                      | \$38,375.97  | \$3,177.11                             | \$38,125.31  | \$6,375.11  | \$76,501.29  |
| C-5 *            | 4,741                       | \$948,274              | 0.472%  | \$1,943.37                      | \$23,320.47  | \$1,931.58                             | \$23,178.91  | \$3,874.95  | \$46,499.38  |
| C-6              | 1,239                       | \$247,812              | 0.123%  | \$507.86                        | \$6,094.33   | \$504.06                               | \$6,048.75   | \$1,011.92  | \$12,143.08  |
| C-7              | 1,971                       | \$394,176              | 0.196%  | \$807.82                        | \$9,693.79   | \$802.50                               | \$9,630.00   | \$1,610.32  | \$19,323.79  |
| I-A *            | 7,817                       | \$3,126,864            | 0.977%  | \$4,025.88                      | \$48,310.50  | \$3,985.92                             | \$47,831.07  | \$8,011.80  | \$96,141.57  |
| I-B              | 287                         | \$129,078              | 0.038%  | \$155.26                        | \$1,863.15   | \$154.37                               | \$1,852.49   | \$309.64  | \$3,715.64   |
| I-C *            | 11,938                      | \$4,178,353            | 1.417%  | \$5,834.44                      | \$70,013.32  | \$5,778.78                             | \$69,345.31  | \$11,613.22   | \$139,358.63 |
| I-D              | 1,298                       | \$259,666              | 0.129%  | \$532.15                        | \$6,385.85   | \$526.58                               | \$6,318.99   | \$1,058.74  | \$12,704.83  |
| I-E              | 490                         | \$98,068               | 0.049%  | \$200.98                        | \$2,411.74   | \$199.44                               | \$2,393.32   | \$400.42  | \$4,805.06   |

\* - Units that are subject to an Existing Lease, as more particularly described in the Existing Leases Section of the Plan.

\*\* - Units not presently being offered for sale, although Sponsor reserves the right to do so.

(A) - Estimated Real Estate Taxes include real estate taxes and business improvement district taxes.

Note: For the 1996 calendar year, there are planned capital improvements, estimated at \$411,300, such cost to be assessed against each Unit Owner in accordance with its Common Interest. Please see the Third Amendment to the Plan for details.

Schedule A-2  
 ASSESSED VALUATION OF THE UNITS FOR THE 1996/97 TAX YEAR  
 AS APPORTIONED BY THE CITY OF NEW YORK

| Unit<br>Designation | Tax<br>Lot | Actual Assessed Value |           | Tentative Assessed Value |           |
|---------------------|------------|-----------------------|-----------|--------------------------|-----------|
|                     |            | Land                  | Total     | Land                     | Total     |
| Unit 2              | 1401       | 851,279               | 1,817,892 | 933,269                  | 1,934,278 |
| Unit 3              | 1402       | 897,492               | 1,916,578 | 983,930                  | 2,039,283 |
| Unit 4              | 1403       | 898,954               | 1,919,702 | 985,533                  | 2,042,609 |
| Unit 5              | 1404       | 900,629               | 1,923,277 | 987,370                  | 2,046,410 |
| Unit 6              | 1405       | 902,090               | 1,926,399 | 988,971                  | 2,049,732 |
| Unit 7              | 1406       | 903,763               | 1,929,972 | 990,807                  | 2,053,537 |
| Unit 8              | 1407       | 833,714               | 1,780,381 | 914,012                  | 1,894,368 |
| Unit 9              | 1408       | 838,942               | 1,791,545 | 919,738                  | 1,906,243 |
| Unit 10             | 1409       | 838,942               | 1,791,545 | 919,738                  | 1,906,243 |
| Unit 11             | 1410       | 306,969               | 655,529   | 336,535                  | 697,501   |
| Unit 12             | 1411       | 355,272               | 758,680   | 389,491                  | 807,259   |
| Unit 13             | 1412       | 388,732               | 830,130   | 426,173                  | 883,283   |
| Unit 14             | 1413       | 384,971               | 827,690   | 424,297                  | 880,480   |
| Unit 15             | 1414       | 386,841               | 831,709   | 426,358                  | 884,755   |
| Unit 16             | 1415       | 387,674               | 833,498   | 427,276                  | 886,658   |
| Unit 17             | 1416       | 388,297               | 834,838   | 427,960                  | 888,081   |
| Unit 18             | 1417       | 367,311               | 789,721   | 404,833                  | 840,088   |
| Unit 19             | 1418       | 389,127               | 836,624   | 428,878                  | 889,985   |
| Unit 20             | 1419       | 389,542               | 837,517   | 429,334                  | 890,929   |
| Unit 21             | 1420       | 390,167               | 838,858   | 430,023                  | 892,358   |
| Unit 22             | 1421       | 390,997               | 840,644   | 430,938                  | 894,259   |
| Unit 23             | 1422       | 390,582               | 839,751   | 430,479                  | 893,304   |
| Unit 24             | 1423       | 389,542               | 837,517   | 429,334                  | 890,929   |
| Unit 25             | 1424       | 388,506               | 835,284   | 428,192                  | 888,554   |
| Unit 26             | 1425       | 377,908               | 812,503   | 416,513                  | 864,325   |
| Unit 27             | 1426       | 378,533               | 813,845   | 417,200                  | 865,750   |
| Unit 28             | 1427       | 413,405               | 882,821   | 453,221                  | 939,343   |
| Unit 29             | 1428       | 414,243               | 884,610   | 454,142                  | 941,246   |
| Unit 30             | 1429       | 415,079               | 886,395   | 455,058                  | 943,146   |
| Unit 31             | 1430       | 415,915               | 888,181   | 455,973                  | 945,048   |
| Unit 32             | 1431       | 416,753               | 889,968   | 456,983                  | 946,952   |
| Unit 33             | 1432       | 417,588               | 891,753   | 457,809                  | 948,848   |
| Unit 34             | 1433       | 418,216               | 893,093   | 458,493                  | 950,269   |
| Unit 35             | 1434       | 419,262               | 895,326   | 459,645                  | 952,651   |
| Unit 36             | 1435       | 420,098               | 897,112   | 460,562                  | 954,555   |
| Unit 37             | 1436       | 420,932               | 898,896   | 461,475                  | 956,452   |
| Unit 38             | 1437       | 418,633               | 893,985   | 458,952                  | 951,222   |
| Unit 39             | 1438       | 422,815               | 902,916   | 463,538                  | 960,726   |
| Unit 41-A           | 1439       | 20,282                | 43,314    | 22,240                   | 46,093    |

Schedule A-2  
 ASSESSED VALUATION OF THE UNITS FOR THE 1996/97 TAX YEAR  
 AS APPORTIONED BY THE CITY OF NEW YORK

| Unit<br>Designation | Tax<br>Lot | Actual Assessed Value |            | Tentative Assessed Value |            |
|---------------------|------------|-----------------------|------------|--------------------------|------------|
|                     |            | Land                  | Total      | Land                     | Total      |
| S.C.-1              | 1440       | 57,359                | 129,058    | 65,081                   | 136,166    |
| S.C.-2              | 1441       | 23,064                | 51,895     | 26,171                   | 54,753     |
| S.C.-3              | 1442       | 147,810               | 332,573    | 167,697                  | 350,871    |
| S.C.-4              | 1443       | 104,891               | 236,005    | 119,003                  | 248,993    |
| S.C.-5              | 1444       | 9,227                 | 20,759     | 10,471                   | 21,907     |
| S.C.-6              | 1445       | 9,826                 | 22,111     | 11,152                   | 23,334     |
| S.C.-7              | 1446       | 7,821                 | 17,599     | 8,879                    | 18,576     |
|                     |            |                       |            |                          |            |
| C-1                 | 1447       | 66,029                | 136,775    | 70,001                   | 144,270    |
| C-2                 | 1448       | 14,382                | 29,792     | 15,246                   | 31,426     |
| C-3                 | 1449       | 208,113               | 431,089    | 220,617                  | 454,685    |
| C-4                 | 1450       | 169,104               | 350,287    | 179,269                  | 369,468    |
| C-5                 | 1451       | 102,857               | 213,061    | 109,040                  | 224,729    |
| C-6                 | 1452       | 26,803                | 55,522     | 28,417                   | 58,569     |
| C-7                 | 1453       | 42,711                | 88,474     | 45,281                   | 93,324     |
|                     |            |                       |            |                          |            |
| 1-A                 | 1454       | 202,139               | 437,966    | 223,545                  | 464,548    |
| 1-B                 | 1455       | 7,862                 | 17,034     | 8,697                    | 18,072     |
| 1-C                 | 1456       | 293,173               | 635,207    | 324,219                  | 673,759    |
| 1-D                 | 1457       | 26,690                | 57,828     | 29,522                   | 61,347     |
| 1-E                 | 1458       | 10,137                | 21,965     | 11,215                   | 23,306     |
| Totals              |            | 20,879,995            | 44,684,999 | 22,918,796               | 47,519,855 |



SCHEDULE A-3

ALTERNATE SCHEDULE OF UNSOLD UNITS





633 Third Avenue Condominium  
New York, New York

ALTERNATIVE SCHEDULE OF UNSOLD UNITS

OFFERING PRICES AND RELATED INFORMATION  
BASED ON CONDOMINIUM BUDGET FOR 1996  
January 1, 1996 - December 31, 1996

| Unit Designation | (1)<br>Rentable Square Feet | (2)<br>Offering Prices | (3)<br>Percentage Interest in Common Elements | (4)<br>Estimated Common Charges |              | (5)<br>Estimated Real Estate Taxes (A) |              | (6)<br>Total Estimated Real Estate Taxes and Common Charges |              |
|------------------|-----------------------------|------------------------|---|---------------------------------|--------------|--|--------------|---|--------------|
|                  |                             |                        |   | Monthly                         | Annually     | Monthly                                | Annually     | Monthly   | Annually     |
| Unit 6 *         | 44,779                      | \$7,843,461            | 4.311%  | \$17,756.49                     | \$213,077.85 | \$17,556.20                            | \$210,674.37 | \$35,312.68   | \$423,752.22 |
| Unit 7 *         | 44,779                      | \$7,902,287            | 4.319%  | \$17,787.39                     | \$213,448.63 | \$17,587.75                            | \$211,053.03 | \$35,375.14   | \$424,501.66 |
| Unit 8 *         | 41,242                      | \$7,332,645            | 3.985%  | \$16,410.97                     | \$196,931.68 | \$16,225.66                            | \$194,707.96 | \$32,636.64   | \$391,639.65 |
| Unit 9           | 41,426                      | \$7,420,656            | 4.009%  | \$16,513.33                     | \$198,159.97 | \$16,327.14                            | \$195,925.63 | \$32,840.47   | \$394,085.60 |
| Unit 10          | 41,349                      | \$7,462,330            | 4.009%  | \$16,511.63                     | \$198,139.56 | \$16,326.29                            | \$195,915.53 | \$32,837.92   | \$394,055.08 |
| Unit 29          | 19,703                      | \$4,098,334            | 1.980%  | \$8,152.95                      | \$97,835.46  | \$8,061.43                             | \$96,737.19  | \$16,214.39   | \$194,572.65 |
| Unit 30          | 19,703                      | \$4,129,072            | 1.983%  | \$8,169.10                      | \$98,029.20  | \$8,077.55                             | \$96,930.57  | \$16,246.65   | \$194,959.77 |
| S.C. - 4 **      | 6,034                       | \$603,373              | 0.523%  | \$2,154.37                      | \$25,852.48  | \$2,140.44                             | \$25,685.24  | \$4,294.81  | \$51,537.72  |
| S.C. - 5 **      | 527                         | \$52,748               | 0.046%  | \$188.34                        | \$2,260.07   | \$187.70                               | \$2,252.39   | \$376.04  | \$4,512.46   |
| S.C. - 6 *       | 568                         | \$56,764               | 0.049%  | \$202.68                        | \$2,432.14   | \$200.95                               | \$2,411.40   | \$403.63  | \$4,843.54   |
| S.C. - 7 *       | 450                         | \$45,045               | 0.039%  | \$160.84                        | \$1,930.03   | \$159.70                               | \$1,916.45   | \$320.54  | \$3,846.47   |
| C-1              | 3,047                       | \$609,494              | 0.303%  | \$1,248.19                      | \$14,978.22  | \$1,240.29                             | \$14,883.52  | \$2,488.48  | \$29,861.74  |
| C-2 *            | 663                         | \$132,654              | 0.066%  | \$271.66                        | \$3,259.95   | \$270.05                               | \$3,240.62   | \$541.71  | \$6,500.57   |
| C-3              | 9,598                       | \$1,919,628            | 0.954%  | \$3,931.21                      | \$47,174.57  | \$3,907.77                             | \$46,893.22  | \$7,838.98  | \$94,067.79  |
| C-4              | 7,802                       | \$1,560,472            | 0.776%  | \$3,195.70                      | \$38,348.36  | \$3,175.97                             | \$38,111.65  | \$6,371.67  | \$76,460.01  |
| C-5 *            | 4,741                       | \$948,274              | 0.472%  | \$1,941.97                      | \$23,303.69  | \$1,930.88                             | \$23,170.61  | \$3,872.86  | \$46,474.30  |
| C-6              | 1,239                       | \$247,812              | 0.123%  | \$507.50                        | \$6,089.94   | \$503.88                               | \$6,046.58   | \$1,011.38  | \$12,136.53  |
| C-7              | 1,971                       | \$394,176              | 0.196%  | \$807.23                        | \$9,686.82   | \$802.21                               | \$9,626.55   | \$1,609.45  | \$19,313.36  |
| I-A *            | 7,817                       | \$3,126,864            | 0.977%  | \$4,022.96                      | \$48,275.56  | \$3,984.48                             | \$47,813.77  | \$8,007.44  | \$96,089.33  |
| I-B              | 287                         | \$129,078              | 0.038%  | \$155.15                        | \$1,861.80   | \$154.32                               | \$1,851.82   | \$309.47  | \$3,713.63   |
| I-C *            | 11,938                      | \$4,178,353            | 1.416%  | \$5,830.23                      | \$69,962.73  | \$5,776.69                             | \$69,320.27  | \$11,606.92   | \$139,283.00 |
| I-D              | 1,931                       | \$386,110              | 0.192%  | \$790.72                        | \$9,488.59   | \$782.23                               | \$9,386.79   | \$1,572.95  | \$18,875.39  |
| I-E              | 401                         | \$80,142               | 0.040%  | \$164.12                        | \$1,969.48   | \$163.00                               | \$1,956.04   | \$327.13  | \$3,925.52   |
| I-F              | 180                         | \$36,274               | 0.018%  | \$74.01                         | \$888.14     | \$73.18                                | \$878.14     | \$147.19  | \$1,766.28   |

\* - Units that are subject to an Existing Lease, as more particularly described in the Existing Leases Section of the Plan.

\*\* - Units not presently being offered for sale, although Sponsor reserves the right to do so.

(A) - Estimated Real Estate Taxes include real estate taxes and business improvement district taxes.

Note: For the 1996 calendar year, there are planned capital improvements, estimated at \$411,300, such cost to be assessed against each Unit Owner in accordance with its Common Interest. Please see the Third Amendment to the Plan for details.



Exhibit 1

ROOF RESOLUTION

RESOLVED, that the Board of Managers cause the top roof of the Condominium to be replaced, such work to begin as soon as practicable following (x) the first date on which (a) The Travelers Insurance Company ("Travelers") shall have completed the installation of the window washing rig raceway for the Condominium in accordance with the Offering Plan; (b) the New York State Urban Development Corporation ("UDC") shall have completed the installation of its mechanical and communications equipment on the top roof; (c) United Nations Development Corporation ("UNDC") and its tenant, United Nations Children's Fund, shall have completed the installation of their mechanical and communications equipment on the top roof; and (d) there shall be no substantial risk of perforation of the top roof due to roof installations then underway or planned to be completed prior to September 1, 1996 by Unit Owners other than Travelers, UDC or UNDC; or (y) such earlier date as it is determined by the Board of Managers or its agents that the then current condition of the top roof makes an earlier replacement prudent. The foregoing notwithstanding, the Board of Managers shall use all reasonable efforts to cause the replacement of the top roof of the Condominium to be completed no later than October 31, 1996.

BE IT FURTHER RESOLVED, that the cost of the roof replacement work described above shall be assessed as a Common Expense against each Unit Owner's Unit in accordance with the respective Common Interest of each of their Units.



Exhibit 2

**FIRST AMENDMENT TO  
DECLARATION AND BY-LAWS**



FIRST AMENDMENT TO THE DECLARATION

Establishing a Plan for Condominium Ownership of the Premises known as and by the street number 633 Third Avenue, New York, New York, pursuant to Article 9B of the Real Property Law of the State of New York.

NAME: THE 633 THIRD AVENUE CONDOMINIUM

SPONSOR: THE TRAVELERS INSURANCE COMPANY  
c/o Real Estate Investments  
388 Greenwich Street  
New York, New York 10013

DATE OF DECLARATION: FEBRUARY 22, 1995

PREPARED BY: HERRICK, FEINSTEIN  
Attorneys for Sponsor  
2 Park Avenue  
New York, New York 10016

The Land affected by the within instrument lies in Block 1314, on the Tax Map of the Borough of Manhattan, City, County and State of New York.

RECORD AND RETURN:  
HERRICK, FEINSTEIN  
Attorneys for Sponsor  
2 Park Avenue, 21st Floor  
New York, New York 10016  
Attn: Laura S. Norman, Esq.

F/K/A: Lot 9  
N/K/A: Lots 1401-1458, inclusive





FIRST AMENDMENT TO THE DECLARATION AND BY-LAWS  
OF THE 633 THIRD AVENUE CONDOMINIUM  
633 THIRD AVENUE  
NEW YORK, NEW YORK

The Declaration of The 633 Third Avenue Condominium, dated February 22, 1995 and recorded in the New York City Register's Office on March 9, 1995 in Reel 2189, Page 0766 (the "Declaration") is hereby amended pursuant to Article XIX of the Declaration and the offering plan to convert the premises known as 633 Third Avenue, New York, New York to condominium ownership, dated approximately February 10, 1995, as amended (the "Plan"). All capitalized terms used in this Amendment shall have the same meanings set forth in Schedule C of the Declaration, unless the context otherwise requires.

A. Paragraph 1 of Section E of Article XI of the Declaration is amended to add the following subdivision (g) to the term "Easement Zones":

"(g) an area approximately 30 inches by 20 inches adjacent to the freight elevator on each floor of the Building from the 2nd Floor through the 10th Floor, inclusive and the 28th Floor through the 39th Floor, inclusive, an example of which is annexed hereto as Exhibit A (the 'Condenser Water Riser Easement Zone')."

B. Paragraph 12 of Section E of Article XI of the Declaration is amended to add the following sentence at the end thereof:

"The Condenser Water Riser Easement Zone shall be used solely in connection with the installation, maintenance, use of and the performance of Work to the Supplemental Water Riser."

C. Section B of Article XXV of the Declaration is amended to add the following paragraphs:

"7. All references in the Declaration and By-Laws to "Easement Zones" shall be deemed to include the Condenser Water Riser Easement Zone.

"8. All references in the Declaration and By-Laws to "Declarant Easement Zones" shall be deemed to include the Condenser Water Riser Easement Zone."

D. Schedule C, Definitions, of the Declaration is amended to add the following definition:

" 'Roof Resolution' shall mean that certain unanimous joint resolution of the Board of Managers

and Unit Owners, dated as of August 8, 1995 authorizing and directing the replacement of the top roof of the Building, a copy of which is annexed hereto as Exhibit B."

E. Pursuant to Article X of the By-Laws, Section 11 of Article II of the By-Laws and Section 9 of Article III of the By-Laws are each amended to add the following paragraph:

"Notwithstanding anything to the contrary contained herein, the Roof Resolution may only be amended, rescinded or otherwise modified by the vote of Unit Owners owning Units having aggregate Common Interests of not less than ninety (90%) percent of all Units, cast in person or by proxy at a meeting of the Unit Owners held for such purpose."

IN WITNESS WHEREOF, the Board of Managers of the 633 Third Avenue Condominium has caused this First Amendment to the Declaration to be executed as of August 8, 1995.

THE BOARD OF MANAGERS  
THE 633 THIRD AVENUE CONDOMINIUM

By: 

Anne Nelson Zahner  
Its President

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK )

On the 8<sup>TH</sup> day of August, 1995, before me personally came Anne Nelson Zahner to me known to be the individual who executed to foregoing instrument, and who, being duly sworn by me, did depose and say that she resides at 388 GREENWICH ST.; that she is the President of the Board of Managers of the 633 Third Avenue Condominium, the condominium described herein and which executed the above instrument; that she signed her name thereto by order of the board of managers of the condominium and that she had authority to sign the same, and acknowledged that she executed the same as the act and deed of said condominium.


  
Notary Public

DONALD WALDAUER  
Notary Public, State of New York  
No. 31-9502160  
Qualified in New York County  
Commission Expires June 30, 1996

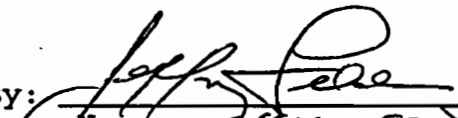
CERTIFICATION

THE TRAVELERS INSURANCE COMPANY, THE UNITED NATIONS DEVELOPMENT CORPORATION and THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION, being the sole Unit Owners of The 633 Third Avenue Condominium, located at 633 Third Avenue, New York, New York, hereby certify that they have each consented to the adoption of the attached Amendment to the Declaration and By-Laws of The 633 Third Avenue Condominium in accordance with the terms thereof.


THE TRAVELERS INSURANCE COMPANY

By:   
 Anne Nelson Zahner,  
 Its Vice President

THE UNITED NATIONS DEVELOPMENT CORPORATION

By:   
 Name: JEFFREY FELDMAN  
 Title: E.U.D.

THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION

By:   
 Name: Joseph A. Branca  
 Title: Chief Financial Officer

STATE OF NEW YORK )  
 ) SS.:  
 COUNTY OF NEW YORK )

On the 8<sup>TH</sup> day of August, 1995, before me personally came Anne Nelson Zahner to me known, who, being by me duly sworn, did depose and say that she resides at 38 E GREENWICH ST; that she is a Vice President of THE TRAVELERS INSURANCE COMPANY, the corporation described in, and which executed the above instrument; that she signed her name thereto by order of the board of directors of said corporation.

Donald Waldauer

Notary Public

STATE OF NEW YORK )  
 ) SS.:  
 COUNTY OF NEW YORK )

**DONALD WALDAUER**  
 Notary Public, State of New York  
 No. 31-9502160  
 Qualified in New York County  
 Commission Expires June 30, 1996

On the 8<sup>TH</sup> day of August, 1995, before me personally came JEFFREY FRIEDMAN to me known, who, being by me duly sworn, did depose and say that he resides at 2 UNITED NATIONS PLAZA N.Y.C.; that he is a EXECUTIVE VICE PRES of THE UNITED NATIONS DEVELOPMENT CORPORATION, the corporation described in, and which executed the above instrument; that she signed her name thereto by order of the board of directors of said corporation.

Donald Waldauer

Notary Public

STATE OF NEW YORK )  
 ) SS.:  
 COUNTY OF NEW YORK )

**DONALD WALDAUER**  
 Notary Public, State of New York  
 No. 31-9502160  
 Qualified in New York County  
 Commission Expires June 30, 1996

On the 8<sup>TH</sup> day of August, 1995, before me personally came JOSEPH A BRANCA to me known, who, being by me duly sworn, did depose and say that he resides at 1515 BROADWAY NY, NY; that he is a CHIEF FINANCIAL OFFICER of THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION, the corporation described in, and which executed the above instrument; that she signed her name thereto by order of the board of directors of said corporation.

Donald Waldauer

Notary Public

**DONALD WALDAUER**  
 Notary Public, State of New York  
 No. 31-9502160  
 Qualified in New York County  
 Commission Expires June 30, 1996

# Exhibit A

FIRE STAIR  
TOWER

FIRE TOWER

ALTERATION  
LOCATION OF  
FIRE CABINET

UNIT/  
COMMON  
LINE

AREA  
FOR  
UNOC/UC  
ELECTRICAL  
RAISER ✓

APPROX.  
2'5"

5'7" MAX

RELOCATED  
DOOR TO  
FIRE  
STAIRS.  
TO  
COMPLY  
W/CODE

FREIGHT  
LOBBY

LOCATION OF CONDENSER WATER-  
TANKS

FEL 243 PG 1136



## EXHIBIT B

## ROOF RESOLUTION

RESOLVED, that the Board of Managers cause the top roof of the Condominium to be replaced, such work to begin as soon as practicable following (x) the first date on which (a) The Travelers Insurance Company ("Travelers") shall have completed the installation of the window washing rig raceway for the Condominium in accordance with the Offering Plan; (b) the New York State Urban Development Corporation ("UDC") shall have completed the installation of its mechanical and communications equipment on the top roof; (c) United Nations Development Corporation ("UNDC") and its tenant, United Nations Children's Fund, shall have completed the installation of their mechanical and communications equipment on the top roof; and (d) there shall be no substantial risk of perforation of the top roof due to roof installations then underway or planned to be completed prior to September 1, 1996 by Unit Owners other than Travelers, UDC or UNDC; or (y) such earlier date as it is determined by the Board of Managers or its agents that the then current condition of the top roof makes an earlier replacement prudent. The foregoing notwithstanding, the Board of Managers shall use all reasonable efforts to cause the replacement of the top roof of the Condominium to be completed no later than October 31, 1996.

BE IT FURTHER RESOLVED, that the cost of the roof replacement work described above shall be assessed as a Common Expense against each Unit Owner's Unit in accordance with the respective Common Interests of each of their Units.





FIRST AMENDMENT TO THE DECLARATION

Establishing a Plan for Condominium Ownership of the Premises known as and by the street number 633 Third Avenue, New York, New York, pursuant to Article 9B of the Real Property Law of the State of New York.

NAME: THE 633 THIRD AVENUE CONDOMINIUM

SPONSOR: THE TRAVELERS INSURANCE COMPANY  
c/o Real Estate Investments  
388 Greenwich Street  
New York, New York 10013

DATE OF DECLARATION: FEBRUARY 22, 1995

PREPARED BY: HERRICK, FEINSTEIN  
Attorneys for Sponsor  
2 Park Avenue  
New York, New York 10016

The Land affected by the within instrument lies in Block 1314, on the Tax Map of the Borough of Manhattan, City, County and State of New York.

RECORD AND RETURN:  
HERRICK, FEINSTEIN  
Attorneys for Sponsor  
2 Park Avenue, 21st Floor  
New York, New York 10016  
Attn: Laura S. Norman, Esq.

| F/K/A: Lot 9<br>N/K/A: Lots | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation |
|-----------------------------|---------|---------------------|---------|---------------------|---------|---------------------|---------|---------------------|---------|---------------------|
|                             | 1401    | 2                   | 1413    | 14                  | 1425    | 26                  | 1437    | 38                  | 1449    | C-3                 |
|                             | 1402    | 3                   | 1414    | 15                  | 1426    | 27                  | 1438    | 39                  | 1450    | C-4                 |
|                             | 1403    | 4                   | 1415    | 16                  | 1427    | 28                  | 1439    | 41-A                | 1451    | C-5                 |
|                             | 1404    | 5                   | 1416    | 17                  | 1428    | 29                  | 1440    | SC-1                | 1452    | C-6                 |
|                             | 1405    | 6                   | 1417    | 18                  | 1429    | 30                  | 1441    | SC-2                | 1453    | C-7                 |
|                             | 1406    | 7                   | 1418    | 19                  | 1430    | 31                  | 1442    | SC-3                | 1454    | 1-A                 |
|                             | 1407    | 8                   | 1419    | 20                  | 1431    | 32                  | 1443    | SC-4                | 1455    | 1-B                 |
|                             | 1408    | 9                   | 1420    | 21                  | 1432    | 33                  | 1444    | SC-5                | 1456    | 1-C                 |
|                             | 1409    | 10                  | 1421    | 22                  | 1433    | 34                  | 1445    | SC-6                | 1457    | 1-D                 |
|                             | 1410    | 11                  | 1422    | 23                  | 1434    | 35                  | 1446    | SC-7                | 1458    | 1-E                 |
|                             | 1411    | 12                  | 1423    | 24                  | 1435    | 36                  | 1447    | C-1                 |         |                     |
|                             | 1412    | 13                  | 1424    | 25                  | 1436    | 37                  | 1448    | C-2                 |         |                     |



**CITY REGISTER RECORDING AND ENDORSEMENT PAGE**  
**- NEW YORK COUNTY -**

*(This page forms part of the instrument)*

13

|                              |   |
|------------------------------|---|
| Block(s) <u>1314</u>         | Record & Return to: <u>Herrik Feinstein</u>                 |
| Lot(s) <u>various</u>        | <u>2 Park Ave, N.Y. N.Y.</u>                                |
| <u>See attached Schedule</u> | Title/Agent Company name: <u>Titan Title Guarantee Corp</u> |
|                              | Title Company number: <u>4195-74887</u>                     |

**OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

**THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:**

**Examined by (e):**

20188

|   |                 |
|---|-----------------|
| Mtge Tax Serial No. ....  |                 |
| Mtge Amount .....   | \$ .....        |
| Taxable Amount .....  | \$ .....        |
| Exemption (✓) ..... YES <input type="checkbox"/> NO <input type="checkbox"/>        |                 |
| Type: [339EE] [255] [OTHER _____]<br><small>CIRCLE ONE IF</small>                   |                 |
| Dwelling Type: [1 to 2] [3] [4 to 6] [OVER 6]<br><small>CIRCLE ONE IF</small>       |                 |
| <b>TAX RECEIVED ON ABOVE MORTGAGE ▼</b>   |                 |
| County (basic) .....  | \$ .....        |
| City (Add'l) .....  | \$ .....        |
| Spec Add'l .....  | \$ .....        |
| TASF .....  | \$ .....        |
| MTA .....   | \$ .....        |
| NYCTA .....   | \$ .....        |
| <b>TOTAL TAX</b> .....  | <b>\$</b> ..... |
| Apportionment Mortgage (✓) YES <input type="checkbox"/> NO <input type="checkbox"/> |                 |

**City Register**  
**Serial Number**

|  |                                  |
|--|----------------------------------|
| Indexed<br>By (S): <u>RL</u>                   | Verified<br>By (S): <u>RL</u>    |
| Block(s) and Lot(s) verified by (✓): <u>RL</u> |                                  |
| Address <input checked="" type="checkbox"/>    | Tax Map <input type="checkbox"/> |
| Extra Block(s) _____                           | Lot(s) <u>57</u>                 |

|                          |               |
|--------------------------|---------------|
| Recording Fee <u>B</u>   | \$ <u>233</u> |
| Affidavit Fee (C) _____  | \$ _____      |
| TP-584/582 Fee (Y) _____ | \$ _____      |
| RPTT Fee (R) _____       | \$ _____      |

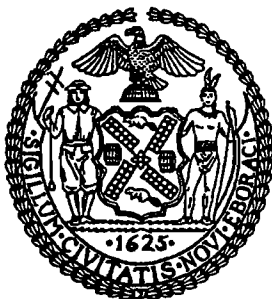
|                                |                                |
|--------------------------------|--------------------------------|
| HPD-A <input type="checkbox"/> | HPD-C <input type="checkbox"/> |
|--------------------------------|--------------------------------|

New York State Real Estate Transfer Tax ▼  
 \$ \_\_\_\_\_

Serial  
 Number ➡ \_\_\_\_\_

New York City Real  
 Property Transfer Tax  
 Serial Number ➡ \_\_\_\_\_

New York State  
 Gains Tax  
 Serial Number ➡ \_\_\_\_\_



**RECORDED IN NEW YORK COUNTY  
OFFICE OF THE CITY REGISTER**

1995 SEP 14 A 11:24

**Witness My Hand and Official Seal**

## City Register

|        |          |
|--------|----------|
| 0-CONV | 730755   |
|        | \$233.00 |

CRGFM89N.BPG 1/93



Exhibit 3

SECOND AMENDMENT TO DECLARATION AND  
DESIGN CRITERIA FOR WINDOW LOUVERS



## SECOND AMENDMENT TO THE DECLARATION

Establishing a Plan for Condominium Ownership of the Premises known as and by the street number 633 Third Avenue, New York, New York, pursuant to Article 9B of the Real Property Law of the State of New York.

NAME: THE 633 THIRD AVENUE CONDOMINIUM

SPONSOR: THE TRAVELERS INSURANCE COMPANY  
c/o Real Estate Investments  
388 Greenwich Street  
New York, New York 10013

DATE OF DECLARATION: FEBRUARY 22, 1995

PREPARED BY: HERRICK, FEINSTEIN  
Attorneys for Sponsor  
2 Park Avenue  
New York, New York 10016

The Land affected by the within instrument lies in Block 1314, on the Tax Map of the Borough of Manhattan, City, County and State of New York.

RECORD AND RETURN:  
HERRICK, FEINSTEIN LLP  
Attorneys for Sponsor  
2 Park Avenue, 21st Floor  
New York, New York 10016  
Attn: Laura S. Norman, Esq.

| F/K/A: Lot 9<br>N/K/A: Lots | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation |
|-----------------------------|---------|---------------------|---------|---------------------|---------|---------------------|---------|---------------------|---------|---------------------|
|                             | 1401    | 2                   | 1413    | 14                  | 1425    | 26                  | 1437    | 38                  | 1449    | C-3                 |
|                             | 1402    | 3                   | 1414    | 15                  | 1426    | 27                  | 1438    | 39                  | 1450    | C-4                 |
|                             | 1403    | 4                   | 1415    | 16                  | 1427    | 28                  | 1439    | 41-A                | 1451    | C-5                 |
|                             | 1404    | 5                   | 1416    | 17                  | 1428    | 29                  | 1440    | SC-1                | 1452    | C-6                 |
|                             | 1405    | 6                   | 1417    | 18                  | 1429    | 30                  | 1441    | SC-2                | 1453    | C-7                 |
|                             | 1406    | 7                   | 1418    | 19                  | 1430    | 31                  | 1442    | SC-3                | 1454    | 1-A                 |
|                             | 1407    | 8                   | 1419    | 20                  | 1431    | 32                  | 1443    | SC-4                | 1455    | 1-B                 |
|                             | 1408    | 9                   | 1420    | 21                  | 1432    | 33                  | 1444    | SC-5                | 1456    | 1-C                 |
|                             | 1409    | 10                  | 1421    | 22                  | 1433    | 34                  | 1445    | SC-6                | 1457    | 1-D                 |
|                             | 1410    | 11                  | 1422    | 23                  | 1434    | 35                  | 1446    | SC-7                | 1458    | 1-E                 |
|                             | 1411    | 12                  | 1423    | 24                  | 1435    | 36                  | 1447    | C-1                 |         |                     |
|                             | 1412    | 13                  | 1424    | 25                  | 1436    | 37                  | 1448    | C-2                 |         |                     |

SECOND AMENDMENT TO THE DECLARATION AND BY-LAWS  
OF THE 633 THIRD AVENUE CONDOMINIUM  
633 THIRD AVENUE  
NEW YORK, NEW YORK

The Declaration of The 633 Third Avenue Condominium, dated February 22, 1995 and recorded in the New York City Register's Office, New York County on March 9, 1995 in Reel 2189, Page 0766 (the "Original Declaration") as amended by that certain First Amendment to the Original Declaration and By-Laws, dated August 8, 1995 and recorded in the New York City Register's Office, New York County on September 14, 1995 in Reel 2243, Page 1131 (the "First Amendment") is hereby further amended pursuant to Article XIX of the Declaration. All capitalized terms used in this Second Amendment shall have the same meanings set forth in Schedule C of the Declaration, unless the context otherwise requires. References in this Second Amendment to the "Declaration" shall be deemed to refer to the Original Declaration as amended by the First Amendment.

A. Section B of Article XI of the Declaration is amended to add the following paragraph 7:

"7. Each Unit Owner having the right to install air intake and exhaust louvers in its Unit pursuant to Paragraph 5 of Section D of Article XII of the Declaration shall have an easement over such portions of the Common Elements as shall be necessary, convenient or appropriate to install, maintain, make Repairs and Alterations to such louvers."

B. Section D of Article XII of the Declaration is amended to add the following Paragraph 5:

"5. Notwithstanding anything to the contrary contained in the Declaration or By-Laws, any Unit Owner of any of Units 2 through and including 10 and Units 12 through and including Unit 39 may replace the windows in its Unit with louvers for intake and exhaust of air in connection with the supplemental cooling and/or ventilation of such Unit subject to the following conditions:

- (a) such Unit Owner has first obtained its pro rata share of supplemental chilled or condenser water from the Supplemental Water Riser, to the extent available; and
- (b) such Unit Owner has fully used its Permitted Supplemental Water Load with respect to such Unit; and
- (c) the design, number and location of the louvers shall be limited as follows:



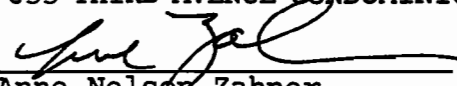
- (i) For Units 2 through and including 10, one louver immediately south of column line J5 for intake and one louver immediately south of column line J6 for discharge as indicated on the Floor Plan for each such Unit;
- (ii) For Unit 12, one louver immediately north of column line H4 for intake and one louver immediately south of column line H7 for discharge as indicated on the Floor Plan for Unit 12;
- (iii) For Units 13 through and including 39, one louver immediately south of column line H5 for intake and one louver immediately south of column line H6 for discharge as indicated on the Floor Plan for each such Unit;
- (iv) Each Unit Owner exercising its rights under this Paragraph shall be responsible to maintain and make Repairs and Alterations to its louvers and shall be responsible for leakage and damage to any other Unit and to the Building; and
- (v) All such louvers must be designed in accordance with the criteria set forth on Exhibit 1 annexed hereto.

All such Work shall be performed in accordance with the General Work Conditions set forth in the Declaration. Notwithstanding the foregoing, the United Nations Development Corporation and the New York State Urban Development Corporation shall be deemed to have complied with sub-paragraphs (a) and (b) above.

C. All other terms and conditions of the Declaration and By-Laws remain unmodified and in full force and effect.


IN WITNESS WHEREOF, the Board of Managers of the 633 Third Avenue Condominium has caused this Second Amendment to the Declaration to be executed as of October 11, 1995.

THE BOARD OF MANAGERS  
THE 633 THIRD AVENUE CONDOMINIUM

By:   
Anne Nelson Zahner  
Its President

STATE OF NEW YORK                    )  
  ) SS.:  
COUNTY OF NEW YORK                )

On the 11<sup>th</sup> day of October, 1975 before me personally came Anne Nelson Zahner to me known to be the individual who executed to foregoing instrument, and who, being duly sworn by me, did depose and say that she resides at 308 Greenwich St, N.Y.; that she is the President of the Board of Managers of the 633 Third Avenue Condominium, the condominium described herein and which executed the above instrument; that she signed her name thereto by order of the board of managers of the condominium and that she had authority to sign the same, and acknowledged that she executed the same as the act and deed of said condominium.

  
Notary Public

MATTHEW C. LAMSTEIN  
Notary Public, State of New York  
No. 02LA5046989  
Qualified in New York County  
Commission Expires July 24, 1987

SO. IN  
RIGIN

193039 Window Rehabilitation  
613 Third Avenue, New York, New York

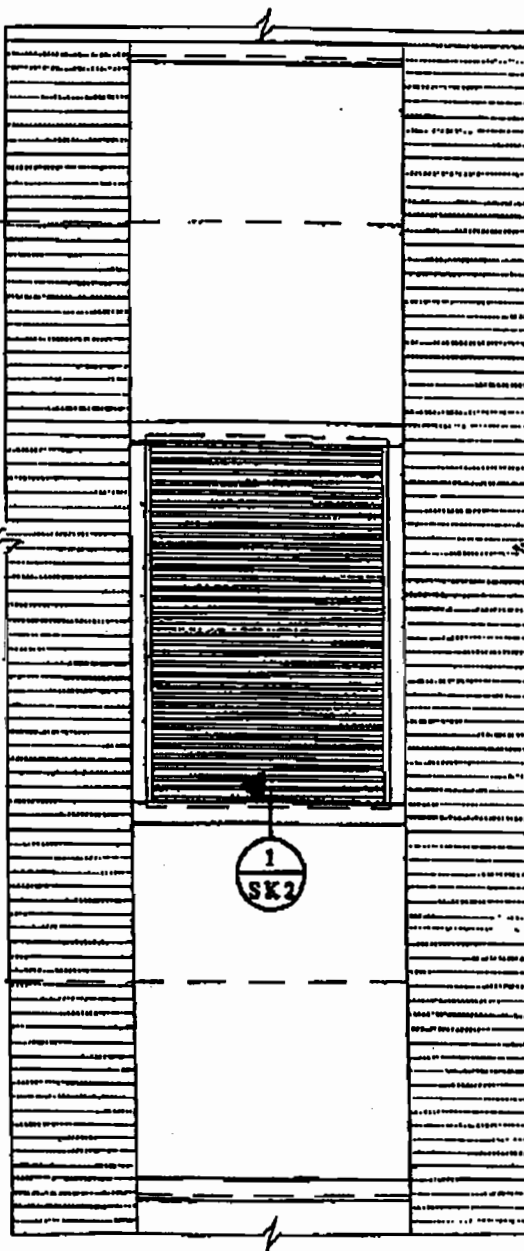
FLOOR LINE

SPANDREL

LOUVER

FLOOR LINE

SPANDREL

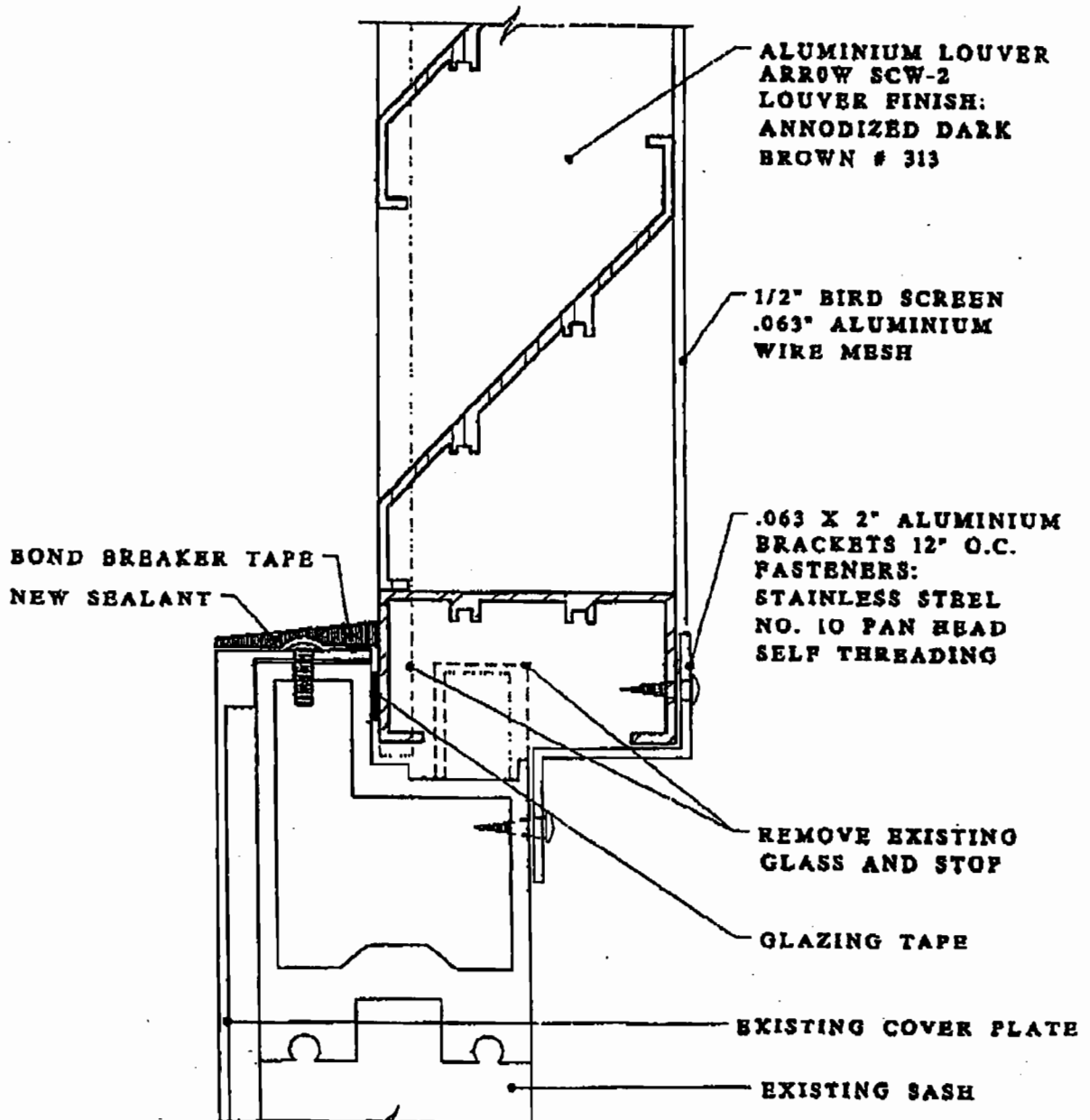


**WINDOW ELEVATION**

SCALE: 3/8" = 1' 0"

50 IN  
ORIGINAL

123039 Window Rehabilitation  
633 Third Avenue, New York, New York



**SECTION AT SILL**  
SCALE: FULL

Copyright 1988 Hoffmann Architects

3 October 1995 SK2

OCT-05-1995 08:35

203 239 6340

93%

P.03

OCT 9 '95 10:36

TOTAL P.03  
PAGE.003

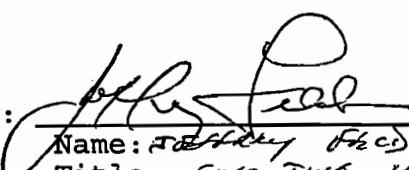
CERTIFICATION

THE TRAVELERS INSURANCE COMPANY, THE UNITED NATIONS DEVELOPMENT CORPORATION and THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION, being the sole Unit Owners of The 633 Third Avenue Condominium, located at 633 Third Avenue, New York, New York, hereby certify that they have each consented to the adoption of the attached Second Amendment to the Declaration of The 633 Third Avenue Condominium in accordance with the terms thereof.


THE TRAVELERS INSURANCE COMPANY

By:   
 Anne Nelson Zahner,  
 Its Vice President

THE UNITED NATIONS DEVELOPMENT CORPORATION

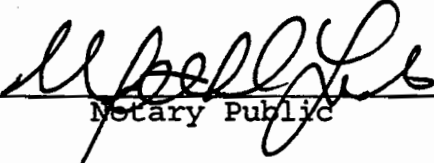
By:   
 Name: Anthony Friedman  
 Title: EXECUTIVE VICE PRESIDENT

THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION

By:   
 Name: Joseph Branca  
 Title: Chief Financial Officer

STATE OF NEW YORK     )  
                                   ) SS.:  
 COUNTY OF NEW YORK    )

On the 11<sup>th</sup> day of October, 1995, before me personally came Anne Nelson Zahner to me known, who, being by me duly sworn, did depose and say that she resides at 383 Greenwich St., NY, NY; that she is a Vice President of THE TRAVELERS INSURANCE COMPANY, the corporation described in, and which executed the above instrument; that she signed her name thereto by order of the board of directors of said corporation.

  
 Notary Public

MATTHEW C. LAMSTEIN  
 Notary Public, State of New York  
 No. 02LA5046989  
 Qualified in New York County  
 Commission Expires July 24, 1997

STATE OF NEW YORK     )  
                                   ) SS.:  
 COUNTY OF NEW YORK    )

On the 11<sup>th</sup> day of October, 1995, before me personally came Jeffrey Feldman to me known, who, being by me duly sworn, did depose and say that he resides at 2 United Nations Plaza, NY, NY; that he is a Executive Vice President of THE UNITED NATIONS DEVELOPMENT CORPORATION, the corporation described in, and which executed the above instrument; that she signed her name thereto by order of the board of directors of said corporation.

  
 Notary Public

MATTHEW C. LAMSTEIN  
 Notary Public, State of New York  
 No. 02LA5046989  
 Qualified in New York County  
 Commission Expires July 24, 1997

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK )

On the 11<sup>th</sup> day of October, 1995, before me personally came Joseph A. Branca to me known, who, being by me duly sworn, did depose and say that he resides at 35 Transverse Road NY; that he is a Chief Financial Officer of THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION, the corporation described in, and which executed the above instrument; that she signed her name thereto by order of the board of directors of said corporation.

Gandelaira Benitez  
Notary Public

GANDELAIRA BENITEZ  
Notary Public, State of New York  
No. 41-4761437  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires February 23, 1997

F/K/A: Lot 9  
N/K/A: Lots

| Tax Lot | Unit Designation | Tax Lot | Unit Designation | Tax Lot | Unit Designation | Tax Lot | Unit Designation | Tax Lot | Unit Designation |
|---------|------------------|---------|------------------|---------|------------------|---------|------------------|---------|------------------|
| 1401    | 2                | 1413    | 14               | 1425    | 26               | 1437    | 38               | 1449    | C-3              |
| 1402    | 3                | 1414    | 15               | 1426    | 27               | 1438    | 39               | 1450    | C-4              |
| 1403    | 4                | 1415    | 16               | 1427    | 28               | 1439    | 41-A             | 1451    | C-5              |
| 1404    | 5                | 1416    | 17               | 1428    | 29               | 1440    | SC-1             | 1452    | C-6              |
| 1405    | 6                | 1417    | 18               | 1429    | 30               | 1441    | SC-2             | 1453    | C-7              |
| 1406    | 7                | 1418    | 19               | 1430    | 31               | 1442    | SC-3             | 1454    | 1-A              |
| 1407    | 8                | 1419    | 20               | 1431    | 32               | 1443    | SC-4             | 1455    | 1-B              |
| 1408    | 9                | 1420    | 21               | 1432    | 33               | 1444    | SC-5             | 1456    | 1-C              |
| 1409    | 10               | 1421    | 22               | 1433    | 34               | 1445    | SC-6             | 1457    | 1-D              |
| 1410    | 11               | 1422    | 23               | 1434    | 35               | 1446    | SC-7             | 1458    | 1-E              |
| 1411    | 12               | 1423    | 24               | 1435    | 36               | 1447    | C-1              |         |                  |
| 1412    | 13               | 1424    | 25               | 1436    | 37               | 1448    | C-2              |         |                  |

210418.1092895

633 3-4 one.



**CITY REGISTER RECORDING AND ENDORSEMENT PAGE  
- NEW YORK COUNTY -**

(This page forms part of the instrument)

4

REEL 2, 260, 004

|                             |   |
|-----------------------------|---|
| Block(s) <u>1314</u>        | Record & Return to: <u>HERRICK, FEINSTEIN, LLP</u>            |
| Lot(s) <u>See attached.</u> | Title/Agent Company name: <u>2 PARK AVE., N.Y. N.Y. 10016</u> |
|                             | Title Company number: <u>41-95-00061</u>                      |

**OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE**

**THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:**

|  |  |   |
|--|--|---|
| Examined by (s): _____   |  | City Register Serial Number <b>026027</b>   |
| Mtge Tax Serial No. _____  |  | Indexed By (s): <u>RL</u> Verified By (s): <u>BH</u>  |
| Mtge Amount \$ _____   |  |   |
| Taxable Amount \$ _____  |  | Block(s) and Lot(s) verified by (s) <u>[Signature]</u><br>Address <input checked="" type="checkbox"/> Tax Map <input type="checkbox"/><br>Extra Block(s) _____ Lot(s) <u>57</u> |
| Exemption (s) _____ YES <input type="checkbox"/> NO <input type="checkbox"/>                               |  |   |
| Type: <u>[339EE]</u> <u>[255]</u> <u>[OTHER _____]</u><br><small>CIRCLE ONE (S)</small>                    |  | Recording Fee <u>5</u> \$ <u>238</u>  |
| Dwelling Type: <u>[1 to 2]</u> <u>[3]</u> <u>[4 to 6]</u> <u>[OVER 6]</u><br><small>CIRCLE ONE (S)</small> |  | Affidavit Fee (C) \$ _____  |
| <b>TAX RECEIVED ON ABOVE MORTGAGE ▼</b>  |  | TP-584/582 Fee (Y) \$ _____   |
| County (basic) \$ _____  |  | RPTT Fee (R) \$ _____   |
| City (Add'l) \$ _____  |  | HPD-A <input type="checkbox"/> HPD-C <input type="checkbox"/>   |
| Spec Add'l \$ _____  |  | <b>New York State Real Estate Transfer Tax ▼</b>  |
| TASF \$ _____  |  | \$ _____  |
| MTA \$ _____   |  | Serial Number → _____   |
| NYCTA \$ _____   |  | <b>New York City Real Property Transfer Tax</b>   |
| <b>TOTAL TAX</b> \$ _____  |  | Serial Number → _____   |
| Apportionment Mortgage (s) YES <input type="checkbox"/> NO <input type="checkbox"/>                        |  | <b>New York State Gains Tax</b>   |
|  |  | Serial Number → _____   |

Joy A. Bobrow, City Register

**RECORDED IN NEW YORK COUNTY  
OFFICE OF THE CITY REGISTER**

1995 NOV 28 P 1:17

Witness My Hand and Official Seal

*Joy A. Bobrow*

City Register



0-CONV 747338 \$238.00

# EXHIBIT 1

193039 Window Rehabilitation  
633 Third Avenue, New York, New York

FLOOR LINE

SPANDREL

1  
SK 2

LOUVER

1  
SK 3

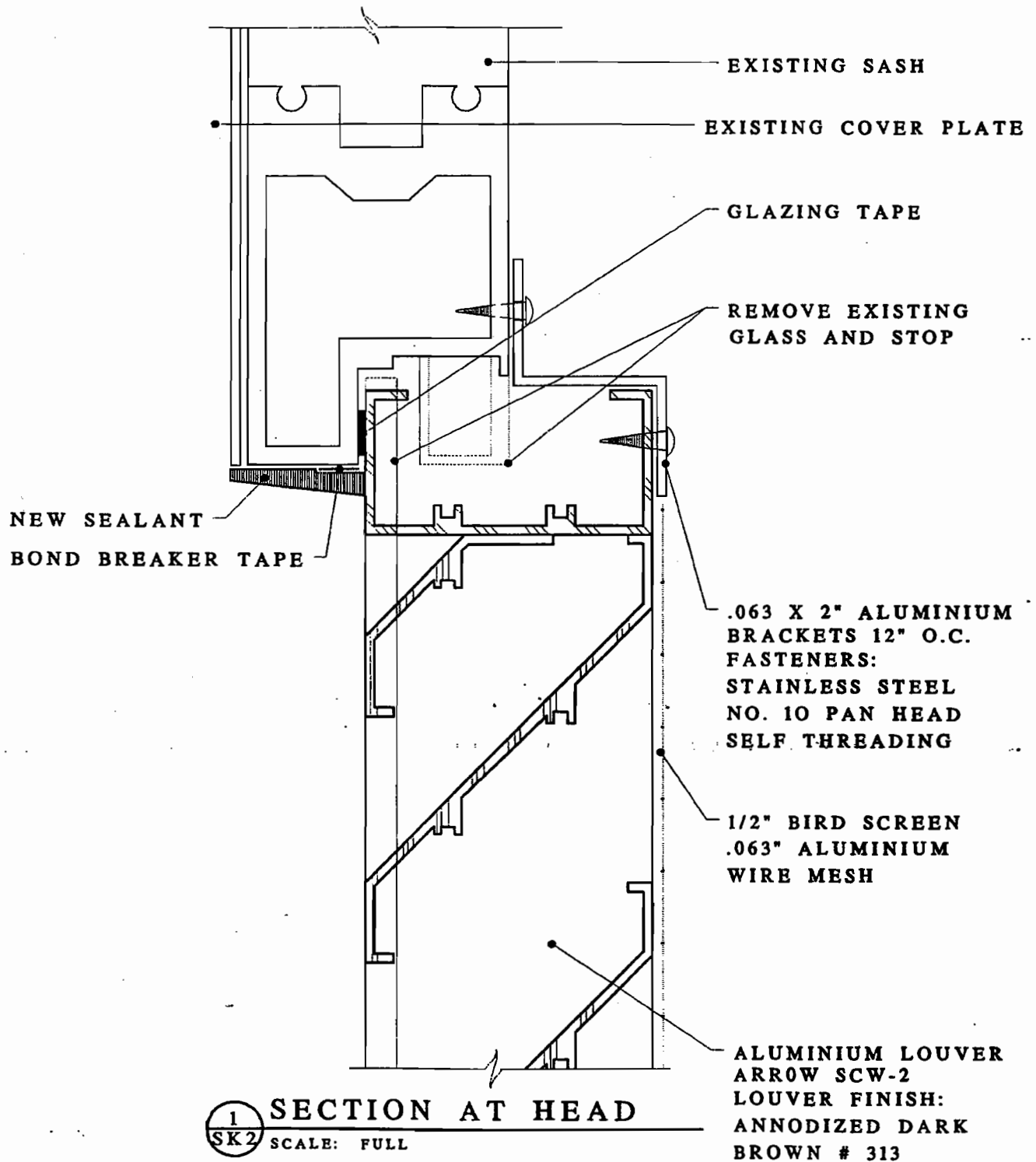
1  
SK 4

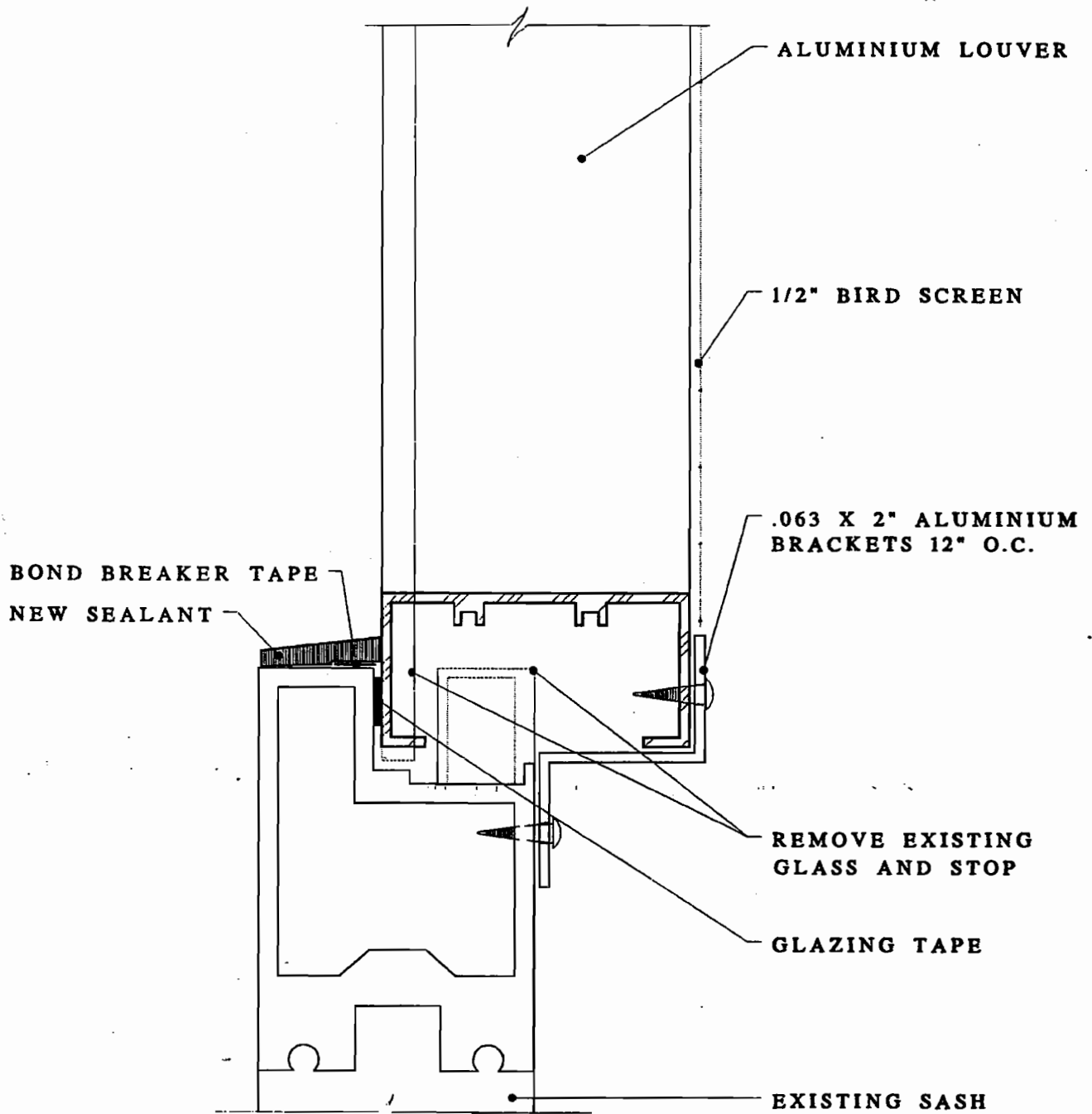
SPANDREL

FLOOR LINE

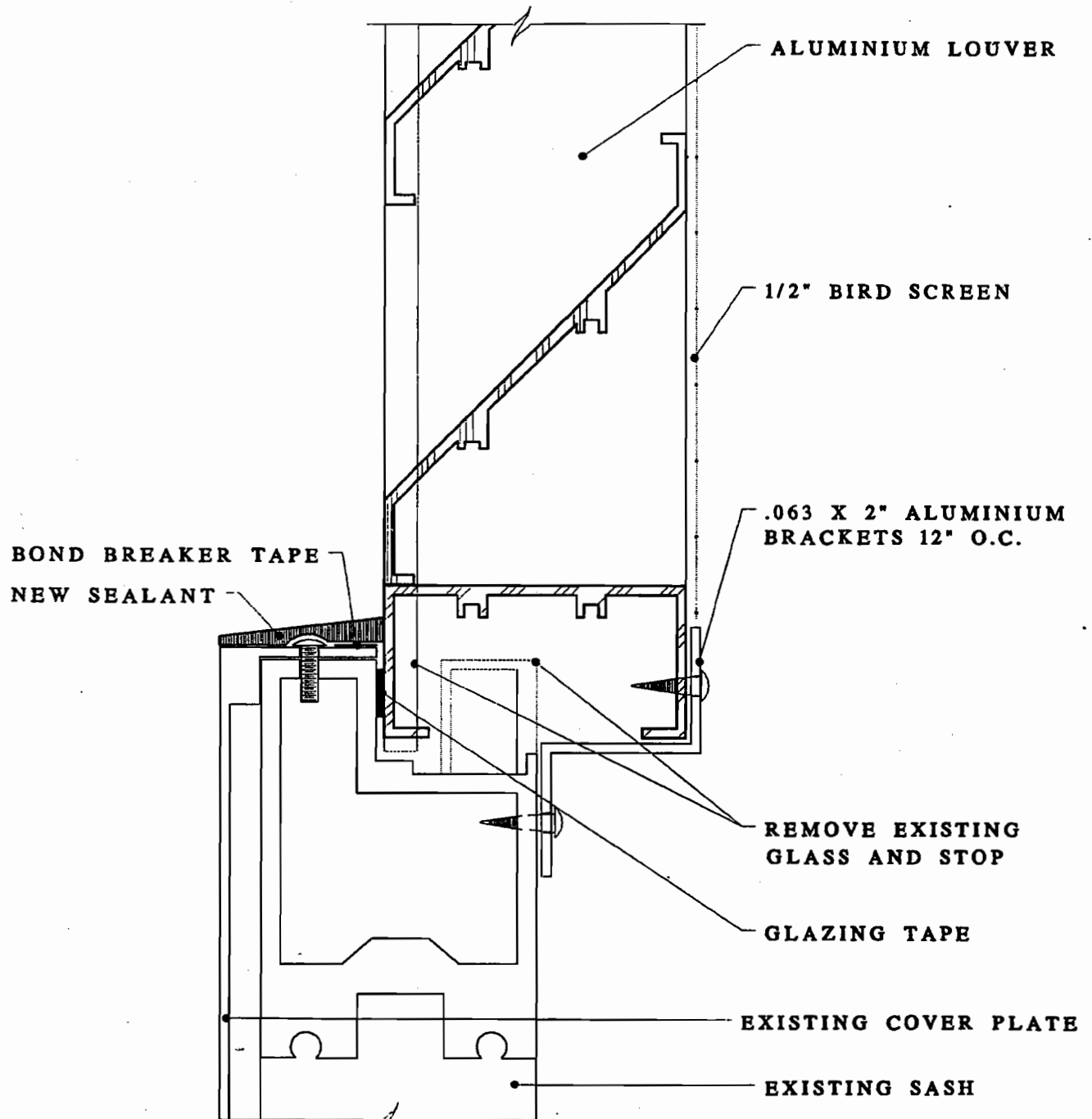
**WINDOW ELEVATION**

SCALE: 3/8" = 1' 0"





**1** SECTION AT JAMB  
**SK3** SCALE: FULL



**1** SECTION AT SILL  
**SK4** SCALE: FULL



Exhibit 4

THE 1996 BUDGET





**The 633 Third Avenue Condominium  
Budget Projections  
November 15, 1995  
1,018,000 SQ FT**

**Projected Income:**

|                          |           |
|--------------------------|-----------|
| 1. Annual Common Charges | 5,353,700 |
|--------------------------|-----------|

**Projected Expenditures:**

|  |           |
|--|-----------|
| 2. Electric                              | 962,500   |
| 3. Steam                                 | 548,300   |
| 4. Water & Sewer                         | 75,000    |
| 5. Cleaning                              | 325,700   |
| 6. Elevators                             | 232,600   |
| 7. Repairs & Maintenance                 | 232,800   |
| 8. Supplies                              | 86,600    |
| 9. Metal Maintenance                     | 33,600    |
| 10. Painting                             | 10,000    |
| 11. Rubbish Removal                      | 6,400     |
| 12. Payroll Wages & Benefits             | 1,780,000 |
| 13. Security Protection                  | 4,200     |
| 14. Miscellaneous Operating Expenses     | 93,200    |
| 15. Insurance                            | 243,300   |
| 16. Management Fee                       | 200,000   |
| 17. Legal & Accounting                   | 35,300    |
| 18. Miscellaneous Administrative Expense | 24,000    |
| 19. Contingency                          | 48,900    |
| 20. Capital Improvements                 | 411,300   |

|                                      |                  |
|--------------------------------------|------------------|
| <b>Total Projected Expenditures:</b> | <b>5,353,700</b> |
|--------------------------------------|------------------|



| CATEGORY              | ASSUMPTION   | BUDGET      |
|-----------------------|--|-------------|
| Annual Common Charges | \$5,353,700 represents the total annual common charges to be collected during the 1996 calendar year for the condominium operation based upon the estimated total of common expenses for the property.   |             |
|                       | SOURCES OF FUNDS   | \$5,353,700 |
| Electric              | <p>Electricity for the common areas is provided by 3 meters. Two meters measure electric consumption and the other measures demand. Our budget is based on an increase in occupancy and consumption levels for 1996. Also a rate increase of 2 percent was budgeted for April 1996.</p> <p>Electrical consumption in the units, unless the units are separately metered for electricity, are to be paid by the Condominium in the first instance and then billed by the Condominium separately to each unit owner as provided in the by laws of the Condominium.</p> | \$962,500   |
| Steam                 | <p>The building uses steam purchased from Consolidated Edison to generate chilled and domestic hot water as well as hot water for heating.</p> <p>Additional money has been budgeted to compensate for additional steam usage to heat the lobby during renovation.</p> <p>The Public Service commission has granted Con Edison a 1.3 percent increase effective October 1995. We budgeted for an additional 3 percent increase in October 1996.</p> <p>A portion of the steam cost is reimbursed by unit owners through submetering.</p>                             | \$548,300   |
| Water & Sewer         | <p>The building is serviced through 2 compound meters with the current rate for water and sewer at \$2.75/ccf. A 5 percent increase has been budgeted effective July 1996.</p> <p>Based upon projected occupancy levels, water is budgeted at \$75,000 (bills have not been received from 3/23/95 - 11/14/95). A portion of the water and sewer cost is reimbursed by unit owners through submetering.</p> <p>Sewer credits will be received for makeup meters.</p>  | \$75,000    |
| Cleaning              | Sandhurst Assoc. Ltd., the managing agent, employs 5 porters   | \$325,700   |

| CATEGORY  | ASSUMPTION   | BUDGET    |
|-----------|--|-----------|
|           | for maintenance of the common elements. As employees of the managing agent, Sandhurst must pay sales tax on the wages paid. Sales tax on the porters wages is included in the budget numbers. These porters are 32B-32J union employees and covered under the collective bargaining agreement which expires December 31, 1995. A 3.5 percent increase was budgeted for 1996.   |           |
|           | Vacation replacement, sick coverage etc. are covered by Collins Building Service, the cleaning contractor, at the hourly wage rate plus 18.39 percent (includes payroll taxes and insurance) plus sales tax.   |           |
|           | \$279,000 is budgeted for payroll wages, taxes and benefits in 1996.   |           |
|           | \$46,000 is budgeted for the cleaning contract which covers light maintenance, pest control, window cleaning and janitorial supplies for the common elements.  |           |
|           | In 1996, a 3.5 percent increase was budgeted for the cleaning contract. Due to the lobby renovation which will continue into 1996, there will be a temporary decrease in lobby window cleaning costs. Additionally, the window washing rig used to clean the exterior windows will not be put into operation until mid 1996. When both projects have been completed the cost for window cleaning will resume as per the contract.  |           |
| Elevators | <p>\$232,600 is budgeted for elevator maintenance. \$217,000 is for the maintenance contract and \$15,600 for holiday coverage and miscellaneous overtime work.</p> <p>The Millar contract provides for certain price discounts based on vacancy rates and price escalations based on increases in Millar's union labor costs.</p> <p>The 1996 budget was prepared without vacancy credits and a contract increase in June. However, we will continue to receive vacancy credits until the owners occupy 90 percent of the building.</p> | \$232,600 |
| Repairs   | <p>\$232,800 was budgeted for repairs. Some of the repair items include:</p> <p>HVAC</p>   | \$61,800  |

| CATEGORY | ASSUMPTION               | BUDGET    |
|----------|--------------------------|-----------|
|          | Electrical               | \$24,400  |
|          | Carpentry                | \$11,500  |
|          | Flooring                 | \$20,000  |
|          | Masonry                  | \$12,000  |
|          | Plumbing                 | \$7,200   |
|          | Sprinkler and fire alarm | \$30,700  |
|          | Glazing                  | \$4,000   |
|          | Air Sampling             | \$8,000   |
|          | Consulting               | \$51,500  |
|          | Misc.                    | \$1,700   |
|          | ANNUAL BUDGET TOTAL      | \$232,800 |

Details for all repairs are outlined in the budget.

|          |   |          |
|----------|---|----------|
| Supplies | \$86,600 was budgeted for supplies. Some of the supply items include: |          |
|          | HVAC  | \$67,000 |
|          | Plumbing  | \$10,000 |
|          | Misc  | \$9,600  |
|          | ANNUAL BUDGET TOTAL   | \$86,600 |

Details for all supplies are outlined in the budget.

|                   |  |          |
|-------------------|--|----------|
| Metal Maintenance | \$14,900 is budgeted for the metal maintenance contract. A 3 percent increase starting in January 1996 is included in this number. | \$33,600 |
|-------------------|--|----------|

\$12,900 is budgeted for miscellaneous work and vandalism repairs to the elevator cabs.

\$4,800 has been added to the budget for 1996 to include the cleaning of the metal scrim which has been added to the lobby walls as part of the new design.

|          |   |          |
|----------|---|----------|
| Painting | \$10,000 was budgeted for elevator cab maintenance and miscellaneous common element painting. | \$10,000 |
|----------|---|----------|

|                 |   |         |
|-----------------|---|---------|
| Rubbish Removal | \$6,400 has been budgeted for rubbish removal for the year. | \$6,400 |
|-----------------|---|---------|

The budgeted amount does not include the cost of rubbish removal for the units, for which the cost is the responsibility of the individual owners.

When occupancy increases this contract will be rebid.

|                  |  |             |
|------------------|--|-------------|
| Wages & Benefits | The 1996 budgeted building staff consist of: | \$1,780,000 |
|------------------|--|-------------|

| CATEGORY | ASSUMPTION | BUDGET |
|----------|------------|--------|
|----------|------------|--------|

- a. Building Manager, Secretary and Bookkeeper (each non union)
- b. Security Staff consisting of 12 full time guards to cover the various shifts and 1 part time guard for summer replacement, with all employees in the Local 32B-32J union.
- c. Freight Elevator Staff consisting of 5 full time freight operators to cover the various shifts and 1 part time freight operator for summer replacement, with all employees in the Local 32B-32J union.
- d. Engineering Staff consisting of 1 Chief Engineer, 1 Assistant Chief Engineer, 2 Engineers, and 5 Helpers to cover the various shifts and 1 part time summer Helper, with all employees in the Local 94 union.

The security staff and engineering staff are budgeted to provide the building with 24 hour, 7 day per week coverage.

The following are projected labor expenses for the 1996 budget year for the building staff complement, including wages, payroll taxes, benefits and sales tax.

|                                   |                    |
|-----------------------------------|--------------------|
| Management Staff                  | \$200,100          |
| Engineering Staff - Local 94      | \$744,800          |
| Security Staff - Local 32B-32J    | \$584,000          |
| Freight Operators - Local 32B-32J | \$251,100          |
| <b>ANNUAL BUDGET TOTAL</b>        | <b>\$1,780,000</b> |

When the offering plan was presented, the original plan included the employees of the property as employees of the condominium. Later it was decided that the employees should be employed by the Managing Agent and therefore, sales tax must be paid for all non management employees. The amount due for sales tax is approximately \$120,400.

Based on industry standards for managers managing 1 million sq. ft. buildings the average range for salaries is between \$80,000 - \$90,000. In the 1996 budget, salary numbers for the manager are more in line with the industry standards.

A proper building profile based on industry standards requires a secretary and a bookkeeper/computer operator

| CATEGORY                 | ASSUMPTION   | BUDGET    |
|--------------------------|--|-----------|
|                          | to run efficiently. Therefore, the budget reflects adding a bookkeeper to the staff at a salary of \$31,200 plus benefits.   |           |
|                          | A 3.5 percent increase is budgeted for the 32B-32J employees in January 1996. This contract expires December 31, 1995. The local 94 employees wages were calculated based on the 1996 increase stipulated in their contract.   |           |
| Security Protection      | \$1,700 is budgeted for the video camera contract which provides maintenance to the television monitors and ancillary equipment.   | \$4,200   |
|                          | In 1996 there is no increase budgeted for Video Insights, the video camera contractor, as most of the equipment in the building has just been installed in 1995, with one year free maintenance as part of the installation. However, the increase in the 1997 budget number will be substantially higher as a result of the additional new equipment. |           |
|                          | \$2,500 has been budgeted for miscellaneous security items.  |           |
| Misc. Operating Expenses | \$93,200 was budgeted for miscellaneous operating expenses. Some of these items include:   |           |
|                          | Water Treatment – includes new automatic feed system   | \$20,500  |
|                          | Laundry and uniform cleaning   | \$15,300  |
|                          | Landscaping – lobby flowers  | \$10,500  |
|                          | Telephones   | \$13,600  |
|                          | Permits and fees   | \$9,400   |
|                          | Office supplies  | \$3,900   |
|                          | Misc. – includes christmas displays and union meal money   | \$20,000  |
|                          | ANNUAL BUDGET TOTAL  | \$93,200  |
| Insurance                | \$243,300 is budgeted for April 1996 for insurance. MLW provides insurance coverage for the condominium which expires March 23, 1996. Coverage provided is listed in the condominium offering plan.  | \$243,300 |
|                          | The 1996 budget is based upon the 1995 rates with a 10 percent increase for property and liability insurance. The Board of Managers may wish to explore options with other companies.  |           |
| Management Fee           | \$200,000 is budgeted for the management fee as stated in the management agreement.  | \$200,000 |

| CATEGORY                        | ASSUMPTION  | BUDGET    |
|---------------------------------|---|-----------|
| Legal & Accounting              | \$24,000 is budgeted for accounting and \$11,300 for legal services. These numbers include the estimated costs of the accounting services for the preparation of the annual tax return, financial statement and legal services for the Condominium. | \$35,300  |
| Miscellaneous<br>Administrative | \$15,000 is budgeted for misc. items and \$9,000 is budgeted for Board of Management expenses. These numbers are for office supplies, petty cash and any unforeseen costs that may arise during condominium operation.                              | \$24,000  |
| Contingency                     | \$48,900 has been budgeted for the contingency fund. The contingency fund has been established in the amount of 1 percent of all operating expenses associated with the common elements of the property.  | \$48,900  |
| Capital Items                   | \$400,000 has been budgeted to replace the main roof and provide fire safing of the common elements.  | \$411,300 |

\$11,300 has been budgeted for an additional camera and alarms in the emergency exit staircase H which will be tied into the building security system.

IT IS IMPORTANT TO NOTE THAT WE HAVE NOT BUDGETED THE RELOCATION AND BUILDOUT OF THE BUILDING OFFICE. The building office currently occupies the space owned by Travelers Insurance Company. Providing the space is not sold Travelers will allow the building office to remain in this location.

TOTAL USE OF FUNDS \$5,353,700



633 THIRD AVENUE  
CASH CALENDAR BUDGET 98 - CONDOMINIUM FROM JANUARY 1, 1998 - DECEMBER 31, 1998  
1,018,000 SQ FT

REVISED 11/02/98

1,018,000

| CATEGORY                  | JAN     | FEB     | MAR     | APR     | MAY     | JUN     | JUL     | AUG     | SEP     | OCT     | NOV     | DEC     | TOTAL     | SQ. FT. |
|---------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|---------|
| ELECTRIC                  | 57,500  | 57,500  | 57,500  | 57,500  | 57,500  | 57,500  | 119,500 | 127,000 | 127,000 | 127,000 | 56,500  | 56,500  | 962,500   | 0.95    |
| STEAM                     | 47,000  | 60,000  | 76,400  | 37,000  | 20,000  | 38,300  | 53,000  | 81,000  | 64,000  | 25,000  | 25,000  | 42,000  | 544,300   | 0.54    |
| WATER & SEWER             | 0       | 0       | 20,000  | 0       | 0       | 0       | 25,000  | 0       | 0       | 0       | 30,000  | 0       | 75,000    | 0.07    |
| CONTRACT CLEANING         | 30,200  | 24,500  | 20,100  | 30,000  | 26,700  | 23,500  | 33,400  | 28,300  | 23,500  | 38,200  | 22,200  | 25,000  | 325,700   | 0.32    |
| ELEVATORS                 | 19,000  | 19,000  | 19,000  | 19,000  | 19,000  | 19,700  | 19,800  | 19,700  | 19,800  | 19,700  | 19,600  | 19,700  | 232,800   | 0.23    |
| REPAIRS                   | 22,700  | 19,700  | 18,700  | 10,700  | 21,200  | 36,700  | 15,700  | 31,100  | 14,700  | 13,800  | 17,000  | 10,700  | 232,800   | 0.23    |
| SUPPLIES                  | 2,300   | 2,300   | 2,300   | 2,300   | 42,300  | 2,300   | 16,300  | 2,300   | 7,300   | 2,300   | 2,300   | 2,300   | 86,600    | 0.09    |
| METAL MAINTENANCE         | 2,300   | 2,300   | 2,300   | 2,900   | 2,900   | 2,900   | 3,000   | 3,000   | 3,000   | 3,000   | 3,000   | 3,000   | 33,800    | 0.03    |
| PAINTING                  | 0       | 0       | 2,500   | 0       | 0       | 2,500   | 0       | 0       | 2,500   | 0       | 0       | 2,500   | 10,000    | 0.01    |
| RUBBISH REMOVAL           | 600     | 600     | 600     | 600     | 500     | 500     | 600     | 500     | 500     | 600     | 500     | 500     | 6,400     | 0.01    |
| LOBBY & PLAZA MAINTENANCE | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0         | 0.00    |
| WAGES & BENEFITS          | 153,000 | 152,400 | 121,800 | 158,900 | 159,000 | 130,200 | 162,800 | 164,000 | 127,200 | 184,100 | 121,900 | 144,000 | 1,780,000 | 1.75    |
| SECURITY PROTECTION       | 300     | 200     | 300     | 200     | 1,500   | 200     | 300     | 200     | 300     | 200     | 300     | 200     | 4,200     | 0.00    |
| MISC OPERATING EXPENSE    | 7,000   | 6,800   | 6,800   | 7,000   | 6,800   | 6,800   | 7,000   | 6,800   | 6,800   | 7,000   | 6,800   | 16,800  | 93,200    | 0.09    |
| INSURANCE                 | 0       | 0       | 0       | 243,300 | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 243,300   | 0.24    |
| MANAGEMENT FEE            | 16,700  | 16,700  | 16,800  | 16,700  | 16,700  | 16,800  | 16,700  | 16,700  | 16,800  | 16,700  | 16,700  | 16,800  | 200,000   | 0.20    |
| REAL ESTATE TAXES         | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0         | 0.00    |
| MORTGAGE                  | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0         | 0.00    |
| INTEREST EXPENSE          | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0         | 0.00    |
| GROUND RENT               | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0         | 0.00    |
| RENT COMMISSIONS          | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0         | 0.00    |
| RENT EXPENSE              | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0         | 0.00    |
| LEGAL & ACCOUNTING        | 2,000   | 8,000   | 2,000   | 10,300  | 2,000   | 2,000   | 2,000   | 2,000   | 2,000   | 2,000   | 2,000   | 2,000   | 35,300    | 0.03    |
| MISC ADMINISTRATION EXP   | 2,000   | 2,000   | 2,000   | 2,000   | 2,000   | 2,000   | 2,000   | 2,000   | 2,000   | 2,000   | 2,000   | 2,000   | 24,000    | 0.02    |
| CAPITAL EXPENDITURES      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0         | 0.00    |
| TENANT ALTERATIONS        | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0         | 0.00    |
| LEASE CANCELLATION EXP    | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0         | 0.00    |
| SUB-TOTAL                 | 360,200 | 360,000 | 368,000 | 698,400 | 378,200 | 341,800 | 476,800 | 464,700 | 417,800 | 441,700 | 327,900 | 345,800 | 4,893,500 | 4.81    |
| CONTINGENCY @ 1%          | 3,602   | 3,702   | 3,702   | 6,984   | 3,802   | 3,418   | 4,768   | 4,647   | 4,200   | 4,417   | 3,279   | 3,458   | 48,935    | 0.05    |
| TOTAL OPERATING EXPENSES  | 363,802 | 363,702 | 371,702 | 705,384 | 382,002 | 345,200 | 481,568 | 469,300 | 422,000 | 446,100 | 331,200 | 349,200 | 4,942,400 | 4.86    |
| CAPITAL EXPENDITURES      | 0       | 0       | 0       | 0       | 200,000 | 211,300 | 0       | 0       | 0       | 0       | 0       | 0       | 411,300   | 0.40    |
| TOTAL USES OF FUNDS       | 363,802 | 363,702 | 371,702 | 705,384 | 582,002 | 556,500 | 481,568 | 469,300 | 422,000 | 446,100 | 331,200 | 349,200 | 5,353,700 | 5.26    |

## ELECTRIC

.....  
 \$982,500  
 .....

Account No. 48-4193-5038-0002-1  
 Services: 633 Third Avenue - Building Meter

| DATE      | From      | To | No.<br>Days | Demand | Consumption | Fuel Adjust<br>Factor | Amount       |
|-----------|-----------|----|-------------|--------|-------------|-----------------------|--------------|
| 29-Dec-84 | 30-Jan-85 |    | 32          | 1,416  | 487,200     | -0.0033               | \$48,123.49  |
| 30-Jan-85 | 01-Mar-85 |    | 30          | 1,498  | 620,800     | 0.3600                | \$32,345.19  |
| 01-Mar-85 | 23-Mar-85 |    | 22          | 1,532  | 336,000     | 0.7315                | \$37,130.00  |
| 23-Mar-85 | 28-Apr-85 |    | 36          | 1,970  | 616,000     | 0.6504                | \$60,129.95  |
| 28-Apr-85 | 26-May-85 |    | 28          | 1,720  | 420,000     | 0.9956                | \$50,316.81  |
| 26-May-85 | 27-Jun-85 |    | 32          | 2,032  | 624,000     | 0.4401                | \$122,587.83 |
| 27-Jun-85 | 27-Jul-85 |    | 30          | 1,982  | 581,800     | 0.6501                | \$121,584.95 |
| 27-Jul-85 | 26-Aug-85 |    | 29          | 1,960  | 607,200     | 0.1666                | \$117,392.44 |
| 26-Aug-85 | 26-Sep-85 |    | 32          | 1,920  | 624,000     | -0.1531               | \$123,056.00 |
| 27-Sep-85 | 27-Oct-84 |    | 30          | 1,832  | 415,200     | -0.1379               | \$49,894.20  |
| 27-Oct-84 | 29-Nov-84 |    | 33          | 1,556  | 444,000     | -0.1916               | \$47,390.70  |
| 29-Nov-84 | 29-Dec-84 |    | 30          | 1,394  | 417,600     | -0.0838               | \$42,319.96  |
|           |           |    | 364         | 20,312 | 5,973,800   | 3.4446                | \$872,271.22 |

| DATE      | From      | To | No.<br>Days | Demand | Consumption | Fuel Adjust<br>Factor | Amount       |
|-----------|-----------|----|-------------|--------|-------------|-----------------------|--------------|
| 29-Dec-83 | 28-Jan-84 |    | 30          | 1,494  | 636,000     | 0.4129                | \$58,803.10  |
| 28-Jan-84 | 01-Mar-84 |    | 32          | 1,826  | 612,000     | 0.4388                | \$59,604.27  |
| 01-Mar-84 | 30-Mar-84 |    | 29          | 1,828  | 444,000     | 0.4406                | \$47,136.80  |
| 30-Mar-84 | 28-Apr-84 |    | 29          | 1,584  | 393,600     | 0.1462                | \$43,835.33  |
| 28-Apr-84 | 27-May-84 |    | 29          | 1,828  | 408,000     | 0.0786                | \$44,753.66  |
| 27-May-84 | 28-Jun-84 |    | 32          | 1,988  | 616,000     | 0.0170                | \$112,837.17 |
| 28-Jun-84 | 28-Jul-84 |    | 30          | 2,018  | 582,800     | 0.0107                | \$121,590.82 |
| 28-Jul-84 | 26-Aug-84 |    | 29          | 1,960  | 537,600     | 0.1662                | \$111,764.36 |
| 26-Aug-84 | 27-Sep-84 |    | 32          | 1,838  | 598,800     | 0.1224                | \$115,066.23 |
| 27-Sep-84 | 27-Oct-84 |    | 30          | 1,832  | 416,200     | -0.1379               | \$49,894.20  |
| 27-Oct-84 | 29-Nov-84 |    | 33          | 1,556  | 444,000     | -0.1916               | \$47,390.70  |
| 29-Nov-84 | 29-Dec-84 |    | 30          | 1,394  | 417,600     | -0.0838               | \$42,319.96  |
|           |           |    | 365         | 20,146 | 5,925,600   | 1.4108                | \$852,796.60 |

Actual 1993 cost

29-Dec-82

Actual 1992 cost

30-Dec-91

29-Dec-83

20,826

6,220,800

6.8093

\$988,648.68

29-Dec-92

21,282

6,300,000

4.8773

\$954,878.14

**Budget doesn't reflect unit owner space. Rebilled to unit owner.**

| From      | To:       | No<br>Days | ACT PAID  | BTEAM  | DDH   | DDC   | PAYMENT MONTH | AMOUNT  |
|-----------|-----------|------------|-----------|--------|-------|-------|---------------|---|
| 12-Jan-85 | 13-Feb-85 | 32         | \$87,447  | 4,463  | 904   | 0     | JAN 85        | 47,000  |
| 13-Feb-85 | 15-Mar-85 | 30         | \$44,832  | 3,496  | 793   | 0     | FEB 85        | 60,000  |
| 15-Mar-85 | 23-Mar-85 | 8          | \$10,491  | 817    | 119   | 0     | MAR 85        | 76,400  |
| 23-Mar-85 | 13-Apr-85 | 21         | \$31,702  | 1,719  | 401   | 0     | APR 85        | 37,000  |
| 13-Apr-85 | 11-May-85 | 28         | \$15,278  | 1,530  | 232   | 0     | MAY 85        | 20,000  |
| 11-May-85 | 12-Jun-85 | 32         | \$39,878  | 4,100  | 50    | 188   | JUN 85        | Rate Increase of 4.5% In 10/81                        |
| 12-Jun-85 | 12-Jul-85 | 30         | \$48,564  | 5,093  | 2     | 313   | JUL 85        | Rate Increase of 3.5% In 10/82                        |
| 12-Jul-85 | 10-Aug-85 | 29         | \$70,261  | 7,928  | 0     | 543   | AUG 85        | Rate Increase of 0.9% In 10/83                        |
| 10-Aug-85 | 11-Sep-85 | 32         | \$86,653  | 7,262  | 4     | 420   | SEP 85        | Rate Increase of 3.5% In 10/84                        |
| 12-Sep-84 | 12-Oct-84 | 30         | \$53,698  | 2,593  | 111   | 139   | OCT 85        | Rate Increase of 1.3% In 10/85                        |
| 12-Oct-84 | 09-Nov-84 | 28         | \$25,498  | 2,011  | 167   | 22    | NOV 85        | Rate Increase of 3.9% In 10/86                        |
| 09-Nov-84 | 13-Dec-84 | 34         | \$38,378  | 3,005  | 909   | 0     | DEC 85        | Sales tax added and paid in March, June, Sept. & Dec. |
| 13-Dec-84 | 12-Jan-85 | 30         | \$44,419  | 3,622  | 819   | 0     |               | 42,000  |
| TOTALS:   |           |            | \$497,104 | 47,633 | 4,271 | 1,628 |               | \$48,300  |
| SALES TAX |           |            | \$41,011  |        |       |       |               |   |
|           |           |            | \$538,115 |        |       |       |               |   |

| From            | To:       | No<br>Days | ACT PAID  | STEAM  | DDH   | DDC   |
|-----------------|-----------|------------|-----------|--------|-------|-------|
| 12-Jan-04       | 11-Feb-04 | 30         | \$80,564  | 6,821  | 1,209 | 0     |
| 11-Feb-04       | 10-Mar-04 | 32         | \$89,210  | 4,008  | 942   | 0     |
| 10-Mar-04       | 13-Apr-04 | 29         | \$33,671  | 2,648  | 543   | 0     |
| 13-Apr-04       | 12-May-04 | 29         | \$14,980  | 1,572  | 176   | 18    |
| 12-May-04       | 13-Jun-04 | 32         | \$27,792  | 2,942  | 77    | 159   |
| 13-Jun-04       | 13-Jul-04 | 30         | \$52,721  | 5,903  | 0     | 487   |
| 11-Jul-04       | 11-Aug-04 | 29         | \$59,643  | 6,384  | 0     | 452   |
| 12-Aug-04       | 12-Sep-04 | 32         | \$40,643  | 4,355  | 4     | 308   |
| 12-Sep-04       | 12-Oct-04 | 30         | \$23,688  | 2,663  | 111   | 139   |
| 12-Oct-04       | 09-Nov-04 | 28         | \$25,495  | 2,011  | 167   | 22    |
| 09-Nov-04       | 13-Dec-04 | 34         | \$38,378  | 3,005  | 609   | 0     |
| 13-Dec-04       | 12-Jan-05 | 30         | \$44,419  | 3,822  | 819   | 0     |
| TOTALS:         |           |            | \$600,214 | 46,174 | 4,657 | 1,585 |
| SALES TAX       |           |            | \$41,288  |        |       |       |
|                 |           |            | \$541,482 |        |       |       |
| Actual 1993 cod | 12-Jan-04 | 364        | \$489,753 | 42,284 | 4,831 | 1,807 |
| Actual 1992 cod | 13-Jan-03 | 366        | \$459,106 | 39,563 | 3,691 | 1,285 |

# WATER & SEWER

.....  
 \$75,000  
 .....  
 NYC WATER BOARD RATES  
 WATER \$1.09 PER 100 CUBIC FEET  
 SEWER \$1.73 PER 100 CUBIC FEET  
 TOTAL \$2.82 PER 100 CUBIC FEET  
 EXPECT A 6% INCREASE EFFECTIVE 7/1/95.  
 For budget March 23, 1995 - March 31, 1995. Increase in occupancy in fall 1995  
 Travelers responsible for payment through March 22, 1995.  
 Budget reflects fully occupied building. Didn't receive bills in 1995 through 10/12/95.

## COMBINATION METER #5114

|                          | 08/31/94 | 08/31/93 | NET TOTAL | PER/100 CU. FT. |
|--------------------------|----------|----------|-----------|-----------------|
| # 5114                   | 2875340  | 2068860  | 806480    | 8,065           |
| # 2630                   | 1308300  | 932400   | 375900    | 3,759           |
| TOTAL USAGE              |          |          | 11,824    |                 |
| CHARGE/100 C METER TOTAL |          |          | \$2.82    | \$33,300        |

## COMBINATION METER #19770

|         |                |           |           |                 |
|---------|----------------|-----------|-----------|-----------------|
|         | 12/31/93       | 01/01/93  | NET TOTAL | PER/100 CU. FT. |
| # 19770 | 316274600      | 314972000 | 1302400   | 13.024          |
| # 29770 | * OUT OF ORDER |           |           | 6.285           |

|             |        |              |        |             |          |
|-------------|--------|--------------|--------|-------------|----------|
| TOTAL USAGE | 19,309 | CHARGE/100 C | \$2.82 | METER TOTAL | \$54,500 |
|-------------|--------|--------------|--------|-------------|----------|

TOTAL CHARG \$87,800

\* DEPT OF WATER CHARGES 17.22(100 CU. FT.) PER DAY FOR BROKEN METER

## SEWER CREDIT METERS

|        |          |          |           |                 |
|--------|----------|----------|-----------|-----------------|
|        | 08/31/94 | 09/01/93 | NET TOTAL | PER/100 CU. FT. |
| # 8335 | 2975280  | 2541560  | 433720    | 4.337           |
| # 8365 | 805220   | 722320   | 82600     | 8.29            |
| # 8424 | 830080   | 815120   | 14970     | 1.50            |

|             |       |               |        |              |         |
|-------------|-------|---------------|--------|--------------|---------|
| TOTAL USAGE | 5,316 | CREDIT/100 CF | \$1.71 | TOTAL CREDIT | \$9,100 |
|-------------|-------|---------------|--------|--------------|---------|

(\$9,100)

NET TOTAL \$78,700 Annual

## TENANT METERS

|            |                         |          |           |                |              |             |
|------------|-------------------------|----------|-----------|----------------|--------------|-------------|
|            | 08/31/94                | 09/01/93 | NET TOTAL | PER/100 CU. FT | CHARGE/100 C | METER TOTAL |
| # C-008417 | CHEMICAL BANK<br>438234 | 421212   | 17022     | 170            | \$2.82       | \$500       |

|            |                              |         |         |        |        |          |
|------------|------------------------------|---------|---------|--------|--------|----------|
| # C-000784 | DOCK'S RESTAURANT<br>4284140 | 3232040 | 1252120 | 12,521 | \$2.82 | \$35,300 |
|------------|------------------------------|---------|---------|--------|--------|----------|

|            |                    |       |      |    |        |       |
|------------|--------------------|-------|------|----|--------|-------|
| # A-098198 | MOBIL OIL<br>50000 | 40099 | 9901 | 99 | \$2.82 | \$300 |
|------------|--------------------|-------|------|----|--------|-------|

TOTAL DEDUCTIONS (\$36,100)

FINAL ADJUSTED TOTAL \$42,600



|   |             |               |        |        |             |
|---|-------------|---------------|--------|--------|-------------|
| <b>g. Bonus</b>   |             |               |        |        |             |
| 1. Wages  | \$14.84     | hourly rate x | 20.00  | hrs/yr | # people    |
| 2. Benefits   |             |               |        |        |             |
| a. Health   |             |               |        |        |             |
| b. Pension  |             |               |        |        |             |
| c. Annuity  |             |               |        |        |             |
| d. Sick   |             |               |        |        |             |
| e. Training   |             |               |        |        |             |
| 3. F.I.C.A.   | \$1,187.20  | per annum x   | 7.65%  |        | =           |
|   |             |               |        |        | \$30.82     |
|   |             |               |        |        | \$1,278.02  |
| <b>C. Vacation Replacement, Sick Coverage, Birthday &amp; Medical - Covered by CBS at wage rate + 18.39% benefits (FICA, WC, etc)</b> |             |               |        |        |             |
| a. Wages - vacation replacement   | \$14.84     | hourly rate x | 520.00 | hrs/yr | # people    |
|   |             |               |        |        | \$7,716.80  |
| b. Sick replacement, birthday, medical  |             |               |        |        |             |
| Overtime  | \$14.84     | hourly rate x | 400.00 | hrs/yr | # people    |
|   |             |               |        |        | \$5,936.00  |
| c. Benefits - calculated @ 18.39%   | \$22.26     | hourly rate x | 0.00   | hrs/yr | # people    |
|   |             |               |        |        | \$2,510.75  |
| a. Health   |             |               |        |        |             |
| b. Pension  |             |               |        |        |             |
| c. Annuity  |             |               |        |        |             |
| d. Sick   |             |               |        |        |             |
| e. Training   |             |               |        |        |             |
| d. F.I.C.A.   | \$13,652.80 | per annum x   | 7.65%  |        | # people    |
|   |             |               |        |        | \$0.00      |
| e. FUI & SUI  | \$7,000.00  | x             | 0.10%  |        | # people    |
|   |             |               |        |        | \$0.00      |
| f. Disability   | \$17,680.00 | x             | 0.70%  |        | # people    |
|   |             |               |        |        | \$0.00      |
|   |             |               |        |        | \$16,163.55 |

\$16,163.55  
Includes 13 vacation weeks + 10 sick days for 5 men +  
18.39% overhead expenses for FICA, FUI, SUI, WC, et

#### 4. Porter Staff

|   |  |
|---|--|
| <b>36 - PEST CONTROL &amp; EXTERMINATING</b>                        |  |
| a. Lighting Maintenance   | \$ 652.81 x 3.5% increase x 8.25% tax x 12 months =        |
| b. Exterminating  | \$ 173.05 x 3.5% increase x 8.25% tax x 12 months =        |
| c. Window cleaning - Clean exterior windows when rigs are certified |  |
| 01/01/96 - 04/30/96   | \$1,000 per month x 3.5% increase x 8.25% tax x 4 months = |
| 05/01/96 - 12/31/96   | \$2,800 per month x 3.5% increase x 8.25% tax x 8 months = |
|   |  |
| <b>41 - JANITORIAL SUPPLIES - Includes 8.25% sales tax</b>          |  |
| a. Supplies - \$500 per month x 12 months =                         |  |

8,778  
2,327  
4,482  
25,097  
6,000

| MONTH  | PAY PERIOD<br>IN MONTH | LIGHT MAINT<br>& EXTERM | PAYROLL   | WINDOW<br>CLEANING | SUPPLIES | EQUIPMENT | TOTAL     |
|--------|------------------------|-------------------------|-----------|--------------------|----------|-----------|-----------|
| JAN 96 | 4.0                    | 1,000                   | 27,500    | 1,200              | 500      | 0         | 30,200    |
| FEB 96 | 5.0                    | 900                     | 22,000    | 1,100              | 500      | 0         | 24,500    |
| MAR 96 | 4.0                    | 900                     | 17,600    | 1,100              | 500      | 0         | 20,100    |
| APR 96 | 4.0                    | 900                     | 27,500    | 1,100              | 500      | 0         | 30,000    |
| MAY 96 | 5.0                    | 1,000                   | 22,000    | 3,200              | 500      | 0         | 26,700    |
| JUN 96 | 4.0                    | 900                     | 19,000    | 3,100              | 500      | 0         | 23,500    |
| JUL 96 | 4.0                    | 900                     | 28,900    | 3,100              | 500      | 0         | 33,400    |
| AUG 96 | 5.0                    | 900                     | 23,700    | 3,200              | 500      | 0         | 28,300    |
| SEP 96 | 4.0                    | 1,000                   | 19,000    | 3,100              | 500      | 0         | 23,600    |
| OCT 96 | 5.0                    | 900                     | 33,700    | 3,100              | 500      | 0         | 38,200    |
| NOV 96 | 4.0                    | 900                     | 17,600    | 3,200              | 500      | 0         | 22,200    |
| DEC 96 | 4.0                    | 900                     | 20,500    | 3,100              | 500      | 0         | 25,000    |
|        | 52.0                   | \$11,100                | \$279,000 | \$29,600           | \$6,000  | \$0       | \$325,700 |

1. Wages & benefits of cleaning personnel  
include 8.25% sales tax.  
2. Reduction of window cleaning due to timing of rig installation and lobby renovation.

WINDOW CLEANING

INCLUDED IN CLEANING CONTRACT NUMBER  
NORMALLY UNDER LOBBY & PLAZA MAINTENANCE

ELEVATORS

|  |           |
|--|-----------|
| A) Contract  |           |
| Jan 1 - May 31: (\$16,374.65 - 0 vacancy credit) x 1.0825 tax x 5 Months                 | \$88,628  |
| Jun 1 - Dec 31: (\$16,374.65 - 0 vacancy credit) x 3.5% increase x 1.0825 tax x 7 Months | \$217,050 |
| B) Holiday Coverage & Misc work  | \$15,600  |
| TOTAL  | \$232,650 |



# GENERAL REPAIRS

.....  
\$232,800  
.....

|  |          |         |          |
|--|----------|---------|----------|
| 07 - HVAC  |          |         | \$61,800 |
| A) HVAC contract for A/C machines  | \$6,000  |         |          |
| B) Eddy current test:  | \$9,000  | Feb     |          |
| C) Vibration analysis completed and repairs performed prior to Condo - 120,000/fan x 47 fans x 4% x 8.25% =    | \$6,300  | Aug     |          |
| D) Cleaning of reheat coils: work performed with in-house staff  | \$0      |         |          |
| E) Replace drift eliminators on tower  | \$5,500  | May     |          |
| F) Replace spill plenums for S-5 & S-8. -Budget in 1997 \$40,000   | \$0      |         |          |
| G) Repair volume dampers   | \$6,000  |         |          |
| H) Inspect turbine and misc repairs: (every 3 years) (Turbine #2 inspection 1996) (Turbine #1 inspection 1995) | \$12,000 | Jan     |          |
| I) Repair cooling tower equipment for cell #1 (1 of 3) Project may be replaced with cleaning & sealing CT pan  | \$0      | On hold |          |
| J) Repair Vibration problem 11th floor (S-5 & S-8) Repair put on hold - noise reduced                          | \$0      |         |          |
| K) Repair spray nozzles  | \$5,000  | May     |          |
| L) Miscellaneous HVAC Repairs  | \$12,000 |         |          |
| 10 - ENERGY CONSERVATION   | \$0      |         | \$0      |
| 12 - ELECTRICAL REPAIRS  |          |         | \$24,400 |
| A) Infrared Repairs & switch repair  | \$6,300  | Nov     |          |
| B) Infrared Survey   | \$2,100  | Aug     |          |
| C) Emergency lighting repairs & add light in machine rooms   | \$8,000  | Jun     |          |
| D) Misc  | \$8,000  |         |          |
| 13 - ELECTRICAL CONTRACTS  | \$0      |         | \$0      |
| 17 - CARPENTRY REPAIRS   |          |         | \$11,500 |
| A) Replace stainless steel door on south side of bldg on Third Ave   | \$6,000  | Jun     |          |
| B) Misc  | \$5,500  |         |          |



|   |           |           |
|---|-----------|-----------|
| 00 - CONSULTANT FEES  |           | \$46,500  |
| A) Mechanical & Electrical Engineers - Includes review for Bd of Managers | \$37,000  |           |
| B) Facade Inspection: (sign off LL 10/80. Under LL category) 1981         | \$0       |           |
| C) Semi - annual Elevator Inspection report                               | \$9,500   |           |
| - 190.00/cab x 25 cabs x 2/year =   | \$0       |           |
| D) Utilities Research   |           |           |
| TOTAL   | \$233,300 | \$233,300 |

.....  
 SUPPLIES \$86,600  
 .....

|  |              |          |
|--|--------------|----------|
| 05 - OIL & DIESEL FUEL   |              | \$0      |
| 06 - HVAC SUPPLIES   |              | \$67,000 |
| A) Filters:  | \$14,000 Jul |          |
| B) Refrigerant R-12  | \$5,000 Sep  |          |
| C) Thermostats and valves for induction units  | \$10,000 May |          |
| D) Spare parts for cooling tower, gear box, fan blades, drive shaft, couplings and motor | \$30,000 May |          |
| E) Vacuum pump - On hold 1986 \$8,000  | \$0          |          |
| F) Misc.   | \$8,000      |          |
| 11 - ELECTRICAL SUPPLIES   |              | \$2,000  |
| 14 - ELECTRICAL SURVEY   |              | \$0      |
| 15 - LAMPS   |              | \$2,500  |
| 16 - CARPENTRY SUPPLIES  |              | \$2,600  |

|                                    |          |
|------------------------------------|----------|
| 20 - SIGNS                         | \$500    |
| 21 - MASONRY SUPPLIES              | \$0      |
| 26 - PLUMBING SUPPLIES             | \$10,000 |
| 31 - GLAZING SUPPLIES              | \$0      |
| 33 - ROOFING & WATERPROOF SUPPLIES | \$0      |
| 49 - SHADES & BLINDS               | \$0      |
| 54 - KIOSK                         | \$0      |
| -CONTINGENCY                       | \$2,000  |
| TOTAL                              | \$86,800 |

METAL MAINTENANCE .....  
 \$33,800  
 .....

A) Monthly Service Contract:  
 01/01/96 - 12/31/96 \$1,190 x 3% Increase x 12 Months x 8.25% = \$15,900

B) Vandalism Repairs - elevator cabs & misc \$12,900  
 C) Additional metal maintenance due to lobby renovation - scrim cleaned quarterly \$4,800 Apr - Dec  
 D) Strip & seal marble floor in lobby \$0 On hold - budget 1997

PAINTING .....  
 \$10,000  
 .....

30 - PAINTING  
 A) Retain elevator cabs due to vandalism & Misc \$10,000 \$10,000

RUBBISH REMOVAL  
\$6,400

46 - RUBBISH REMOVAL

A) Alpine Waste Corp. - 01/01/96 - 12/31/96  
\$387.50 x 8.25% TAX x 12 Months =

\$5,200  
\$1,200

\$6,400

LOBBY & PLAZA MAINT  
\$0

57 - LOBBY & PLAZA MAINTENANCE

\$0

\$0

WAGES AND BENEFITS  
\$1,780,000

|        | MANAGEMENT | ENGINEERS | SECURITY | PORTERS | TOTAL     |
|--------|------------|-----------|----------|---------|-----------|
| JAN 96 | 4.0        | 15,000    | 55,700   | 23,400  | 153,800   |
| FEB 96 | 5.0        | 18,800    | 69,800   | 19,400  | 152,400   |
| MAR 96 | 4.0        | 15,000    | 55,700   | 15,500  | 121,900   |
| APR 96 | 4.0        | 15,000    | 55,700   | 25,900  | 158,800   |
| MAY 96 | 5.0        | 18,800    | 69,800   | 22,500  | 159,000   |
| JUN 96 | 4.0        | 15,000    | 58,700   | 18,000  | 130,200   |
| JUL 96 | 4.0        | 15,000    | 59,900   | 25,900  | 162,800   |
| AUG 96 | 5.0        | 18,800    | 74,800   | 22,500  | 164,000   |
| SEP 96 | 4.0        | 15,000    | 55,700   | 18,000  | 127,200   |
| OCT 96 | 5.0        | 18,800    | 69,800   | 27,300  | 184,100   |
| NOV 96 | 4.0        | 15,000    | 55,700   | 15,500  | 121,900   |
| DEC 96 | 4.0        | 19,900    | 64,800   | 17,200  | 144,000   |
|        | 52.0       | 200,100   | 744,800  | 251,100 | 1,780,000 |

Sales tax added to security, porter & engineering department - 8.25%

1. Management Staff

\$200,384.64

A. WAGES

- a. Building Manager
- b. Assistant Building Manager
- c. Fire Safety Manager
- d. Night Manager
- e. Secretary
- f. Bookkeeper
- g. Accountant
- h. Receptionist
- i. Other

|            |            |      |         |             |
|------------|------------|------|---------|-------------|
| \$1,815.38 | per week x | 52.0 | weeks = | \$93,999.76 |
| \$0.00     | per week x | 52.0 | weeks = | \$0.00      |
| \$0.00     | per week x | 52.0 | weeks = | \$0.00      |
| \$0.00     | per week x | 52.0 | weeks = | \$0.00      |
| \$581.54   | per week x | 52.0 | weeks = | \$31,147.28 |
| \$581.54   | per week x | 52.0 | weeks = | \$31,147.28 |
| \$0.00     | per week x | 52.0 | weeks = | \$0.00      |
| \$0.00     | per week x | 52.0 | weeks = | \$0.00      |
| \$0.00     | per week x | 52.0 | weeks = | \$0.00      |

\$148,294.32

B. OVERTIME WAGES

- a. Building Manager
- b. Assistant Building Manager
- c. Fire Safety Manager
- d. Night Manager
- e. Secretary
- f. Receptionist
- g. Accountant
- h. Bookkeeper
- i. Other

|         |                |     |            |            |
|---------|----------------|-----|------------|------------|
| \$22.09 | hr wage @ OT x | 0   | # hrs/yr = | \$0.00     |
| \$0.00  | hr wage @ OT x | 0   | # hrs/yr = | \$0.00     |
| \$0.00  | hr wage @ OT x | 0   | # hrs/yr = | \$0.00     |
| \$0.00  | hr wage @ OT x | 0   | # hrs/yr = | \$0.00     |
| \$22.35 | hr wage @ OT x | 100 | # hrs/yr = | \$2,235.00 |
| \$22.35 | hr wage @ OT x | 100 | # hrs/yr = | \$2,235.00 |
| \$0.00  | hr wage @ OT x | 0   | # hrs/yr = | \$0.00     |
| \$0.00  | hr wage @ OT x | 0   | # hrs/yr = | \$0.00     |
| \$0.00  | hr wage @ OT x | 0   | # hrs/yr = | \$0.00     |

\$4,470.00

C. BONUS

- a. Building Manager
- b. Assistant Building Manager
- c. Fire Safety Manager
- d. Night Manager
- e. Secretary
- f. Receptionist
- g. Accountant
- h. Bookkeeper
- i. Other
- j. F.I.C.A. for BONUS
- k. 401k Program

|            |             |       |         |                |
|------------|-------------|-------|---------|----------------|
| \$1,815.38 | per week x  | 2     | weeks = | \$3,230.76     |
| \$0.00     | per week x  | 0     | weeks = | \$0.00         |
| \$0.00     | per week x  | 0     | weeks = | \$0.00         |
| \$0.00     | per week x  | 0     | weeks = | \$0.00         |
| \$589.89   | per week x  | 1     | weeks = | \$589.89       |
| \$589.89   | per week x  | 1     | weeks = | \$589.89       |
| \$0.00     | per week x  | 0     | weeks = | \$0.00         |
| \$0.00     | per week x  | 0     | weeks = | \$0.00         |
| \$0.00     | per week x  | 0     | weeks = | \$0.00         |
| \$4,410.54 | per week x  | 7.65% |         | \$4,410.54 DEC |
| \$3,230.76 | per annum x | 2.00% |         | \$337.41 DEC   |

\$94.82 DEC

# D. PAYROLL EXPENSES AND BENEFITS:

|                                    |              |               |            |        |          |             |
|------------------------------------|--------------|---------------|------------|--------|----------|-------------|
| a. F.I.C.A.                        | \$150,764.32 | per annum x   | 7.65%      |        |          | \$11,533.47 |
| b. FUI & SUI                       | \$7,000.00   | x             | 6.10%      | x      | # people | \$1,281.00  |
| c. Disability                      | \$17,680.00  | x             | 0.70%      | x      | # people | \$371.28    |
| d. 401k Program                    | \$83,998.76  | x             | 2.00%      |        |          | \$1,680.00  |
| e. Medical Benefits                |              |               |            |        |          |             |
| 1. family plan Aetna, dental, life | \$9,500.00   | x             | 0 person = |        |          | \$0.00      |
| 2. single plan Aetna, dental, life | \$4,000.00   | x             | 1 person = |        |          | \$4,000.00  |
| f. Other Benefits                  |              |               |            |        |          |             |
| 1. Health - 1996                   | \$2.34       | hourly rate x | 4,360.00   | hrs/yr | # people | \$10,202.40 |
| 2. Pension - 1996                  | \$1.65       | hourly rate x | 4,360.00   | hrs/yr | # people | \$7,194.00  |
| 3. Annuity - 1996                  | \$1.96       | hourly rate x | 4,360.00   | hrs/yr | # people | \$8,545.60  |
| 4. Sick - 1996                     | \$0.00       | hourly rate x | 0.00       | hrs/yr | # people | \$0.00      |
| 5. Training - 1996                 | \$0.00       | hourly rate x | 0.00       | hrs/yr | # people | \$0.00      |

## 2. Engineering Staff

### A. Chief Engineer

|               |             |               |          |        |          |              |
|---------------|-------------|---------------|----------|--------|----------|--------------|
| a. Wages      | \$30.34     | hourly rate x | 2,080.00 | hrs/yr | # people | \$63,107.20  |
| b. Overtime   | \$45.51     | hourly rate x | 400.00   | hrs/yr | # people | \$18,204.00  |
| c. Benefits   |             |               |          |        |          |              |
| 1. Health     | \$2.34      | hourly rate x | 2,480.00 | hrs/yr | # people | \$5,803.20   |
| 2. Pension    | \$1.65      | hourly rate x | 2,480.00 | hrs/yr | # people | \$4,062.00   |
| 3. Annuity    | \$1.96      | hourly rate x | 2,480.00 | hrs/yr | # people | \$4,860.80   |
| 4. Sick       | \$1.10      | hourly rate x | 2,480.00 | hrs/yr | # people | \$2,728.00   |
| 5. Training   | \$0.13      | hourly rate x | 2,480.00 | hrs/yr | # people | \$322.40     |
| d. F.I.C.A.   | \$81,311.20 | per annum x   | 7.65%    |        |          | \$6,220.31   |
| e. FUI & SUI  | \$7,000.00  | x             | 6.10%    | x      | # people | \$427.00     |
| f. Disability | \$17,680.00 | x             | 0.70%    | x      | # people | \$123.76     |
|               |             |               |          |        |          | \$105,888.67 |

\$743,793.91 sales tax  
\$687,107.54 no sales tax

\$106,075.95

### g. Bonus

|             |            |               |       |        |          |                |
|-------------|------------|---------------|-------|--------|----------|----------------|
| 1. Wages    | \$30.34    | hourly rate x | 80.00 | hrs/yr | # people | \$2,427.20     |
| 2. Benefits |            |               |       |        |          |                |
| a. Health   | \$2.34     | per hr work x | 80.00 | hrs/yr | # people | \$187.20       |
| b. Pension  | \$1.65     | per hr work x | 80.00 | hrs/yr | # people | \$132.00       |
| c. Annuity  | \$1.96     | per hr work x | 80.00 | hrs/yr | # people | \$156.80       |
| d. Sick     | \$1.10     | per hr work x | 80.00 | hrs/yr | # people | \$88.00        |
| e. Training | \$0.13     | per hr work x | 80.00 | hrs/yr | # people | \$10.40        |
| 3. F.I.C.A. | \$2,427.20 | per annum x   | 7.65% |        |          | \$185.68       |
|             |            |               |       |        |          | \$3,187.28 DEC |

# B. Assistant Chief Engineer

\$102,589.01

|               |                       |                 |               |              |
|---------------|-----------------------|-----------------|---------------|--------------|
| a. Wages      | \$25.22 hourly rate x | 2,080.00 hrs/yr | 1.00 # people | \$52,457.60  |
| b. Overtime   | \$37.83 hourly rate x | 624.00 hrs/yr   | 1.00 # people | \$23,605.92  |
| c. Benefits   |                       |                 |               |              |
| 1. Health     | \$2.34 hourly rate x  | 2,704.00 hrs/yr | 1.00 # people | \$6,327.36   |
| 2. Pension    | \$1.65 hourly rate x  | 2,704.00 hrs/yr | 1.00 # people | \$4,481.60   |
| 3. Annuity    | \$1.96 hourly rate x  | 2,704.00 hrs/yr | 1.00 # people | \$5,299.84   |
| 4. Sick       | \$0.87 hourly rate x  | 2,704.00 hrs/yr | 1.00 # people | \$2,352.48   |
| 5. Training   | \$0.13 hourly rate x  | 2,704.00 hrs/yr | 1.00 # people | \$351.52     |
| d. F.I.C.A.   | \$76,063.52           | 7.65%           | -             | \$5,818.86   |
| e. FUI & SUI  | \$7,000.00 x          | 6.10%           | 1.00 # people | \$427.00     |
| f. Disability | \$17,680.00 x         | 0.70%           | 1.00 # people | \$123.76     |
|               |                       |                 |               | \$101,225.94 |

|             |                        |              |               |                |
|-------------|------------------------|--------------|---------------|----------------|
| g. Bonus    |                        |              |               |                |
| 1. Wages    | \$25.22 hourly rate x  | 40.00 hrs/yr | 1.00 # people | \$1,008.80     |
| 2. Benefits |                        |              |               |                |
| a. Health   | \$2.34 per hr work x   | 40.00 hrs/yr | 1.00 # people | \$93.60        |
| b. Pension  | \$1.65 per hr work x   | 40.00 hrs/yr | 1.00 # people | \$66.00        |
| c. Annuity  | \$1.96 per hr work x   | 40.00 hrs/yr | 1.00 # people | \$78.40        |
| d. Sick     | \$0.87 per hr work x   | 40.00 hrs/yr | 1.00 # people | \$34.80        |
| e. Training | \$0.13 per hr work x   | 40.00 hrs/yr | 1.00 # people | \$5.20         |
| 3. F.I.C.A. | \$1,008.80 per annum x | 7.65%        | -             | \$77.17        |
|             |                        |              |               | \$1,383.97 DEC |

# B. Engineers above scale

\$152,442.01

|               |                          |                 |               |              |
|---------------|--------------------------|-----------------|---------------|--------------|
| a. Wages      | \$20.70 hourly rate x    | 4,160.00 hrs/yr | 1.00 # people | \$86,112.00  |
| b. Overtime   | \$31.05 hourly rate x    | 735.00 hrs/yr   | 1.00 # people | \$22,759.85  |
| c. Benefits   |                          |                 |               |              |
| 1. Health     | \$2.34 hourly rate x     | 4,893.00 hrs/yr | 1.00 # people | \$11,449.82  |
| 2. Pension    | \$1.65 hourly rate x     | 4,893.00 hrs/yr | 1.00 # people | \$8,073.45   |
| 3. Annuity    | \$1.96 hourly rate x     | 4,893.00 hrs/yr | 1.00 # people | \$9,590.28   |
| 4. Sick       | \$0.86 hourly rate x     | 4,893.00 hrs/yr | 1.00 # people | \$3,229.38   |
| 5. Training   | \$0.13 hourly rate x     | 4,893.00 hrs/yr | 1.00 # people | \$536.09     |
| d. F.I.C.A.   | \$108,871.65 per annum x | 7.65%           | -             | \$8,328.68   |
| e. FUI & SUI  | \$7,000.00 x             | 6.10%           | 2.00 # people | \$854.00     |
| f. Disability | \$17,680.00 x            | 0.70%           | 2.00 # people | \$247.52     |
|               |                          |                 |               | \$151,280.67 |



|                 | hourly rate x        | 40.00 hrs/yr | 1.00 | # people | \$828.00              |
|-----------------|----------------------|--------------|------|----------|-----------------------|
| <b>g. Bonus</b> |                      |              |      |          |                       |
| 1. Wages        |                      |              |      |          |                       |
| 2. Benefits     |                      |              |      |          |                       |
| a. Health       | \$2.34 per hr work x | 40.00 hrs/yr | 1.00 | # people | \$83.60               |
| b. Pension      | \$1.65 per hr work x | 40.00 hrs/yr | 1.00 | # people | \$66.00               |
| c. Annuity      | \$1.98 per hr work x | 40.00 hrs/yr | 1.00 | # people | \$78.40               |
| d. Sick         | \$0.96 per hr work x | 40.00 hrs/yr | 1.00 | # people | \$26.40               |
| e. Training     | \$0.14 per hr work x | 40.00 hrs/yr | 1.00 | # people | \$5.60                |
| 3. F.I.C.A.     | \$828.00 per annum x | 7.65%        |      | =        | \$63.34               |
|                 |                      |              |      |          | <b>\$1,161.34 DEC</b> |



[illegible]

|            |               |       |       |      |          |                   |
|------------|---------------|-------|-------|------|----------|-------------------|
| \$13.33    | hourly rate x | 20.00 | hr/yr | 7.00 | # people | \$1,866.20        |
| \$1,866.20 | per annum x   | 7.65% |       |      | =        | \$142.78          |
|            |               |       |       |      |          | <u>\$2,008.98</u> |
|            |               |       |       |      |          | DEC               |

| B. Security Guard - Other than Base Salary |              |               |          |          |      |            |              |                 |                |
|--|--------------|---------------|----------|----------|------|------------|--------------|-----------------|----------------|
| 2 PERSONNEL                                |              |               |          |          |      |            |              |                 |                |
| a. Wages                                   | \$14.84      | hourly rate x | 4,160.00 | hrs/yr x | 1.00 | # people = | \$61,734.40  |                 | \$92,054.12    |
| b. Overtime - sick, h'day, b'day, medical  | \$22.26      | hourly rate x | 384.00   | hrs/yr x | 1.00 | # people = | \$8,547.84   |                 |                |
| c. Benefits                                | \$22.26      | hourly rate x | 0.00     | hrs/yr x | 1.00 | # people = | \$0.00       |                 |                |
| 1. Health                                  | \$5,786.31   | per annum x   |          |          | 2.00 | # people = | \$11,572.62  | JAN-APR-JUL-OCT |                |
| 2. Pension                                 | \$17.51      | per week x    | 52.00    | wks/yr   | 2.00 | # people = | \$1,821.04   | JAN-APR-JUL-OCT |                |
| 3. Annuity                                 | \$7.24       | per week x    | 52.00    | wks/yr   | 2.00 | # people = | \$752.96     | JAN-APR-JUL-OCT |                |
| 4. Legal Fund                              | \$188.37     | per annum x   |          |          | 2.00 | # people = | \$376.74     | JAN-APR-JUL-OCT |                |
| 5. Training                                | \$65.70      | per annum x   |          |          | 2.00 | # people = | \$131.40     | JAN-APR-JUL-OCT |                |
| d. F.I.C.A.                                | \$70,282.24  | per annum x   | 7.65%    |          |      |            | \$5,376.59   |                 |                |
| e. FUI & SUI                               | \$7,000.00   | x             | 6.10%    |          | 2.00 | # people = | \$854.00     |                 |                |
| f. Disability                              | \$17,680.00  | x             | 0.70%    |          | 2.00 | # people = | \$247.52     |                 |                |
|  |              |               |          |          |      |            |              |                 | \$91,415.11    |
| g. Bonus                                   |              |               |          |          |      |            |              |                 |                |
| 1. Wages                                   | \$14.84      | hourly rate x | 20.00    | hrs/yr   | 2.00 | # people = | \$593.60     |                 |                |
| 2. Benefits                                |              |               |          |          |      |            |              |                 |                |
| a. Health                                  |              |               |          |          |      |            |              |                 |                |
| b. Pension                                 |              |               |          |          |      |            |              |                 |                |
| c. Annuity                                 |              |               |          |          |      |            |              |                 |                |
| d. Sick                                    |              |               |          |          |      |            |              |                 |                |
| e. Training                                |              |               |          |          |      |            |              |                 |                |
| 3. F.I.C.A.                                | \$593.60     | per annum x   | 7.65%    |          |      |            | \$45.41      |                 | \$639.01       |
| C. Security Guard - Other than Base Salary |              |               |          |          |      |            |              |                 |                |
| 3 PERSONNEL                                |              |               |          |          |      |            |              |                 |                |
| a. Wages                                   | \$16.15      | hourly rate x | 6,240.00 | hrs/yr x | 1.00 | # people = | \$100,776.00 |                 | \$153,222.12   |
| b. Overtime - sick, h'day, b'day, medical  | \$24.22      | hourly rate x | 676.00   | hrs/yr x | 1.00 | # people = | \$16,372.72  |                 |                |
| c. Benefits                                | \$24.22      | hourly rate x | 0.00     | hrs/yr x | 1.00 | # people = | \$0.00       |                 |                |
| 1. Health                                  | \$5,786.31   | per annum x   |          |          | 3.00 | # people = | \$17,358.93  | JAN-APR-JUL-OCT |                |
| 2. Pension                                 | \$17.51      | per annum x   | 52.00    | wks/yr   | 3.00 | # people = | \$2,731.56   | JAN-APR-JUL-OCT |                |
| 3. Annuity                                 | \$7.24       | per week x    | 52.00    | wks/yr   | 3.00 | # people = | \$1,129.44   | JAN-APR-JUL-OCT |                |
| 4. Legal Fund                              | \$188.37     | per annum x   |          |          | 3.00 | # people = | \$565.11     | JAN-APR-JUL-OCT |                |
| 5. Training                                | \$65.70      | per annum x   |          |          | 3.00 | # people = | \$197.10     | JAN-APR-JUL-OCT |                |
| d. F.I.C.A.                                | \$117,148.72 | per annum x   | 7.65%    |          |      |            | \$8,981.88   |                 |                |
| e. FUI & SUI                               | \$7,000.00   | x             | 6.10%    |          | 3.00 | # people = | \$1,281.00   |                 |                |
| f. Disability                              | \$17,680.00  | x             | 0.70%    |          | 3.00 | # people = | \$371.28     |                 |                |
| g. Bonus                                   |              |               |          |          |      |            |              |                 |                |
| 1. Wages                                   | \$16.15      | hourly rate x | 200.00   | hrs/yr x | 1.00 | # people = | \$3,230.00   |                 |                |
| 2. Benefits                                |              |               |          |          |      |            |              |                 |                |
| a. Health                                  |              |               |          |          |      |            |              |                 |                |
| b. Pension                                 |              |               |          |          |      |            |              |                 |                |
| c. Annuity                                 |              |               |          |          |      |            |              |                 |                |
| d. Sick                                    |              |               |          |          |      |            |              |                 |                |
| e. Training                                |              |               |          |          |      |            |              |                 |                |
| 3. F.I.C.A.                                | \$3,230.00   | per annum x   | 7.65%    |          |      |            | \$247.10     |                 | \$3,477.10 Dec |



B. Vacation Replacement - Freight Operators

|               |             |               |        |        |      |          |             |  |                       |
|---------------|-------------|---------------|--------|--------|------|----------|-------------|--|-----------------------|
| a. Wages      | \$14.84     | hourly rate x | 920.00 | hrs/yr | 1.00 | # people | \$13,852.80 |  | \$15,248.00           |
| b. Overtime   | \$22.28     | hourly rate x | 0.00   | hrs/yr | 0.00 | # people | \$0.00      |  |                       |
| c. Benefits   | \$22.28     | hourly rate x | 0.00   | hrs/yr | 0.00 | # people | \$0.00      |  |                       |
| d. Health     |             |               |        |        |      |          |             |  |                       |
| e. Pension    |             |               |        |        |      |          |             |  |                       |
| f. Annuity    |             |               |        |        |      |          |             |  |                       |
| g. Sick       |             |               |        |        |      |          |             |  |                       |
| h. Training   |             |               |        |        |      |          |             |  |                       |
| i. F.I.C.A.   | \$13,852.80 | per annum x   | 7.65%  |        | 1.00 | # people | \$1,044.44  |  |                       |
| j. FUI & SUI  | \$7,000.00  | x             | 6.10%  |        | 1.00 | # people | \$427.00    |  |                       |
| k. Disability | \$17,880.00 | x             | 0.70%  |        | 1.00 | # people | \$123.76    |  |                       |
|               |             |               |        |        |      |          |             |  | \$15,248.00 APR - SEP |

SECURITY

.....  
\$4,200  
.....

44 - SECURITY

- A) Contract for maintenance of security equipment - 01/01/96 - 12/31/96
- B) Gate Management - Bar Code ID system contract
- C) Background investigations for new employees
- D) Misc supplies for building security system

|       |       |
|-------|-------|
| 1,700 |       |
| 1,200 | May   |
| 800   |       |
| 700   |       |
|       | 4,200 |

\*\*\*Note in Jan 1997 we will increase maintenance budget to reflect additional equipment added in 1996.

.....  
MISC OPERATING EXPENSE ..... \$93,200  
.....

|   |              |          |
|---|--------------|----------|
| 35 - WATER TREATMENT - contract for full service 1/01/08 - 12/31/08<br>and auto feed system   | 17,500       | 20,500   |
|   | 3,000        |          |
| 38 - LAUNDRY & UNIFORM CLEANING -<br>A) Security & Engineer -<br>1. W.H. Christlan (9 Engineers, 5 Freight Operators and 5 Cleaners)<br>(9 x \$5.00 per week x 5%) + (5 x 2.65 per week x 4% Incr) + (5 x 2.76 per week x 4% Incr) x 8.25% sales tax<br>2. W.H. Christlan (1 Security Supervisor and 9 Guards: 2 security supervisors in suite)<br>(1 x \$19.75 per week x 4%) + (9 x 14.00 per week x 5% Incr) x 8.25% sales tax x 52 weeks<br>B) Additional Uniform & Jacket Purchase | 4,200        |          |
|   | 8,500        |          |
|   | 2,600        | 15,300   |
| 43 - LANDSCAPING<br>A) Flowers for Lobby - \$780/mth x 4% increase x 8.25% x 12 months  | 10,500       | 10,500   |
| 45 - TELEPHONES<br>A) Telephone bills (avg 1,050/mth)<br>B) Eastern Communication   | 12,600       | 13,800   |
|   | 1,000        |          |
| 47 - DIRECTORY SERVICE  | \$0          | 0        |
| 48 - PERMITS AND FEES<br>A) New York Fire Department equipment inspection:<br>B) NYC Inspection<br>- 75.00/cab x 25 Cabs x 2 per year<br>C) RAB   | \$4,000      |          |
|   | \$3,800      |          |
|   | \$1,600      |          |
|   |              | 9,400    |
| 51 - OFFICE SUPPLIES  | \$3,900      | 3,900    |
| 53 - MISC<br>A) Christmas Display<br>B) Contingency   | \$10,000 Dec |          |
|   | \$5,000      | 15,000   |
| 56 - BM SUNDRY EXPENSES<br>A) Meal allowance  | \$5,000      | 5,000    |
|   |              |          |
|   | -----        | -----    |
|   | \$93,200     | \$93,200 |



INSURANCE  
 .....  
 \$243,300  
 .....

1995 rates used and increased Property & Liability Insurance by 10%.

|                    |         |                                      |
|--------------------|---------|--------------------------------------|
| PROPERTY           | 55,000  |                                      |
| WORK COMP          |         |                                      |
| a. Union labor     | 75,800  |                                      |
| b. Administrative  | 900     |                                      |
| PRIMARY UMBRELLA   | 47,600  | 1,216,565 / \$100 of payroll x \$.23 |
| NY DISABILITY BEN  | 700     | 153,613 / \$100 of payroll x \$.57   |
| BOILER & MACH      | 0       |                                      |
| WC CLEANING        | 0       |                                      |
| LIAB & ADMIN       | 0       |                                      |
| GENERAL AGGREGA    | 58,300  |                                      |
| CRIME              | 1,250   |                                      |
| EMP DISHONESTY &   | 1,250   |                                      |
| DIRECTOR LIABILITY |         |                                      |
| MISC               | 2,500   |                                      |
|                    | 243,300 | APR                                  |

MANAGEMENT FEE  
 .....  
 \$200,000  
 .....

MANAGEMENT FEE - SANDHURST \$200,000 per annum

| SANDHURST |         |
|-----------|---------|
| JAN 98    | 16,700  |
| FEB 98    | 16,700  |
| MAR 98    | 16,600  |
| APR 98    | 16,700  |
| MAY 98    | 16,700  |
| JUN 98    | 16,600  |
| JUL 98    | 16,700  |
| AUG 98    | 16,700  |
| SEP 98    | 16,600  |
| OCT 98    | 16,700  |
| NOV 98    | 16,700  |
| DEC 98    | 16,600  |
|           | 200,000 |

REAL ESTATE TAXES ..... \$0 .....

MORTGAGE ..... \$0 .....

INTEREST EXPENSE ..... \$0 .....

GROUND RENT ..... \$0 .....

RENT COMMISSIONS ..... \$0 .....

RENT EXPENSE ..... \$0 .....

LEGAL & ACCOUNTING ..... \$35,300 .....

|               |                 |   |
|---------------|-----------------|---|
| A. LEGAL      | \$24,000        | Estimate of costs for annual tax return, financial statement of Condominium and |
| B. ACCOUNTING | \$11,300        | misc legal services.  |
|               | <u>\$35,300</u> |   |

MISC ADMINISTRATION EXP .....  
 ..... \$24,000  
 .....

A. MISC EXPENSES ie. Petty cash, blue printing, office expenses, etc  
 --- -- Board of Managers Expenses 01/01/96 - 12/31/96

\$15,000  
\$9,000  
 \$24,000

CAPITAL IMPROVEMENTS .....  
 ..... \$411,300  
 .....

A. Building Office Relocation  
 B. Replace Main Roof & fire safing of common elements  
 C. Install camera and alarm in Emergency Exit Staircase H  
 Assumes building office will not be relocated in 1996.

0 On hold providing Travelers does not sell space  
 400,000 May & Jun  
 11,300 Jun  
 411,300

TENANT ALTERATIONS .....  
 ..... \$0  
 .....

LEASE CANCEL EXPENSE .....  
 ..... \$0  
 .....



Exhibit 5

CERTIFICATION OF MANAGING AGENT RE ADEQUACY OF 1996 BUDGET

New York State Department of Law  
120 Broadway, 23rd Floor  
New York, New York 10271

Attention: Real Estate Financing Bureau

Re: The 633 Third Avenue Condominium  
633 Third Avenue  
New York, New York (the "Condominium")

Gentlemen:

We are the Managing Agent for the captioned Condominium. We prepared the budget adopted by the Board of Managers of the Condominium for the 1996 calendar year (the "1996 Budget").

We certify that the projections in 1996 Budget are reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the 1996 calendar year.

We further certify that we are not owned or controlled by the Sponsor, the Travelers Insurance Company. We understand that a copy of this certification is intended to be incorporated into an amendment to the offering plan for the Condominium. This statement is not intended as a guarantee or warranty of the income and expenses of condominium operation for the 1996 calendar year.

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

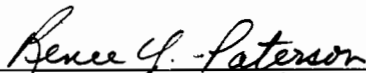
SANDHURST ASSOCIATES, LTD.

By: 

Name: John J. Whalen

Title: General Manager

Sworn to before me this  
6<sup>th</sup> day of February, 1996.

  
Notary Public

212250.8/2597-001/020596

RENEE Y PATERSON  
Notary Public, State of New York  
No. 01PA5035588  
Qualified in New York County  
Commission Expires November 7, 1996



Exhibit 6

THIRD AMENDMENT TO  
DECLARATION AND BY-LAWS





### THIRD AMENDMENT TO THE DECLARATION

Establishing a Plan for Condominium Ownership of the Premises known as and by the street number 633 Third Avenue, New York, New York, pursuant to Article 9B of the Real Property Law of the State of New York.

NAME: THE 633 THIRD AVENUE CONDOMINIUM

SPONSOR: THE TRAVELERS INSURANCE COMPANY  
c/o Real Estate Investments  
388 Greenwich Street  
New York, New York 10013

DATE OF DECLARATION: FEBRUARY 22, 1995

PREPARED BY: HERRICK, FEINSTEIN LLP  
Attorneys for Sponsor  
2 Park Avenue  
New York, New York 10016

The Land affected by the within instrument lies in Block 1314, on the Tax Map of the Borough of Manhattan, City, County and State of New York.

RECORD AND RETURN:  
HERRICK, FEINSTEIN  
Attorneys for Sponsor  
2 Park Avenue, 21st Floor  
New York, New York 10016  
Attn: Laura S. Norman, Esq.

| F/K/A: Lot 9<br>N/K/A: Lots | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation |
|-----------------------------|---------|---------------------|---------|---------------------|---------|---------------------|---------|---------------------|---------|---------------------|
|                             | 1401    | 2                   | 1413    | 14                  | 1425    | 26                  | 1437    | 38                  | 1449    | C-3                 |
|                             | 1402    | 3                   | 1414    | 15                  | 1426    | 27                  | 1438    | 39                  | 1450    | C-4                 |
|                             | 1403    | 4                   | 1415    | 16                  | 1427    | 28                  | 1439    | 41-A                | 1451    | C-5                 |
|                             | 1404    | 5                   | 1416    | 17                  | 1428    | 29                  | 1440    | SC-1                | 1452    | C-6                 |
|                             | 1405    | 6                   | 1417    | 18                  | 1429    | 30                  | 1441    | SC-2                | 1453    | C-7                 |
|                             | 1406    | 7                   | 1418    | 19                  | 1430    | 31                  | 1442    | SC-3                | 1454    | 1-A                 |
|                             | 1407    | 8                   | 1419    | 20                  | 1431    | 32                  | 1443    | SC-4                | 1455    | 1-B                 |
|                             | 1408    | 9                   | 1420    | 21                  | 1432    | 33                  | 1444    | SC-5                | 1456    | 1-C                 |
|                             | 1409    | 10                  | 1421    | 22                  | 1433    | 34                  | 1445    | SC-6                | 1457    | 1-D                 |
|                             | 1410    | 11                  | 1422    | 23                  | 1434    | 35                  | 1446    | SC-7                | 1458    | 1-E                 |
|                             | 1411    | 12                  | 1423    | 24                  | 1435    | 36                  | 1447    | C-1                 |         |                     |
|                             | 1412    | 13                  | 1424    | 25                  | 1436    | 37                  | 1448    | C-2                 |         |                     |



THIRD AMENDMENT TO THE DECLARATION AND BY-LAWS  
OF THE 633 THIRD AVENUE CONDOMINIUM  
633 THIRD AVENUE  
NEW YORK, NEW YORK

The Declaration and the By-Laws of The 633 Third Avenue Condominium, dated February 22, 1995 and recorded in the New York City Register's Office (the "**Register's Office**") on March 9, 1995 in Reel 2189, page 0766 (the "**Original Declaration**"), as amended by that certain First Amendment to the Original Declaration and By-Laws dated August 8, 1995 and recorded in the Register's Office on September 14, 1995 in Reel 2243, Page 1131 (the "**First Amendment**") and that Second Amendment to the Original Declaration and By-Laws, dated October 11, 1995, and recorded in the Register's Office on November 28, 1995 in Reel 2266, Page 37 (the "**Second Amendment**"), is hereby further amended pursuant to Article XIX of the Original Declaration as set forth below. All capitalized terms used in this Third Amendment and not defined herein shall have the same meanings set forth in Schedule C of the Original Declaration as amended, unless the context otherwise requires. References in this Third Amendment to the "**Declaration**" shall be deemed to refer to the Original Declaration, and references to the "**By-Laws**" shall be deemed to refer to the By-Laws which are part of the Original Declaration, each as amended by the First Amendment, the Second Amendment and this Third Amendment.

A. Subparagraph (g)(i) of Article V of the Declaration is amended as follows:

"(i) the electrical system of the Building, specifically including the "**Electrical Distribution System**" as such term is defined in Article V, Section 15 of the By-Laws and any source disconnect switch (a "**Source Disconnect Switch**") supplying electrical capacity to any Unit from the Components (as defined in Section 15 of Article V of the By-Laws), whether such Source Disconnect Switch is existing on the date of the Third Amendment to this Declaration and the By-Laws (referred to herein and in the By-Laws as the "**Third Amendment**") or is hereafter installed by the Board of Managers or any Unit Owner. The electrical system of the Building shall not include (x) any portions of the electrical system beyond (i.e., "downstream of") any Source Disconnect Switch or (y) any other Service Equipment."

B. Paragraph 5(a) of Section E of Article XI of the Declaration is deleted and replaced with the following paragraph:

"5. (a) The Declarant, when conveying any Unit, shall have the right to grant to the Unit Owner of such Unit the right (exclusive or non-exclusive, as the Declarant

shall elect): (i) to install new or additional Service Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment or Service Equipment then existing therein; (ii) to perform Work to the Building Systems and such Unit Owner's Unit(s) that the Declarant is entitled to perform pursuant to Section 15 of Article V of the By-Laws and otherwise exercise any of the rights granted to the Declarant in connection with the performance of such Work; or (iii) to authorize the Board of Managers to install new or additional Building Systems Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment then existing therein, subject, in any case, to such reservations, apportionments, allocations and limitations as the Declarant shall elect."

C. Paragraph 6 of Section E of Article XI of the Declaration is deleted and replaced with the following paragraph:

"6. From and after the first date on which the Declarant owns no Unit above the subcellar level and below the 40th floor the Board of Managers shall have the right (a) to authorize others to install new or additional Service Equipment in any Declarant Easement Zone or to relocate within any Declarant Easement Zone any Building Systems Equipment or Service Equipment then existing therein; or (b) to install new or additional Building Systems Equipment, or relocate any Building Systems Equipment then existing, in any Declarant Easement Zone, except, in either case, to the extent otherwise provided in any grant made by the Declarant pursuant to paragraph 5 of this Section E. Such right of the Board of Managers shall be exclusive except as provided in paragraph 4 of this Section E. The Board of Managers shall not exercise such right in any manner which would prevent or materially interfere with the Declarant's rights and obligations under Section 15 of Article V of the By-Laws to install Declarant Distribution Equipment or which would materially increase the cost to the Declarant of such installation."

D. Paragraph 7 of Section E of Article XI of the Declaration is deleted and replaced with the following paragraph:

"7. Any Unit Owner shall have the right to install:

(a) new or additional telecommunications Service Equipment in the Existing Telephone Closets; and

(b) new or additional electrical Service Equipment in the Existing Electric Closets (including the

installation of Service Equipment to draw electricity from any of the Building Systems as permitted by Section 15 of Article V of the By-Laws);

provided, however, that the only new or additional Service Equipment installed by any Unit Owner in any portion of the Existing Telephone Closets or the Existing Electrical Closets outside of its Unit shall be pipes, wires, risers, cables, conduits and other lines, or equipment used for drawing electricity from any of the Building Systems as permitted by Section 15 of Article V of the By-Laws."

E. The definition of "Service Equipment" set forth in paragraph 97 of Schedule C of the Declaration is deleted in its entirety and replaced with the following definition:

"Service Equipment" shall mean:

(a) all of the following now existing or hereafter installed in the Building, serving one or more Units and not otherwise described as being part of the Common Elements: (i) pipes, wires, ducts, risers, cables, conduits and other lines, cabling, conduit, switchgear or other electrical equipment beyond (i.e., "downstream of") any Source Disconnect Switch or used solely to distribute electricity in the interior of any Unit or to transfer electricity between Units for interior distribution, whether or not such equipment is located in a Unit or, to the extent permitted under Articles XI and XII of the Declaration, in Common Elements; (ii) any other electrical distribution system installed by a Unit Owner pursuant to subparagraph (g)(i) of Section 15 of Article V of the By-Laws; and (iii) mechanical or other equipment, including supplemental air-conditioning systems, antennas and other communication devices; and

(b) any antennas or other communications devices and any ancillary electrical equipment hereafter installed on the Roof of the Building by the Unit Owner of Unit 41-A whether or not serving any Unit."

F. Section 15 of Article V of the By-Laws of the Original Declaration is deleted in its entirety and replaced with the following:

**Section 15. Electricity.** (a) To the extent that electricity is provided to the Property by Con Edison or another utility or supplier, the Condominium shall furnish electricity to the Units, to Service Equipment and to the

Building Systems and other Common Elements in accordance with this Section 15, provided that electricity may also be obtained directly by a Unit Owner from another utility or supplier as set forth in subparagraph (g)(i) below.

(b) For purposes of this Section 15, **"Force Majeure Event"** shall mean any event beyond the reasonable control of the Condominium, which may include, without limitation, a strike or other labor disturbance, damage or destruction caused by a fire or other casualty, a hurricane, earthquake or other act of God, a riot or other disturbance or conflict, a restriction, prohibition or requirement under Applicable Law or imposed by a Governmental Authority, and a reduction in the supply of electricity provided by any utility or other supplier serving the Condominium.

(c) The term **"Permitted Electrical Demand Load"** with respect to any Unit shall mean the sum of:

(i) the product of six and 24/100 (6.24) watts per square foot, multiplied by the area of said Unit as set forth on Schedule B to the Declaration (the **"Base Permitted Electrical Demand Load"**); plus

(ii) such Unit's Allocable Share of the Building's Excess Electrical Capacity, if any;

provided, however, that the Unit Owner of any Unit may transfer to any other Unit all or any part of its then current Permitted Electrical Demand Load under this Section 15 and, in such a case, after the Unit Owner making such a transfer has notified the Board of Managers thereof in writing as provided in the next sentence, the term **"Permitted Electrical Demand Load,"** with respect to both the transferor and the transferee Units, shall mean the aforesaid sum as adjusted upward or downward, as the case may be, by such transfer and all transfers prior thereto. Any Unit Owner making such a transfer shall set forth in the notice thereof given to the Board of Managers the identification of the Unit from which the transfer is being made, the identification of the Unit to which the transfer is being made and the amount of electricity entitlement being transferred.

After the occurrence and during the continuation of a Force Majeure Event, and not at any other time or for any other reason, the then current Permitted Electrical Demand Load with respect to each Unit may be reduced by the Board of Managers to the extent that the Board of Managers reasonably determines that due to such Force Majeure Event, such reduction is required in order that sufficient electrical

service, not otherwise reasonably available, be provided to the Common Elements, provided, however, the then current Permitted Electrical Demand Load with respect to each Unit shall be reduced by the same percentage. The Board of Managers shall, as promptly as reasonably possible, notify all Unit Owners of any such reduction and shall delay the effectiveness of such reduction, if practicable under the circumstances, for such period, if any, as it shall elect in order to afford each Unit Owner an opportunity to make any reduction in its electrical demand, or other alternative arrangements, required for such Unit Owner to comply with its obligations under this Section 15. Any electrical service becoming available for the Common Elements as a result of any reduction in the Permitted Electrical Demand Load required by the Board of Managers due to a Force Majeure Event shall be available solely to afford the Common Elements sufficient electrical service as determined by the Board of Managers during the continuance of such Force Majeure Event. Any provision of this paragraph (c) to the contrary notwithstanding, the Permitted Electrical Demand Load of all Units may be reduced as a result of a reduction of the Building's Excess Electrical Capacity as provided in paragraph (d) below.

(d) The "Building's Excess Electrical Capacity" shall mean the amount, if any, as reasonably determined from time to time by the Board of Managers, by which the total electrical service to the Building exceeds the sum of:

(i) the Base Permitted Electrical Demand Load of all Units; plus

(ii) the demand load of the Common Elements, including a reasonable reserve therefor, as the same may be reasonably determined by the Board of Managers from time to time;

provided, however, that the initial determination of the Building's Excess Electrical Capacity may be made either by the Declarant or by the Board of Managers, whichever acts first. Any second or subsequent determination of the Building's Excess Electrical Capacity pursuant to this Section 15(d) shall override all previous determinations thereof, provided that if any such determination of the Building's Excess Electrical Capacity shall be less than the next preceding determination thereof, then the Board of Managers shall delay the effectiveness of such second or subsequent determination for such period, if any, as it shall elect (but at least sixty (60) days and no more than one hundred twenty (120) days) in order to afford each Unit Owner an opportunity

to make any reduction in its electrical demand, or other alternative arrangements, required for such Unit Owner to comply with its obligations under this Section 15, except for any reduction in the Building's Excess Electrical Capacity made on the date of the Third Amendment or made by reason of a Force Majeure Event, which reductions may be effective immediately.

(e) The "**Allocable Share**" of the Building's Excess Electrical Capacity shall mean:

(i) with respect to any UNDC Unit, the portion of the Building's Excess Electrical Capacity determined by multiplying the same by a fraction the numerator of which is the Common Interest of such UNDC Unit and the denominator of which is the Common Interest of all Units; and

(ii) with respect to any other Unit, such portion of the Building's Excess Electrical Capacity as shall be specified by the Declarant, so long as it shall own any Unit above the subcellar of the Building, or thereafter by the Board of Managers; provided, however, that in no event shall the aggregate Allocable Share of all such other Units exceed the portion of the Building's Excess Electrical Capacity determined by multiplying the same by a fraction the numerator of which is the aggregate Common Interest of all such other Units and the denominator of which is the Common Interest of all Units.

(f) (i) As used in this paragraph (f), the following terms shall have the meanings set forth below:

(A) "**Declarant Distribution Equipment**" shall mean any pipe, wire, cabling, conduit, switchgear or other electrical equipment which may be installed by Declarant in connection with (1) the initial sale by the Declarant of Units SC-1, SC-2, SC-3, 1D, 1E, 2, 3, 4 and/or 5 or any thereof, as such Units may be combined, subdivided and/or reconfigured pursuant to Article IX of the Declaration; (2) the creation and initial sale by the Declarant of any new Units resulting from the combination, subdivision and/or reconfiguration of the Units in clause (1) (the Units identified in clauses (1) and (2) shall be referred to collectively herein as



the "SKI Units"); and (3) to fulfill Declarant's obligations under subparagraph (f)(ii) below. The Declarant Distribution Equipment shall specifically exclude any pipe, wire, cabling, conduit, switchgear or other electrical equipment which may be installed by Declarant in connection with the initial sale of the "TDE Units" (as such term is hereinafter defined), if such equipment would enable any Unit Owner to obtain from the Building Systems a type and level of electrical service materially exceeding that generally available to Unit Owners from the Building Systems existing at the time of such installation, unless a majority of the members of the Board of Managers, other than any member who is a designee of the Declarant, agrees that such equipment shall be included as part of the Declarant Distribution Equipment;

(B) "TDE Units" shall mean Units SC-4, SC-5, SC-6, SC-7, C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, 1-A, 1-B, 1-C and 41-A or any thereof, as such Units may be combined, subdivided and/or reconfigured pursuant to Article IX of the Declaration and any new Units resulting from such combination, subdivision and/or reconfiguration of such Units;

(C) "DDE Units" shall mean the SKI Units and the TDE Units or any of them;

(D) "Electrical Distribution System" shall mean: (1) the bus ducts of the Building electrical system identified as 1, 2, 3 and 4; (2) the branches of such bus ducts identified as 1A, 1B, 1EXT, 2A and 2B; (3) the pipe, wire, cabling, conduit, switchgear or other electrical equipment connected to such bus ducts and branches, excluding Service Equipment; (4) the pipe, wire, cabling, conduit, switchgear or other electrical equipment delivering electricity from the Building switchboards directly to any Source Disconnect Switch servicing a Unit, which are in existence on the date of the Third Amendment or are thereafter installed by the Board of Managers; (5) the Declarant Distribution Equipment; and (6) any Work

performed by the Board of Managers on or to any of the items included in the definition of Electrical Distribution System in clauses 1 through and including 5 above. The term "**Electrical Distribution System**" shall not include bus ducts 5 and 6.

(E) "**Maximum Distribution Capacity**" shall mean with respect to any Unit, the watts per square foot of such Unit (calculated in accordance with Schedule B of the Declaration) shown for such Unit on Exhibit 1, dated as of the date of the Third Amendment, annexed to the Third Amendment (the "**Initial Exhibit 1**"), as such Initial Exhibit 1 may be amended from time to time in accordance with paragraph (j) of this Section 15 (references in this Section 15 to "**Exhibit 1**" shall mean the Initial Exhibit 1, as same may be amended from time to time in accordance with paragraph (j)). If any of the Declarant Distribution Equipment is installed, then the Maximum Distribution Capacity of a DDE Unit for which such Declarant Distribution Equipment has been installed shall be adjusted either (1) upward as set forth on the Initial Exhibit 1 and as certified to the Board of Managers by an electrical engineer approved or designated by the Board of Managers (it being understood that the Board of Managers may limit such approval or designation to a single electrical engineer) (an "**Approved Engineer**") to be the maximum distribution capacity available to such Unit after the Declarant Electrical Distribution Equipment is installed, or (2) if no adjustment is included on the Initial Exhibit 1 for such DDE Unit or if the relevant DDE Unit is not included on the Initial Exhibit 1, then the Maximum Distribution Capacity of such DDE Unit shall be the maximum distribution capacity certified to the Board of Managers by an Approved Engineer after the Declarant Distribution Equipment with respect to such DDE Unit is installed.

(F) "**Component**" or "**Components**" shall mean the components of the Electrical Distribution System serving a Unit or Units from time to

time, including the distribution sources referred to on Exhibit 1.

(ii) The Maximum Distribution Capacity of the Electrical Distribution System and the Components through which such capacity is delivered to each Unit as of the date of the Third Amendment are set forth on the Initial Exhibit 1. If and to the extent that the Electrical Distribution System is not already so configured, the Condominium shall configure the Electrical Distribution System servicing Units 2 through and including 39 so that the Electrical Distribution System shall be able safely to deliver electricity in an amount equal to the Maximum Distribution Capacity for each such Unit shown on the Initial Exhibit 1 from (A) the Components indicated on Initial Exhibit 1 with respect to such Unit or (B) such other Components as may be designated by the Board of Managers as set forth in paragraph (j) below. The Declarant, solely in connection with the initial sale of the DDE Units, shall be responsible for performing any Work necessary to configure the Electrical Distribution System servicing such DDE Units, if and to the extent not already so configured, so that the Electrical Distribution System shall be able safely to deliver electricity to each DDE Unit in an amount equal to the Maximum Distribution Capacity for each such DDE Unit shown on the Initial Exhibit 1, or with respect to Units 2, 3 and 4, seven (7) watts per square foot from the Components indicated on the Initial Exhibit 1 with respect to each such Unit and/or from the Declarant Distribution Equipment (the "DDE Work"), in each case as certified by an Approved Engineer and in compliance with the following conditions: (A) the Maximum Distribution Capacity at such time of any other Unit shall remain no less than its Maximum Distribution Capacity immediately prior to the performance of the DDE Work; (B) any Units which are served by the same Components and are owned by the same Unit Owner must continue to be served by the same Components to the extent necessary to allow for the reallocation by such Unit Owner of the aggregate Maximum Distribution Capacity of such commonly owned and served Units among such Units, as permitted under subparagraph (f)(v) of this Section 15; (C) no other Unit suffers a material interruption of electrical service or other material adverse impact as a result of the DDE Work; and (D) the Declarant reimburses the Unit Owner of any Unit affected by the DDE Work for any Work needed to be performed to the electrical system of such Unit (and related expenses incurred by such Unit Owner) as a result of such DDE Work in order for such Unit to draw its then

current Maximum Distribution Capacity. Any Unit Owner is entitled to waive any of the conditions set forth in clauses (A), (B), (C) and (D) of this subparagraph (f)(ii). Any reconfiguration of the Electrical Distribution System performed by the Declarant under this subparagraph (f)(ii), and all other Work performed by the Declarant in connection with the original installation of any part of the Declarant Distribution Equipment shall be performed at the sole cost and expense of the Declarant. Notwithstanding the foregoing, any Alterations of the Electrical Distribution System made by the Declarant in order to comply with the Declarant's obligations under this subparagraph (f)(ii) together with the Declarant Distribution Equipment shall, upon completion in accordance with the applicable provisions of the Declaration and By-Laws, be treated as and become part of the Common Elements, and the Declarant shall have no responsibility therefor different from any other Unit Owner in respect of the Common Elements.

(iii) Each Unit Owner shall be entitled to draw electricity from the Components indicated on Exhibit 1 for its Unit(s) or from such other Components as designated, in writing, by the Board of Managers pursuant to and in accordance with paragraph (j) of this Section 15 for any purpose incidental to the use and occupancy of its Unit and/or operation of its Service Equipment; provided, however, that no Unit Owner shall draw electricity from the Electrical Distribution System in violation of the provisions of Articles XI and XII of the Declaration, including the General Work Conditions, or in excess of an amount equal to the lesser of (x) the Maximum Distribution Capacity for its Unit at such time or (y) its then current Permitted Electrical Demand Load.

(iv) Each Unit Owner shall be required, to the extent not existing on the date of the Third Amendment, to install the correct size Source Disconnect Switches for each of its Units before drawing electricity in an amount greater than the rated capacity of the then existing Source Disconnect Switch serving such Unit, which installation shall be certified to the Board of Managers by an Approved Engineer as correct for each of its Units and shall be at the sole cost and expense of such Unit Owner.

(v) (A) Notwithstanding any provision of this Section 15 to the contrary, any Unit Owner may draw some or all of the Permitted Electrical Demand Load for its Unit(s) from Building

Systems, excluding the portions of the Electrical Distribution System described in clauses 1, 2, 3, 5 and 6 of the definition of the "Electrical Distribution System" contained in sub-subparagraph (f)(i)(D) of Section 15, provided the following conditions are met:

(1) the drawing of such electricity will not violate the provisions of Articles XI and XII of the Declaration, including the General Work Conditions, and shall not utilize or otherwise affect bus ducts 5 and/or 6;

(2) the effect thereof will not reduce the amount of electricity available to the Unit Owner of any other Unit from the Components then serving such other Unit, below the lesser of (x) the Permitted Electrical Demand Load with respect to such other Unit at such time or (y) the Maximum Distribution Capacity of such other Unit at such time;

(3) the effect thereof shall not prevent the Unit Owner of any other Units which are served by the same Components and are owned by the same Unit Owner from reallocating the aggregate Maximum Distribution Capacity of such commonly owned and served Units among such Units, as permitted under this subparagraph (f)(v);

(4) no other Unit suffers a material interruption of electrical service or other material adverse impact as a result thereof;

(5) an Approved Engineer certifies to the Board of Managers that the drawing of such electricity from such other Building Systems is not inconsistent with the General Work Conditions and otherwise meets the requirements set forth above.

(B) Each Unit Owner owning more than one Unit may utilize any Component serving any of its Units to serve any other of its Units not served by such Component, provided however,

such additional service shall be provided only by Connective Service Equipment from such Component or from other Building Systems Equipment which then is distributing electricity to such Component and provided further that the conditions contained in clauses (1)-(5) of sub-subparagraph (f)(v)(A) above are met.

For example, without limiting the foregoing, a Unit Owner shall be permitted to install Connective Service Equipment to distribute electricity to its Units or Service Equipment from a Building switchboard which supplies electricity to the Components serving such Units, provided the conditions set forth in clauses (1)-(5) above are met.

(C) If any Units of a Unit Owner owning more than one Unit are served by the same Component, such Unit Owner may draw electricity from such Component to any of such Units in any amount such Unit Owner desires, provided the aggregate amount of electricity drawn from such Component by such Unit Owner does not exceed the aggregate Maximum Distribution Capacity of all such Units and provided further that the conditions contained in clauses (1)-(4) of sub-subparagraph (f)(v)(A) above are met and an Approved Engineer certifies to the Board of Managers that such conditions have been met and that the drawing of such electricity is not inconsistent with the General Work Conditions.

(vi) No Unit Owner shall be entitled to draw any electricity from Building bus ducts numbered 5 and 6, which are expressly reserved for the exclusive use of the Condominium to service the Common Elements.

(vii) The excess, if any, of the Permitted Electrical Demand Load of any Unit at any time over such Unit's Maximum Distribution Capacity at such time is hereinafter referred to as "**Excess Electricity**". Without limiting the rights or obligations of the Board of Managers, the Declarant or any other Unit Owner under Articles XI and XII of the Declaration or as otherwise set forth in paragraph (g) below, the Unit Owner of any Unit shall be permitted to draw Excess Electricity with

respect to its Unit from any Component, provided that such Unit Owner:

(A) shall not draw any Excess Electricity contrary to the limitation in subparagraph (f) (viii) of this Section 15;

(B) shall have completed any Work that is required in order to permit such Excess Electricity safely to be drawn from such other Component, and prior to performing any such Work, plans and specifications for such Work shall have been submitted to the Board of Managers together with a certificate from an Approved Engineer to the effect that (1) such Work conforms to Applicable Law and sound engineering practice, (2) after the completion of such Work, such Unit Owner will be able safely to draw such Excess Electricity from such other Component, (3) neither such Work, nor such drawing of Excess Electricity, will violate the limitation in subparagraph (f) (viii) of this Section 15 and (4) no Excess Electricity shall be drawn from bus ducts 5 and 6; and

(C) shall insure that such Excess Electricity will be metered either through its Dedicated Electric Meter (as such term is hereinafter defined in paragraph (h) of this Section 15) or through sub-meters measuring only electricity (in KWH) drawn by such Unit Owner for its Units and Service Equipment and not through any sub-meter or any Dedicated Electric Meter measuring electricity of any other Unit Owner's Unit or Service Equipment.

(viii) In no event shall any Unit Owner draw any Excess Electricity from any Component in violation of the provisions of Articles XI and XII of the Declaration, including the General Work Conditions, or if the effect thereof would be that the amount of electricity which the Unit Owner of any other Unit then served by such Component, without such Unit Owner so served being required to perform any Work, would be reduced below the lesser of (x) the Permitted Electrical Demand Load with respect to such Unit at such time or (y) the Maximum Distribution Capacity of such other Unit at such time. Nothing contained herein shall preclude a Unit Owner from

obtaining additional electricity pursuant to paragraph (g) below; and

(ix) In the event any Components are reconfigured in connection with obtaining electricity from PASNY or any supplier or utility other than Con Edison pursuant to this Section 15, then no Unit Owner shall be permitted to obtain Excess Electricity from any Component served by a utility or supplier of electricity different from the utility or supplier serving such Unit Owner's Units, without the consent of such other utility or supplier. In no event shall the Board of Managers permit the reconfiguration of any Component or the use of the Electrical Distribution System by any Unit Owner to obtain electricity from any utility or supplier other than Con Edison, if the effect thereof would be to reduce the Maximum Distribution Capacity at such time of any Unit owned by another Unit Owner, without such Unit Owner's consent, or is otherwise incompatible with the contemplated increases in Maximum Distribution Capacity for Units 2, 3, 4, and 5 as indicated in the Initial Exhibit 1.

(x) The Board of Managers shall not increase its draw of electricity from any Component if the effect thereof would be to reduce the Maximum Distribution Capacity of the Unit or Units served by such Component.

(g) (i) No Unit Owner shall be required to obtain all or any part of its electricity from the Condominium or through the Building Systems. Any Unit Owner may obtain all or any part of its electricity directly from any utility or other supplier (including PASNY), to the extent that Service Equipment therefor now exists or is hereafter installed by such Unit Owner pursuant to the Declaration, including paragraph 9 of Section E of Article XI, and, subject to the provisions of this paragraph (g), paragraph (j) below and all other provisions of the Declaration and the By-Laws, arrange for such electricity to be drawn directly through such Service Equipment and not through the Electrical Distribution System or the other Building Systems (except as permitted in subparagraph (f) (v) above or subparagraph (g) (ii) below). The provisions of this Section 15 which restrict the drawing of electricity from the Electrical Distribution System or the other Building Systems shall not apply to any such electricity obtained directly by a Unit Owner and distributed solely through its Service Equipment or to any charges therefor.



(ii) Any Unit Owner shall be permitted to draw through the Building Systems, including the Electrical Distribution System, electricity obtained directly from or metered by a utility or supplier (including PASNY) other than Con Edison, provided the Unit Owner obtains the prior consent of the Board of Managers, which consent may be withheld by the Board of Managers in its sole and absolute discretion and may be subject to such conditions as the Board of Managers, in its sole and absolute discretion, may impose. Without limiting the foregoing, the Board of Managers may require that any Work in connection with drawing such electricity through the Building Systems be performed by the Board of Managers. All cost and expense incurred by the Board of Managers in connection with any such reconfiguration or the obtaining of electricity from any utility or supplier other than Con Edison, including any Work needed to be performed to the Electrical Distribution System affecting the distribution of electricity to any other Unit Owner's Unit (and any related expenses incurred by such Unit Owner), if at the request and for the benefit of any Unit Owner and consented to by the Board of Managers pursuant to this subparagraph (g)(ii), shall be assessed as a Common Expense against the Unit of the Unit Owner making such request and shall be payable by such Unit Owner. Notwithstanding any provision of this subparagraph (g)(ii), if a Unit Owner is permitted to reconfigure the Electrical Distribution System pursuant to this subparagraph (g)(ii), such Unit Owner shall be subject to the conditions set forth in clauses (A)-(E) of subparagraph (j)(i) of this Section 15.

(iii) The Board of Managers shall cooperate to the extent practicable, at no cost or risk to the Condominium, the Board of Managers or any other Unit Owner, with the reasonable requests of any Unit Owner in connection with its efforts to obtain electricity from a utility or supplier other than Con Edison as permitted in subparagraph (g)(i) or as consented to by the Board of Managers under subparagraph (g)(ii).

(iv) If any Unit Owner or Unit Owners, acting together, shall obtain and distribute any of its or their electricity directly through its or their Service Equipment from any utility or other supplier (including PASNY) as permitted under subparagraph (g)(i), such Unit Owner(s) shall arrange to be billed directly for any and all charges for such electricity, and such Unit Owner(s) (and not the Condominium) shall be responsible for timely payment of such charges.

(h) The charges of the utility company with respect to any utility meter measuring only electricity drawn by a single Unit Owner for its Unit(s) or for its Service Equipment (herein referred to as a "**Dedicated Electric Meter**") shall be assessed as a Common Expense against such Unit(s) and shall be payable by such Unit Owner; provided, however, that such Unit Owner shall have the right to arrange for such charges to be billed directly by the utility company to such Unit Owner (and not to the Condominium), and after doing so, such Unit Owner shall be directly responsible to the utility company for such charges. Any Unit Owner shall have the right to install and maintain one or more Dedicated Electric Meters for any of its Units or Service Equipment. Any Unit Owner or Unit Owners, acting together, obtaining any electricity through any Dedicated Electric Meter or Dedicated Electric Meters shall have the right to obtain the same from PASNY.

(i) (i) The charges of the utility company with respect to any electricity drawn at the Property through a utility meter other than a Dedicated Electric Meter (hereinafter referred to as a "**Non-Exclusive Electric Meter**") shall be a Common Expense; provided however, that the portion of such charges applicable to any electricity drawn by any Unit Owner for its Unit(s) or for its Service Equipment (hereinafter referred to as a "**Unit Owner Electric Charge**"), calculated as provided below, shall be assessed as a Common Expense against such Unit(s) and shall be payable by such Unit Owner.

(ii) The Unit Owner Electric Charge applicable to any Unit Owner for a billing period shall be equal to the product of (A) the amount of electricity (in kilowatt hours without distinction between demand or consumption (hereinafter referred to as "**KWH**")) drawn by such Unit Owner for its Unit(s) or Service Equipment through any Non-Exclusive Electric Meters during such billing period, multiplied by (B) the Average Cost per KWH for such billing period. The term "**Average Cost per KWH**" shall mean with respect to a billing period (1) the total charges of the utility company (including demand charges, consumption charges, fuel adjustment and all other charges) for electricity measured by all Non-Exclusive Electric Meters for such billing period divided by (2) the total amount of the electricity (in KWH) drawn through all Non-Exclusive Electric Meters during such billing period.

(iii) The amount of electricity (in KWH) drawn by any Unit Owner for its Unit(s) or for its Service Equipment through any Non-Exclusive Electric Meter shall

be determined from time to time by estimates made by a qualified engineer or consultant selected by the Board of Managers from time to time, provided however that: if and to the extent that any such electricity is measured by a sub-meter now or hereafter installed measuring only electricity (in KWH) drawn by such Unit Owner for its Unit or its Service Equipment, then the amount so measured shall be employed in lieu of an estimate, and the amount of any such electricity not measured by such a sub-meter shall be determined by the estimates of such qualified engineer or consultant. The fees of such qualified engineer or consultant for making an estimate pursuant to the preceding sentence of the amount of electricity drawn by a Unit Owner shall be assessed as a Common Expense against the Unit to which such estimate relates and shall be payable by the Unit Owner of such Unit. The Condominium shall, if any Unit Owner requests, install one or more sub-meters measuring only electricity (in KWH) drawn by such Unit Owner for its Unit(s) and its Service Equipment. Without such request, the Condominium may install one or more sub-meters measuring only electricity (in KWH) drawn by a Unit Owner for its Unit(s) and its Service Equipment.

(iv) The cost of installation and maintenance of any sub-meter shall be assessed against the Unit(s) to which such sub-meter relates as a Common Expense and shall be payable by the Unit Owner of such Unit(s); provided, however, that the cost of installation of any sub-meter pursuant to the last sentence of subparagraph (i) (iii) of this Section 15 shall be a Common Expense.

(j) (i) Without limiting the rights of the Board of Managers under any other provision of the Declaration or the By-Laws, the Board of Managers may, without the necessity of amending the Declaration or the By-Laws, reconfigure the Electrical Distribution System, change or make Alterations to specific Components serving any Unit, designate different Components from which a Unit Owner may draw electricity from the Electrical Distribution System, or otherwise change or alter the Components serving any Unit from time to time in conformity with the requirements of the Declaration, including Section F of Article XI, (and/or permit a Unit Owner to do so in connection with the exercise of such Unit Owner's rights under subparagraph (g) (ii) of this Section 15), so long as: (A) the Maximum Distribution Capacity of such Unit remains no less than its Maximum Distribution Capacity immediately prior to such change, reconfiguration, or other Alterations; (B) any Units which are served by the

same Components and are owned by the same Unit Owner must continue to be served by the same Components to the extent necessary to allow for the reallocation by such Unit Owner of the aggregate Maximum Distribution Capacity of such commonly owned and served Units among such Units, as permitted under subparagraph (f)(v); (C) such Unit does not suffer a material interruption of electrical service or other material adverse impact as a result of such change, reconfiguration, redesignation or Alteration; (D) the Unit Owner of such Unit is reimbursed by the Condominium or the Unit Owner permitted by the Board of Managers to perform such change, reconfiguration, redesignation or Alteration, as applicable, for any Work needed to be performed to the electrical system of such Unit (and related expenses incurred by such Unit Owner) as a result of such change, reconfiguration, redesignation or other Alterations in order for such Unit to draw its then current Maximum Distribution Capacity from the Components specified by the Board of Managers; and (E) an Approved Engineer certifies to the Board of Managers such change, reconfiguration, redesignation or Alteration is not inconsistent with the General Work Conditions and otherwise certifies that the requirements set forth in clauses (A) through (C) above have been met (or waived by the Unit Owner); provided that any Unit Owner shall be entitled to waive any of the requirements set forth in clauses (A), (B), (C) or (D) of this subparagraph (j)(i).

(ii) The Board of Managers shall, without the necessity of amending the Declaration or the By-Laws, amend Exhibit 1 at any time and from time to time to reflect: changes to the Electrical Distribution System made pursuant to subparagraphs (f)(ii), (j)(i) or otherwise; or the addition of any new Units created pursuant to Article IX of the Declaration; or the then existing configuration, condition and capacity of the Electrical Distribution System as certified to the Board of Managers by an Approved Engineer. The Board of Managers shall promptly distribute a copy of any amendment to Exhibit 1 to all Unit Owners. The Board of Managers shall maintain and keep current: (A) a register of all transfers of Permitted Electrical Demand Load between Unit Owners; (B) a schedule of the Permitted Electrical Demand Load of each Unit; (C) a record of all Work to the Electrical Distribution System; and (D) a diagram of the Electrical Distribution System (collectively, the "**Building Electrical Information**"). All Unit Owners shall have access to the Building Electrical Information upon request therefor. Each Unit Owner shall submit to the Board of Managers a "load" letter upon submission to the Board of Managers of plans

and specifications for any Work to its Unit which will result in a material change in the electrical load of such Unit.

(k) The Board of Managers shall cause any Approved Engineer whose consent, certification or other approval is required by this Section 15, to respond to any request by a Unit Owner for such consent, certification or other approval within a reasonable time after the receipt by such Approved Engineer of such request, and if such consent, certification or approval is denied, to cause such Approved Engineer to promptly provide reasons for such denial in reasonable detail to such Unit Owner. All fees and expenses of such Approved Engineer in connection with such consent, certification or approval shall be borne by the Unit Owner requesting same.

(l) Nothing contained in this Section 15 shall be deemed to restrict or otherwise limit the provisions of Sections 23 and 26 of this Article V of the By-Laws.

E. All other terms and conditions of the Original Declaration and the By-Laws which are part of the Original Declaration, as amended by the First Amendment and the Second Amendment, remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Board of Managers has caused this Third Amendment to the Declaration and By-Laws of The 633 Third Avenue Condominium to be executed as of December 14, 1995.

THE BOARD OF MANAGERS OF  
THE 633 THIRD AVENUE CONDOMINIUM

By: 

Anne Nelson Zahner  
Its President

STATE OF NEW YORK                    )  
  ) SS.:  
COUNTY OF NEW YORK                )

On the 14th day of December, 1995,  
before me personally came Anne Nelson Zahner to me known to be the  
individual who executed to foregoing instrument, and who, being  
duly sworn by me, did depose and say that she resides at  
15 WOODLAWN AVE. NEW ROCKELLE, NY; that she is the President of the Board of  
Managers of The 633 Third Avenue Condominium, the corporation  
described herein and which executed the above instrument; that she  
signed her name thereto by order of the board of managers of the  
condominium and that she had authority to sign the same, and  
acknowledged that she executed the same as the act and deed of said  
condominium.

Laura V. Norman  
Notary Public

LAURA S. NORMAN  
Notary Public, State of New York  
No. 31-4665689  
Qualified in New York County  
Commission Expires July 31, 1996

LAURA S. NORMAN  
Notary Public, State of New York  
No. 31-4665689  
Qualified in New York County  
Commission Expires July 31, 1996

**INITIAL EXHIBIT 1**  
**TO THE THIRD AMENDMENT TO THE DECLARATION OF THE 633 THIRD AVENUE**  
**CONDOMINIUM, DATED AS OF DECEMBER , 1995**

| <u>Unit</u> | <u>Maximum<br/>Distribution<br/>Capacity,<br/>Watts psf</u> | <u>Distribution<br/>Source, as of<br/>the Date of the<br/>Third<br/>Amendment</u> | <u>Unit</u> | <u>Maximum<br/>Distribution<br/>Capacity,<br/>Watts psf</u> | <u>Distribution<br/>Source, as of<br/>the Date of the<br/>Third<br/>Amendment</u> |
|-------------|---|---|-------------|---|---|
| SC-1        | 2.00  | P i p e &<br>Wire***  | 11          | 6.24  | Bus Duct 1  |
| SC-2        | 2.00  | Pipe & Wire   | 12          | 6.24  | Bus Duct 1  |
| SC-3        | 2.00  | Pipe & Wire   | 13          | 6.24  | Bus Duct 1  |
| SC-4        | 2.00  | Pipe & Wire   | 14          | 6.24  | Bus Duct 1  |
| SC-5        | 2.00  | Pipe & Wire   | 15          | 6.24  | Bus Duct 1  |
| SC-6        | 2.00  | Pipe & Wire   | 16          | 6.24  | Bus Duct 1  |
| SC-7        | 2.00  | Pipe & Wire   | 17          | 6.24  | Bus Duct 1  |
|             |   |   | 18          | 6.24  | Bus Duct 1  |
| C-1         | 4.00  | Pipe & Wire   | 19          | 6.24  | Bus Duct 1  |
| C-2         | 4.00  | Pipe & Wire   | 20          | 6.24  | Bus Duct 1  |
| C-3         | 4.00  | Pipe & Wire   | 21          | 6.24  | Bus Duct 1  |
| C-4         | 4.00  | Pipe & Wire   |             |   |   |
| C-5         | 4.00  | Pipe & Wire   | 22          | 6.24  | Bus Ducts 1, 2  |
| C-6         | 4.00  | Pipe & Wire   |             |   |   |
| C-7         | 4.00  | Pipe & Wire   | 23          | 6.24  | Bus Duct 2  |
|             |   |   | 24          | 6.24  | Bus Duct 2  |
| 1-A         | 6.00  | Pipe & Wire   | 25          | 6.24  | Bus Duct 2  |
| 1-B         | 6.00  | Pipe & Wire   | 26          | 6.24  | Bus Duct 2  |
| 1-C         | 6.00  | Pipe & Wire   | 27          | 6.24  | Bus Duct 2  |
| 1-D         | 6.00  | Pipe & Wire   |             |   |   |
| 1-E         | 6.00  | Pipe & Wire   | 28          | 6.00  | Bus Duct 2  |
|             |   |   | 29          | 6.00  | Bus Duct 2  |
| 2*          | 3.46  | Bus Ducts 3, 4  | 30          | 6.00  | Bus Duct 2  |
| 3*          | 3.46  | Bus Ducts 3, 4  | 31          | 6.00  | Bus Duct 2  |
| 4*          | 3.46  | Bus Ducts 3, 4  |             |   |   |
|             |   |   | 32          | 7.00  | Bus Ducts 1, 2  |
| 5*          | 6.24  | Bus Ducts 3, 4  | 33          | 7.00  | Bus Ducts 1, 2  |
|             |   |   | 34          | 7.00  | Bus Ducts 1, 2  |
| 6           | 6.00  | Bus Ducts 3,4   | 35          | 7.00  | Bus Ducts 1,2   |
| 7           | 6.00  | Bus Ducts 3,4   | 36          | 7.00  | Bus Ducts 1,2   |
| 8           | 6.00  | Bus Duct 3  | 37          | 7.00  | Bus Duct 2  |
|             |   |   | 38          | 7.00  | Bus Duct 2  |
| 9           | 6.00  | Bus Duct 2  | 39          | 7.00  | Bus Duct 2  |
| 10          | 6.00  | Bus Duct 2  |             |   |   |
|             |   |   | 41-A**      | 4.00  | Not<br>Applicable   |

\*Declarant has the right to install or permit to be installed additional Components of pipe and wire to service Units 2, 3, 4 and 5 and to increase the Maximum Distribution Capacity of each of Units 2, 3 & 4 to 7.00 watts per square foot as described in the Third Amendment.

\*\* Prior to the initial sale of Unit 41-A, Declarant, pursuant to the Third Amendment, shall install additional Components consisting of Connective Building Systems Equipment to connect this Unit to Bus Duct 2 and deliver the Maximum Distribution Capacity set forth on this Exhibit.

\*\*\*References in this Exhibit 1 to "pipe and wire" shall be deemed to include any other Connective Building Systems Equipment.

CERTIFICATION

THE TRAVELERS INSURANCE COMPANY, THE UNITED NATIONS DEVELOPMENT CORPORATION and THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION, D/B/A THE EMPIRE STATE DEVELOPMENT CORPORATION, being the sole Unit Owners of The 633 Third Avenue Condominium, located at 633 Third Avenue, New York, New York, hereby certify that they have each consented to the adoption of the attached Third Amendment to the Declaration and By-Laws of The 633 Third Avenue Condominium in accordance with the terms thereof.

THE TRAVELERS INSURANCE COMPANY

By: 

Anne Nelson Zahner,  
Its Vice President

THE UNITED NATIONS DEVELOPMENT CORPORATION

By: 

Name: **JEFFREY FELDMAN**  
Title: **EXECUTIVE VICE-PRESIDENT**

THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION D/B/A THE EMPIRE STATE DEVELOPMENT CORPORATION

By: 

Name: **JOSEPH BRANCA**  
Title: **CHIEF FINANCIAL OFFICER**



STATE OF NEW YORK     )  
                                  ) SS.:  
COUNTY OF NEW YORK    )

On the 14th day of December, 1995, before me personally came Anne Nelson Zahner to me known, who, being by me duly sworn did depose and say that she resides at 15 Woodlawn Ave. New Rochelle, NY that she is a Vice President of THE TRAVELERS INSURANCE COMPANY, the corporation described in, and which executed the above instrument; that she signed her name thereto by order of the board of directors of said corporation.

Laura S. Norman  
Notary Public

LAURA S. NORMAN  
Notary Public, State of New York  
No. 31-4665689  
Qualified in New York County  
Commission Expires July 31, 1996

STATE OF NEW YORK     )  
                                  ) SS.:  
COUNTY OF NEW YORK    )

On the 14th day of December, 1995, before me personally came Jeffrey Feldman to me known, who, being by me duly sworn, did depose and say that he resides at 12 Acorn Ponds Road, Roslyn, NY; that he is Exec. Vice-Pres. of THE UNITED NATIONS DEVELOPMENT CORPORATION, the corporation described in, and which executed the above instrument; that she signed her name thereto by order of the board of directors of said corporation.

Laura S. Norman  
Notary Public

LAURA S. NORMAN  
Notary Public, State of New York  
No. 31-4665689  
Qualified in New York County  
Commission Expires July 31, 1996

STATE OF NEW YORK )

) SS.:

COUNTY OF NEW YORK )

On the 14th day of December, 1995, before me personally came Joseph Branca to me known, who, being by me duly sworn, did depose and say that he resides at 33 Tenuesse Rd., Garden City, NY; that he is Chief Financial Officer of THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION, D/B/A THE EMPIRE STATE DEVELOPMENT CORPORATION, the corporation described in, and which executed the above instrument; that she signed her name thereto by order of the board of directors of said corporation.

Laura S. Norman

Notary Public

LAURA S. NORMAN  
Notary Public, State of New York  
No. 31-4665689  
Qualified in New York County 96  
Commission Expires July 31, 1996

Exhibit 7

NOTICE OF EXCESS ELECTRICAL CAPACITY



THE BOARD OF MANAGERS  
OF THE 633 THIRD AVENUE CONDOMINIUM  
c/o Sandhurst Associates, Ltd.  
299 Park Avenue  
New York, New York 10017

NOTICE OF REDETERMINATION OF EXCESS ELECTRICAL CAPACITY

Pursuant to paragraph (c) of Section 15, Article V of the By-Laws (the "By-Laws") of the 633 Third Avenue Condominium (the "Condominium"), the undersigned Board of Managers of the Condominium has made a subsequent determination that the "Building's Excess Electrical Capacity" (as such term is defined in the By-Laws) is 0 watts per square foot of Unit as set forth on Schedule B to the Declaration of the Condominium; determined as follows:

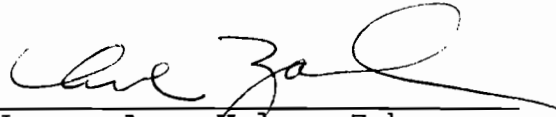
Total Electrical Capacity for the Building: 11.60 watts per square foot of Building measured in accordance with Schedule B to the Declaration, less:

1. Base Permitted Electrical Demand Load which has been increased to 6.24 watts per square foot of Unit as set forth on Schedule B to the Declaration in accordance with the Third Amendment to the Declaration of the Condominium, dated as of the date hereof, a copy of which is annexed hereto; less

2. Reserve for the demand load of the Common Elements of the Condominium of 5.36 watts per square foot of Building measured in accordance with Schedule B to the Declaration.

THE BOARD OF MANAGERS OF  
THE 633 THIRD AVENUE CONDOMINIUM

By: \_\_\_\_\_

  
Name: Anne Nelson Zahner  
Title: President

Dated: As of December 20, 1995  
New York, New York



Exhibit 8

DESCRIPTION OF RO AND R2 SCHEMES FOR NYPA POWER





General Description of Metering and Related  
Work for New York Power Authority Service

A. Scheme RO -

Units 22-27 and 31-39. Expand the electric closet on the 23rd floor and tap Bus No. 2 to feed a new 3000 amp distribution switchboard. New switchboard to provide individual overcurrent distribution and metering for the following:

- 1) Switched re-feeds of Bus No. 1B and Bus No. 2B via CT's (current transformer cabinets) and with a NYPA meter for ESDC units 31 through 39.
- 2) Switched feeds to new distribution panel(s) via CT's and with a Con Ed meter to serve units 28 through 30.
- 3) Switched feed to a new distribution panel via CT's with a NYPA meter to serve the initial UNICEF units 22 through 27.

Individual conduit and wire feeders to each unit from the distribution panels.

The feed originating from the Bus No. 1 extension serving the ESDC units is to remain and the existing Con Ed meter will be "converted" to a NYPA meter. The installation alternate (single meter -- ESDC/R0 scheme) for the ESDC units refeeds the Bus No. 1 extension from a new bus takeoff and fused disconnect switch from either Bus No. 1B or Bus No. 2B downstream of the NYPA meter; the Con Ed meter on the Bus No. 1 extension would be deactivated. The 9th and 10th units are transferred from Bus No. 2 to Bus No. 1 by installing a new 400 amp fused disconnect and takeoff on Bus No. 1 on each unit; each of these takeoffs are provided with a Con Ed meter. The existing Con Ed meter at the base of Bus No. 2 is deactivated.

Schematic drawings prepared by Jaros Baum & Bolles numbered SKE-9A, SKE-22A, SKE-23A, SKE-0 and SKE-2B describe the installation.

Units 11 through 21. May be metered via several NYPA meters, associated cabinets, conduit and wire and related work, or a single NYPA meter with bus duct tap, refeed, associated cabinets, conduit and wire and related work.

B. Scheme R2 -

Units 11-27.

Remove connection of Bus Duct No. 1 Extension from Bus Duct No. 1 and reconnect to Bus Duct No. 2. The existing Con Edison meter on Bus Duct No. 1 Extension shall be retained or an alternative metering arrangement shall be provided.

Tap Bus Duct No. 1 on the 23rd Floor with a switched feed to a new distribution panel via CTs with a NYPA meter to serve the initial UNICEF units 22 through 27. Individual conduit and wire feeders shall serve each unit, with all associated cabinets and related work.

Units 11 through 21 may be metered by several Con Edison or NYPA meters or by a Bus Duct No. 1 tap with a single NYPA meter via associated cabinets, conduit and wire and related work.

Schematic drawings prepared by Jaros Baum & Boles numbered SKE-2A, SKE-2B, SKE-22A, SKE-23C, and SKE-24A describe the installation.



## Exhibit 9

### NYPA RESOLUTION

RESOLVED, that upon passage of the Third Amendment to the Declaration and the By-Laws:

1. The Board of Managers consents, pursuant to subparagraph (g)(ii) of Section 15 of the By-Laws, to United Nations Development Corporation ("UNDC") and/or New York State Urban Development Corporation d/b/a Empire State Development Corporation ("ESDC") drawing through the Building Systems, including the Electrical Distribution System, some or all of the electricity that UNDC and/or ESDC may obtain at any time from or metered by the New York Power Authority ("NYPA", and all such power being hereinafter referred to as "NYPA Power") to serve some or all of the Units owned by UNDC and ESDC from time to time (the "NYPA Units"), subject only to the conditions set forth in this resolution.

2. (a) The Board of Managers consents to the installation of meters, submeters and other Work required to enable UNDC and ESDC to obtain NYPA Power to serve some or all of the NYPA Units, as generally described as the R0 scheme in Exhibit D annexed hereto, with such revisions therein as (x) are made by the Unit Owner(s) of the NYPA Units to be so served, (y) are approved by an Approved Engineer, and (z) are consented to by the Board of Managers, which consent shall be granted if an Approved Engineer certifies that such revisions are not inconsistent with the applicable General Work Conditions and otherwise satisfy the conditions contained in subparagraph (j)(i) of Section 15 of the By-Laws (collectively, the "NYPA Work").

(b) Alternatively, if UNDC advises the Board of Managers that the R2 scheme set forth in Exhibit D will be utilized in lieu of the R0 scheme, the Board of Managers consents to the installation of meters, submeters and other Work required to enable UNDC to obtain NYPA Power to serve some or all of the Units now or hereafter owned by UNDC, as generally described in the R2 scheme in Exhibit D annexed hereto, with such revisions therein as (x) are made by UNDC, (y) are approved by an Approved Engineer, and (z) are consented to by the Board of Managers, which consent shall be granted if an Approved Engineer certifies that such revisions are

not inconsistent with the applicable General Work Conditions and otherwise satisfy the conditions contained in subparagraph (j)(i) of Section 15 of the By-Laws, in which case such installation and Work shall be and be deemed to be the "NYPA Work".

3. Pursuant to subparagraph (j)(i) of Section 15 of the By-Laws, the Board of Managers shall permit ESDC and/or UNDC, as applicable, to exercise the Board of Managers' rights under said subparagraph (j)(i) in connection with the performance of the NYPA Work on the conditions set forth in said subparagraph (j)(i).

4. The Board of Managers shall amend Exhibit 1 of the Third Amendment in accordance with the applicable provisions of the Third Amendment, to reflect the NYPA Work, if, as and when performed.

5. The consents and approvals set forth in this resolution are further subject to the following conditions:

(a) that the drawing of NYPA Power and the performance of all NYPA Work shall be in accordance with the Declaration and By-Laws, including without limitation, the General Work Conditions;

(b) that if ESDC and/or UNDC has not made arrangements with NYPA to obtain NYPA Power for their respective Units on or before January 1, 2002, the consent of the Board of Managers granted in this resolution shall be null and void, ab initio;

(c) an Approved Engineer certifies to the Board of Managers that the final plans and specifications for the NYPA Work (the "Final NYPA Plans") conform to the requirements contained in this resolution, the applicable General Work Conditions and paragraph (j)(i) of Section 15 of the By-Laws;

(d) the NYPA Work shall be performed at the sole cost and expense of ESDC (if the NYPA Work identified in Exhibit D as the R0 scheme is performed), or alternatively, at the sole cost and expense of UNDC (if the NYPA Work identified in Exhibit D as the R2 scheme is performed); and

(e) all such consents and approvals for the

performance of all NYPA Work permitted pursuant to this resolution is expressly subject to the disclaimer of liability contained in paragraph 2 of Section G of Article XII of the Declaration.





Exhibit 10

FOURTH AMENDMENT TO THE DECLARATION AND BY-LAWS



# FOURTH AMENDMENT TO THE DECLARATION

Establishing a Plan for Condominium Ownership of the Premises known as and by the street number 633 Third Avenue, New York, New York, pursuant to Article 9B of the Real Property Law of the State of New York.

NAME: THE 633 THIRD AVENUE CONDOMINIUM

SPONSOR: THE TRAVELERS INSURANCE COMPANY  
c/o Real Estate Investments  
388 Greenwich Street  
New York, New York 10013

DATE OF DECLARATION: FEBRUARY 22, 1995

PREPARED BY: HERRICK, FEINSTEIN LLP  
Attorneys for Sponsor  
2 Park Avenue  
New York, New York 10016

The Land affected by the within instrument lies in Block 1314, on the Tax Map of the Borough of Manhattan, City, County and State of New York.

RECORD AND RETURN:  
HERRICK, FEINSTEIN  
Attorneys for Sponsor  
2 Park Avenue, 21st Floor  
New York, New York 10016  
Attn: Laura S. Norman, Esq.

| F/K/A: Lot 9<br>N/K/A: Lots | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation | Tax Lot | Unit<br>Designation |
|-----------------------------|---------|---------------------|---------|---------------------|---------|---------------------|---------|---------------------|---------|---------------------|
|                             | 1401    | 2                   | 1413    | 14                  | 1425    | 26                  | 1437    | 38                  | 1449    | C-3                 |
|                             | 1402    | 3                   | 1414    | 15                  | 1426    | 27                  | 1438    | 39                  | 1450    | C-4                 |
|                             | 1403    | 4                   | 1415    | 16                  | 1427    | 28                  | 1439    | 41-A                | 1451    | C-5                 |
|                             | 1404    | 5                   | 1416    | 17                  | 1428    | 29                  | 1440    | SC-1                | 1452    | C-6                 |
|                             | 1405    | 6                   | 1417    | 18                  | 1429    | 30                  | 1441    | SC-2                | 1453    | C-7                 |
|                             | 1406    | 7                   | 1418    | 19                  | 1430    | 31                  | 1442    | SC-3                | 1454    | 1-A                 |
|                             | 1407    | 8                   | 1419    | 20                  | 1431    | 32                  | 1443    | SC-4                | 1455    | 1-B                 |
|                             | 1408    | 9                   | 1420    | 21                  | 1432    | 33                  | 1444    | SC-5                | 1456    | 1-C                 |
|                             | 1409    | 10                  | 1421    | 22                  | 1433    | 34                  | 1445    | SC-6                | —       | 1-D                 |
|                             | 1410    | 11                  | 1422    | 23                  | 1434    | 35                  | 1446    | SC-7                | —       | 1-E                 |
|                             | 1411    | 12                  | 1423    | 24                  | 1435    | 36                  | 1447    | C-1                 | —       | 1-F                 |
|                             | 1412    | 13                  | 1424    | 25                  | 1436    | 37                  | 1448    | C-2                 |         |                     |



FOURTH AMENDMENT TO THE DECLARATION AND BY-LAWS  
OF THE 633 THIRD AVENUE CONDOMINIUM  
633 THIRD AVENUE  
NEW YORK, NEW YORK

The Declaration and the By-Laws of The 633 Third Avenue Condominium, dated February 22, 1995 and recorded in the New York City Register's Office (the "**Register's Office**") on March 9, 1995 in Reel 2189, Page 0766 (the "**Original Declaration**"), as amended by that certain First Amendment to the Original Declaration and By-Laws dated August 8, 1995 and recorded in the Register's Office on September 14, 1995 in Reel 2243, Page 1131 (the "**First Amendment**"), that Second Amendment to the Original Declaration and By-Laws, dated October 11, 1995, and recorded in the Register's Office on \_\_\_\_\_, 1995 in Reel \_\_\_\_\_, Page \_\_\_\_ (the "**Second Amendment**"), and that Third Amendment to the Original Declaration and By-Laws, dated \_\_\_\_\_, 1995, and recorded in the Register's Office on \_\_\_\_\_, 1995 in Reel \_\_, Page \_\_\_\_ (the "**Third Amendment**") is hereby further amended pursuant to Article XIX of the Original Declaration as set forth below. All capitalized terms used in this Fourth Amendment and not defined herein shall have the same meanings set forth in Schedule C of the Original Declaration as amended, unless the context otherwise requires. References in this Fourth Amendment to the "**Declaration**" shall be deemed to refer to the Original Declaration, and references to the "By-Laws" shall be deemed to refer to the By-Laws which are part of the Original Declaration, each as amended by the First Amendment, the Second Amendment, the Third Amendment and this Fourth Amendment.

A. Schedule B of the Original Declaration is revised as annexed hereto to reflect the fact that Units 1D and 1E and certain Common Elements on the first floor of the Building have been combined and subdivided into three Units, 1D, 1E and a new Unit 1F, and part of the Common Elements has been converted to become part of Unit 1D with the result that the Common Elements on the first floor of the Building have been reduced by 573 square feet. The locations of Unit 1D, Unit 1E and Unit 1F and the changes in the Common Elements are shown on the revised Floor Plan annexed hereto as Exhibit 1 (the "**Revised First Floor Plan**").

B. The reallocation of Common Interest among the Units was determined pursuant to the provisions of Article VI of the Declaration. A revised Schedule B to the Declaration is attached to this Amendment to show with respect to each Unit in the Condominium the following data: the unit designation; tax lot number; approximate area; the portion of the Common Elements to which the Unit has immediate access and the Common Interest of each such Unit as reallocated.

C. All references to Unit 1D and Unit 1E contained in the Original Declaration, the By-Laws, the First Amendment, the Second Amendment or the Third Amendment shall refer to Unit 1D and Unit 1E as reconfigured pursuant to the Fourth Amendment. All references

to Units contained in the Original Declaration, the By-Laws, the First Amendment, the Second Amendment or the Third Amendment shall also include the newly created Unit 1F. All references to Common Elements contained in the Original Declaration, the By-Laws, the First Amendment, the Second Amendment or the Third Amendment shall refer to the Common Elements as modified and reduced by this Fourth Amendment.

D. The third paragraph in Article III of the Original Declaration is amended to reflect that the Building now contains fifty-nine (59) Units.

E. Paragraph C of Article IV and clauses (e)(iii) and (iv) of Article V of the Original Declaration are amended to provide that the Jitney Rollup Door and the Unit 1D Lobby Access Door (as such terms are defined in Section 17(c) of Article 5 of the By-Laws) shall be deemed to be part of Unit 1D (and not Common Elements) for all purposes.

F. Article VII of the Original Declaration is amended to add the following provision at the end thereof:

"Notwithstanding anything to the contrary contained in the Declaration or the By-Laws, the Unit Owner of Unit 1D shall use the Jitney Loading Area, the Jitney Corridor and the Jitney Waiting Area (as such terms are defined in Section 17(c) of Article 5 of the By-Laws) solely for the purpose of loading and unloading freight, mail and personnel or visitors of such Unit Owner and, to the extent permitted by the Unit Owner of Unit 1D, in its sole discretion, solely for the purpose of loading and unloading freight, mail and personnel or visitors of any other Unit Owner(s) and, in either case, for no other purposes. All of the use restrictions set forth in the preceding sentence shall be set forth in each and every deed to Unit 1D."

G. Paragraph 3 of Section B of Article XI of the Original Declaration is amended to add the following provision at the end thereof:

"The Unit Owner of Unit 1A shall have an easement over the Jitney Corridor and the Jitney Waiting Area for access to and from the portion of its Unit adjacent to Unit 1D, to be exercised in accordance with the provisions of paragraph 2 of Section H of Article XI of the Declaration."

H. Section C of Article XII of the Original Declaration is amended to add the following paragraph 3:

"3. The Unit Owner of Unit 1D shall maintain and make Repairs to the Jitney Rollup Door as required to keep the same in good condition, secure and aesthetically consistent with the Condominium's loading dock doors. Any Repairs or Alterations performed to the Jitney Rollup Door shall conform with the

preceding sentence and shall be at least the same quality as that of loading dock rollup doors on other first-class Manhattan office buildings then existing."

I. Article XII of the Original Declaration is amended to add the following Section I:

"I. Work by First Unit 1D Owner.

The first Unit Owner of Unit 1D who is not the Declarant (the **"First Unit 1D Owner"**), shall, no later than January 1, 1997, perform the Work necessary to construct a loading dock platform in the Jitney Loading Area, to reconfigure Unit 1D and Unit 1E by relocating the demising walls of such Units and to create a new Unit 1F, all in accordance with Exhibit 2 annexed hereto, which Work shall also include, among other things, the alteration of certain of the floor slabs in Unit 1D and 1E, the direct metering of Unit 1D, Unit 1E and 1F, the elimination of the stairway between the concourse and the first floor in the southeast corner of the Building and an additional curb cut on 40th Street for access to the Jitney Loading Area (collectively, the **"Jitney Loading Area Work"**). All Jitney Loading Area Work shall be commenced promptly by the First Unit 1D Owner and shall be diligently prosecuted to completion in conformity with the Unit 1D Plans (as such term is defined below). Notwithstanding anything to the contrary contained in the Declaration or the By-Laws, the First Unit 1D Owner shall be required, prior to the commencement of the Jitney Loading Area Work, to obtain the unanimous approval of the Board of Managers of the plans and specifications of the Jitney Loading Area Work, which plans and specifications shall be in conformance with the Revised First Floor Plan and the other provisions of this Paragraph I (the **"Unit 1D Plans"**). The Board of Managers shall not unreasonably withhold or delay its approval of the Unit 1D Plans. The Board of Managers may hire an engineer to review the Unit 1D Plans and to advise the Board of Managers of the results thereof before approval of the Unit 1D Plans by the Board of Managers and to inspect the progress of the Jitney Loading Area Work from time to time for conformity with the Unit 1D Plans as approved. All costs and expense in connection with the Jitney Loading Area Work, including without limitation, all costs and expenses incurred by the Board of Managers, shall be the obligation of the First Unit 1D Owner. In connection with the Jitney Loading Area Work, either the First Unit 1D Owner or the Declarant, on behalf of the First Unit 1D Owner, shall have (i) the right to obtain the approval of the applicable authorities of the City of New York for a curb cut on 40th Street for access to the Jitney Loading Area, and (ii) the obligation to obtain an amendment to the Building's certificate of occupancy reflecting the reduced occupancy permitted in the concourse and sub-concourse floors of the Condominium resulting from the elimination of the stairway, between the concourse and the first floor in the southeast corner of the Building and any other changes required by Applicable Law to be made to the Building's certificate of occupancy as a result of

the Jitney Loading Area Work. The signatures of the Board of Managers or any other Unit Owner will not be required on any application or other document necessary or convenient to the exercise by the First Unit 1D Owner or the Declarant of any of their respective rights or powers granted hereunder, including but not limited to any application or document required by the Department of Buildings, the Real Property Assessment Bureau of the City of New York or any other governmental agency in connection with an amendment to the certificate of occupancy of the Building by reason thereof, provided none of the Condominium, the Board of Managers, the Declarant and any other Unit Owner shall incur any additional obligations or expenses in connection with such application or other document, excluding any expenses paid or assumed by the Unit Owner of Unit 1D. The Unit Owners and the Board of Managers shall execute any such applications or other documents and shall grant to the First Unit 1D Owner and the Declarant an irrevocable power of attorney coupled with an interest and granted for valuable consideration to execute any such applications or other documents on their behalf, and any such execution, delivery and/or recording will not require the consent of the Board of Managers or the other Unit Owners, provided none of the Condominium, the Board of Managers, the Declarant and any other Unit Owner shall incur any additional obligations or expenses in connection with the execution, delivery and/or recording of such application or other document, excluding any expenses paid or assumed by the Unit Owner of Unit 1D. Nothing contained in this Section shall preclude or limit the Unit Owner of Unit 1D from performing any other work to Unit 1D permitted under the terms of the Declaration and By-Laws."

J. Section 2 of Article V of the By-Laws which are part of the Original Declaration is amended to add the following paragraph (e):

"(e) The Unit Owner of Unit 1D shall, at its sole cost and expense, maintain such additional insurance as the Board of Managers shall reasonably require from time to time in connection with the use of the Jitney Loading Area for the purposes set forth in Article VII of the Declaration (the "Additional Unit 1D Insurance"). Except for matters within the indemnity set forth in Section 31(b) of Article V of the By-Laws, the Additional Unit 1D Insurance shall be primary and any other insurance available to the Board of Managers, the other Unit Owners, the Declarant or any other named insured shall be excess. All policies evidencing the Additional Unit 1D Insurance shall comply in all respects with the provisions of Article V, Section 2(d) of the By-Laws."

K. The first two sentences of Section 17 of Article 5 of the By-Laws which are part of the Original Declaration are renumbered paragraph (a) of Section 17, the last two sentences of Section 17 of Article 5 of said By-Laws are renumbered paragraph (b) of Section 17, and Section 17 of Article 5 of said By-Laws is amended to add a new paragraph (c), as set forth below:



"(c) The Unit Owner of Unit 1D shall, at its sole cost and expense, install, operate, make repairs and replacements thereto and otherwise maintain in effect at all times the following (the **"Unit 1D Security System"**) with respect to the following portions of its Unit, all as shown on the Revised First Floor Plan: (i) a key card security system for (x) the entrance or door (the **"Jitney Access Door"**) providing access from the jitney loading area (the **"Jitney Loading Area"**) to the jitney corridor (the **"Jitney Corridor"**), (y) the entrance or door (the **"Unit 1D Lobby Access Door"**) providing access from the jitney waiting area (the **"Jitney Waiting Area"**) to the lobby of the first floor of the Building, and (z) the entrance or door (the **"Mail Room Access Door"**) providing access from the loading platform to the mail room of Unit 1D; (ii) a video security camera mounted above the exterior side of the Jitney Rollup Door (as hereinafter defined) facing into the Jitney Loading Area and two video security cameras mounted in the Jitney Corridor in such a manner that one camera faces toward the north end of the Jitney Corridor and the other camera faces toward the south end of the Jitney Corridor to monitor access to and from the Jitney Loading Area (collectively, the **"Jitney Area Monitoring Cameras"**), which Jitney Area Monitoring Cameras shall be monitored by the Unit Owner of Unit 1D during Business Hours and during any Additional Jitney Area Operating Period (as such terms are defined below), and at the option of the Board of Managers, shall be connected to the Condominium's television security monitors located at the main reception desk on the first floor of the Building (the **"Security Monitors"**); (iii) a motion sensor or other alarm system (the **"Unit 1D Lobby Door Alarm"**) reasonably acceptable to the Board of Managers for the Unit 1D Lobby Access Door which shall, at the option of the Board of Managers, be connected to the Security Monitors, which Unit 1D Lobby Door Alarm shall be operational at all times other than during Business Hours; and (iv) a rollup door between the Jitney Loading Area and the sidewalk adjacent to the Jitney Loading Area (the **"Jitney Rollup Door"**). The Unit Owner of Unit 1D shall be permitted to operate the Jitney Rollup Door during the hours of 8:00 a.m. to 6:00 p.m. on a daily basis except on weekends and Holidays (**"Business Hours"**). At all other times the Jitney Rollup Door shall remain closed and locked and inoperable by the Unit Owner of Unit 1D, except as set forth below. Should the Unit Owner of Unit 1D require that the Jitney Rollup Door be operated at any time other than during Business Hours (each such period of after-hours operation being referred to as an **"Additional Jitney Area Operating Period"**), the Unit Owner of Unit 1D shall (1) provide the Condominium with notice sufficiently in advance thereof to enable the Condominium, during any such period of operation, to station a security guard at the Jitney Roll-Up Door, to monitor the Jitney Loading Area by video, or to take other measures to further protect against any entry into the Jitney Loading Area, the Jitney Corridor or the Jitney Waiting Area which is not authorized by such Unit Owner so long as such other measures are reasonable, do not require any Work to Unit 1D and are not materially more burdensome than other security measures in effect for the Building during non-Business Hours, but in no event shall

the Unit Owner of Unit 1D be required to give the Condominium more than four (4) Business Hours prior notice, which need not be in writing, and (2) station one security guard in the Jitney Waiting Area during any such Additional Jitney Area Operating Period. The reasonable costs of the Condominium incurred as a result of any Additional Jitney Operating Period shall be assessed against Unit 1D as a Common Expense and shall be payable by the Unit Owner of Unit 1D. The Unit Owner of Unit 1D shall provide the Condominium with duplicate sets of the necessary key cards to enable the Condominium at all times to gain access to and from Unit 1D through the Jitney Access Door, the Unit 1D Lobby Access Door and the Mail Room Access Door, all as permitted under the terms of this Declaration and the By-Laws, and the Unit Owner of Unit 1D shall promptly provide such replacements thereof or substitutions therefor as may be necessary from time to time. The Jitney Rollup Door shall, at all times, permit a building override in the event of an emergency. At the reasonable request of the Board of Managers, the Unit Owner of Unit 1D shall, at its sole cost and expense, upgrade the Unit 1D Security System from time to time so that the Unit 1D Security System is compatible with security procedures and equipment then in effect for the Building. No rights granted to the Condominium or the Board of Managers under this Section 17(c) of Article 5, including without limitation, the Board of Managers' right to monitor the Jitney Area Monitoring Cameras and the Unit 1D Lobby Alarm or to provide additional Building security during any Additional Jitney Operating Period, shall create or be deemed to create any presumed or implied duty, liability or obligation on the part of the Condominium or the Board of Managers with respect to Unit 1D or any other part of the Building.

L. All other terms and conditions of the Original Declaration and the By-Laws, as amended by the First Amendment, the Second Amendment and the Third Amendment, remain unmodified and in full force and effect.

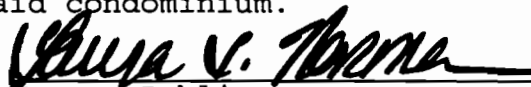
IN WITNESS WHEREOF, the Board of Managers has caused this  
Fourth Amendment to the Declaration to be executed as of  
December 14, 1995.

THE BOARD OF MANAGERS OF  
THE 633 THIRD AVENUE CONDOMINIUM

By:   
Anne Nelson Zahner  
Its President

STATE OF NEW YORK            )  
  ) SS.:  
COUNTY OF NEW YORK        )

On the 14th day of December, 1995, before me  
personally came Anne Nelson Zahner to me known to be the individual  
who executed to foregoing instrument, and who, being duly sworn by  
me, did depose and say that she resides at 15 WOODLAWN AVE., NEW RACHLES,  
that she is the President of the Board of Managers of the 633 Third NY;  
Avenue Condominium, the condominium described herein and which  
executed the above instrument; that she signed her name thereto by  
order of the board of managers of the condominium and that she had  
authority to sign the same, and acknowledged that she executed the  
same as the act and deed of said condominium.

  
Notary Public

LAURA S. NORMAN  
Notary Public, State of New York  
No. 31-4665689  
Qualified in New York County  
Commission Expires July 31, 1996



**REVISED SCHEDULE B TO THE DECLARATION**



SCHEDULE B  
TO THE DECLARATION OF  
THE 633 THIRD AVENUE  
CONDOMINIUM

| <u>Unit<br/>Designation</u> | <u>Tax Lot<br/>Number</u> | <u>Approximate<br/>Size of Unit<br/>In<br/>Square Feet</u> | <u>Common<br/>Interest</u> | <u>Portion of the<br/>Common Elements<br/>to which each<br/>Unit has<br/>Immediate<br/>Access</u> |
|-----------------------------|---------------------------|--|----------------------------|---|
| Unit 2                      | 1401                      | 30,784   | 4.068%                     | Elevator, Stairs  |
| Unit 3                      | 1402                      | 34,074   | 4.289%                     | Elevator, Stairs  |
| Unit 4                      | 1403                      | 34,083   | 4.296%                     | Elevator, Stairs  |
| Unit 5                      | 1404                      | 34,074   | 4.304%                     | Elevator, Stairs  |
| Unit 6                      | 1405                      | 34,074   | 4.311%                     | Elevator, Stairs  |
| Unit 7                      | 1406                      | 34,074   | 4.319%                     | Elevator, Stairs  |
| Unit 8                      | 1407                      | 31,325   | 3.985%                     | Elevator, Stairs  |
| Unit 9                      | 1408                      | 31,454   | 4.009%                     | Elevator, Stairs  |
| Unit 10                     | 1409                      | 31,483   | 4.009%                     | Elevator, Stairs  |
| Unit 11                     | 1410                      | 11,349   | 1.466%                     | Elevator, Stairs  |
| Unit 12                     | 1411                      | 13,216   | 1.698%                     | Elevator, Stairs  |
| Unit 13                     | 1412                      | 14,357   | 1.858%                     | Elevator, Stairs  |
| Unit 14                     | 1413                      | 14,174   | 1.851%                     | Elevator, Stairs  |
| Unit 15                     | 1414                      | 14,209   | 1.861%                     | Elevator, Stairs  |
| Unit 16                     | 1415                      | 14,209   | 1.864%                     | Elevator, Stairs  |
| Unit 17                     | 1416                      | 14,209   | 1.868%                     | Elevator, Stairs  |
| Unit 18                     | 1417                      | 13,462   | 1.767%                     | Elevator, Stairs  |
| Unit 19                     | 1418                      | 14,314   | 1.872%                     | Elevator, Stairs  |
| Unit 20                     | 1419                      | 14,314   | 1.873%                     | Elevator, Stairs  |
| Unit 21                     | 1420                      | 14,314   | 1.877%                     | Elevator, Stairs  |
| Unit 22                     | 1421                      | 14,314   | 1.881%                     | Elevator, Stairs  |
| Unit 23                     | 1422                      | 14,749   | 1.879%                     | Elevator, Stairs  |
| Unit 24                     | 1423                      | 14,170   | 1.874%                     | Elevator, Stairs  |
| Unit 25                     | 1424                      | 14,170   | 1.869%                     | Elevator, Stairs  |
| Unit 26                     | 1425                      | 13,749   | 1.817%                     | Elevator, Stairs  |
| Unit 27                     | 1426                      | 13,749   | 1.820%                     | Elevator, Stairs  |
| Unit 28                     | 1427                      | 14,782   | 1.976%                     | Elevator, Stairs  |
| Unit 29                     | 1428                      | 14,782   | 1.980%                     | Elevator, Stairs  |
| Unit 30                     | 1429                      | 14,782   | 1.983%                     | Elevator, Stairs  |
| Unit 31                     | 1430                      | 14,782   | 1.987%                     | Elevator, Stairs  |
| Unit 32                     | 1431                      | 14,782   | 1.991%                     | Elevator, Stairs  |
| Unit 33                     | 1432                      | 14,782   | 1.995%                     | Elevator, Stairs  |
| Unit 34                     | 1433                      | 14,782   | 1.998%                     | Elevator, Stairs  |
| Unit 35                     | 1434                      | 14,782   | 2.003%                     | Elevator, Stairs  |
| Unit 36                     | 1435                      | 14,782   | 2.008%                     | Elevator, Stairs  |
| Unit 37                     | 1436                      | 14,782   | 2.012%                     | Elevator, Stairs  |
| Unit 38                     | 1437                      | 14,665   | 2.000%                     | Elevator, Stairs  |
| Unit 39                     | 1438                      | 14,782   | 2.020%                     | Elevator, Stairs  |
| Unit 41-A                   | 1439                      | 681  | 0.097%                     | Stairs  |
| S.C. - 1                    | 1440                      | 3,133  | 0.286%                     | Hall  |





SCHEDULE B  
TO THE DECLARATION OF  
THE 633 THIRD AVENUE  
CONDOMINIUM

| <u>Unit<br/>Designation</u> | <u>Tax Lot<br/>Number</u> | <u>Approximate<br/>Size of Unit<br/>In<br/>Square Feet</u> | <u>Common<br/>Interest</u> | <u>Portion of the<br/>Common Elements<br/>to which each<br/>Unit has<br/>Immediate<br/>Access</u> |
|-----------------------------|---------------------------|--|----------------------------|---|
| S.C. - 2                    | 1441                      | 1,272  | 0.115%                     | Hall  |
| S.C. - 3                    | 1442                      | 8,362  | 0.736%                     | Hall  |
| S.C. - 4                    | 1443                      | 5,867  | 0.523%                     | Hall  |
| S.C. - 5                    | 1444                      | 541  | 0.046%                     | Hall  |
| S.C. - 6                    | 1445                      | 583  | 0.049%                     | Hall  |
| S.C. - 7                    | 1446                      | 453  | 0.039%                     | Hall  |
| C - 1                       | 1447                      | 2,963  | 0.303%                     | Hall  |
| C - 2                       | 1448                      | 664  | 0.066%                     | Hall  |
| C - 3                       | 1449                      | 9,535  | 0.954%                     | Hall, Sidewalk  |
| C - 4                       | 1450                      | 7,662  | 0.776%                     | Hall, Sidewalk  |
| C - 5                       | 1451                      | 4,619  | 0.472%                     | Hall  |
| C - 6                       | 1452                      | 1,258  | 0.123%                     | Hall  |
| C - 7                       | 1453                      | 1,980  | 0.196%                     | Hall  |
| 1 - A                       | 1454                      | 7,768  | 0.977%                     | Lobby, Sidewalk   |
| 1 - B                       | 1455                      | 285  | 0.038%                     | Lobby   |
| 1 - C                       | 1456                      | 11,849   | 1.416%                     | Lobby, Sidewalk   |
| 1 - D                       |                           | 1,830  | 0.192%                     | Lobby, Loading Platform   |
| 1 - E                       |                           | 396  | 0.040%                     | Loading Platform  |
| 1 - F                       |                           | 175  | 0.018%                     | Loading Platform  |
|                             |                           |  | 100.000%                   |   |



**EXHIBIT 1**

**Revised First Floor Plan**



[illegible]



## EXHIBIT 2

### Jitney Loading Area Work

1. Demolish existing 14 foot wide staircase shown on the Revised First Floor Plan as staircase no. N from street to concourse.
2. Install new steel and concrete slabs for Jitney Loading Area and concourse where the staircase N is to be removed.
3. Remove existing four (4) doorways and transom at street and replace with new motorized roll down door to match loading dock doors.
4. Construct corridor continuation from subcellar to to concourse at staircase N in compliance with Applicable Law.
5. Demolish existing garbage room slab and wall and replace the slab with a new slab of steel and concrete at a height 4 foot 0 inch lower than now existing so that the floor of the Jitney Loading Area extends to the existing Air Handling Unit room.
6. Build the Jitney Waiting Area within the portion of the existing barber shop designated as part of Unit 1D in the Fourth Amendment.
7. Add a staircase from the Jitney Waiting Area to the Unit 1D mail room.
8. Build a new corridor from the Jitney Loading Area to the Jitney Waiting Area at a height 4 foot 0 inch lower than now existing.
9. Provide new lighting, power outlets, HVAC and ventilation to such newly configured spaces as required by Applicable Law.
10. Provide emergency hardware, security alarms, closed circuit cameras and card key access readers as required for security and as specified by the Board of Managers and the Rules and Regulations as provided in the Fourth Amendment.
11. Construct two (2) Units 1-E and 1-F as provided in the Fourth Amendment with, for each such Unit, demising walls, an entry door and a level floor

slab aligned with the Building loading platform in compliance with code requirements for office use, excluding interior wall finishes, acoustical ceiling tiles and floor finishes, and arrange for the distribution of electricity (6 watts per square foot as indicated on Schedule B of the Declaration as amended by the Fourth Amendment) directly to such Units by pipe and wire sized to carry 15 watts per square foot and install an electric panel and separate electric meters for each of the new Units. Connect each of such Units to the Building HVAC System so as to permit HVAC to be made available in each of the Units as per Building standards and connect the Units to the Building's "Class E" system so that the Units comply with Applicable Law in their demised condition. The HVAC duct work and the electric panels, meters and outlets for the Unit Owners of Units 1D, 1E and Unit 1F shall be installed in such locations as shall be determined by HLW International, LLP or such other engineering firm as may be mutually agreed upon by the Unit Owners of Units 1D, 1E and Unit 1F.

12. Provide access to Unit 1-A via ship ladder.



CERTIFICATION

THE TRAVELERS INSURANCE COMPANY, THE UNITED NATIONS DEVELOPMENT CORPORATION and THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION D/B/A THE EMPIRE STATE DEVELOPMENT CORPORATION, being the sole Unit Owners of The 633 Third Avenue Condominium, located at 633 Third Avenue, New York, New York, hereby certify that they have each consented to the adoption of the attached Fourth Amendment to the Declaration and By-Laws of The 633 Third Avenue Condominium in accordance with the terms thereof.

THE TRAVELERS INSURANCE COMPANY

By: 

Anne Nelson Zahner,  
Its Vice President

THE UNITED NATIONS DEVELOPMENT CORPORATION

By: 

Name: **JEFFREY FELDMAN**  
Title: **EXECUTIVE VICE-PRESIDENT**

THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION D/B/A THE EMPIRE STATE DEVELOPMENT CORPORATION

By: 

Name: **JOSEPH BRANCA**  
Title: **CHIEF FINANCIAL OFFICER**

STATE OF NEW YORK     )  
                                  ) SS.:  
COUNTY OF NEW YORK    )

On the 14th day of December, 1995, before me personally came Anne Nelson Zahner to me known, who, being by me duly sworn, did depose and say that she resides at 65 WOODLAWN AVE., NEW ROCHELLE, NY; that she is a Vice President of THE TRAVELERS INSURANCE COMPANY, the corporation described in, and which executed the above instrument; that she signed her name thereto by order of the board of directors of said corporation.

Laura V. Norman  
Notary Public

LAURA S. NORMAN  
Notary Public, State of New York  
No. 31-4665689  
Qualified in New York County  
Commission Expires July 31, 1996

STATE OF NEW YORK     )  
                                  ) SS.:  
COUNTY OF NEW YORK    )

On the 14th day of December, 1995, before me personally came JEFFREY FELDMAN to me known, who, being by me duly sworn, did depose and say that he resides at 12 ACORN PONDS DR., ROSLA, NY; that he is Executive Vice-Pres of THE UNITED NATIONS DEVELOPMENT CORPORATION, the corporation described in, and which executed the above instrument; that he signed his name thereto by order of the board of directors of said corporation.

Laura V. Norman  
Notary Public

LAURA S. NORMAN  
Notary Public, State of New York  
No. 31-4665689  
Qualified in New York County  
Commission Expires July 31, 1996

STATE OF NEW YORK                    )  
  ) SS.:  
COUNTY OF NEW YORK                )

On the 14th day of December, 1995, before me personally came Joseph Branca to me known, who, being by me duly sworn, did depose and say that he resides at 30 TRAVERSE Rd., Garden City, NY; that he is Chief Financial Officer of THE NEW YORK STATE URBAN DEVELOPMENT CORPORATION d/b/a THE EMPIRE STATE DEVELOPMENT CORPORATION, the corporation described in, and which executed the above instrument; that he signed his name thereto by order of the board of directors of said corporation.

Laura V. Norman  
Notary Public

LAURA S. NORMAN  
Notary Public, State of New York  
No. 31-4665689  
Qualified in New York County  
Commission Expires July 31, 1996



Exhibit 11

SUBMETER STANDARDS  
(Exhibit A TO THE RULES AND REGULATIONS)

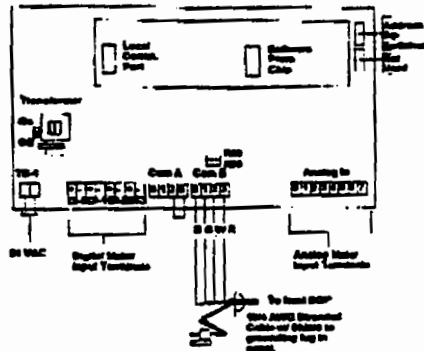


# SUBMETER SPECIFICATIONS

Utility Programs & Metering  
300 Park Avenue South  
New York, New York 10010

## Utilitrak II

Data Concentrator (DC)  
Floor Module (FM)



### Utilitrak II Submetering System Microprocessor

- 8 Analog Inputs
- 4 Binary Inputs (Dry or TTL)
- RS 485 for Peer Communications
- RS 232 Data communications
- Configurable for 12 types of meters

## Application

Utility Programs & Metering Utilitrak II is designed for use in submetering applications, where reliable and accurate submetering is required. Specifically designed as a programmable submetering data collector, the Utilitrak II can be defined as required to meet many submetering applications.

## Description

The Utilitrak II consists of an analog input board, (optional) TTL digital input board, and processor. Eight 4-20ma analog inputs and four binary inputs are defined by the user as to the type of meter connected. The processor then scans the inputs and records consumption to the meter registers for retrieval by the user at any time as commanded. Ninety-nine Utilitrak II boards may be connected for a total system capacity of One Thousand Two Hundred meters.

## Advantages

The Utilitrak II can be connected to a modem and all meters read from a remote location. The readings obtained can be saved into a text format that is easily imported into a spreadsheet application for analysis.

The Utilitrak II is accessible using any terminal emulation program, and is password protected from unauthorized access.

## Specifications

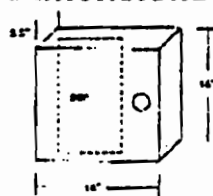
### Meter Types Programmable:

KWH Meter (Digital or Analog)  
KW Demand Meter  
BTU meter (Digital or Analog)  
2 Channel BTU Meter  
3 Channel BTU Meter  
Pounds Steam Meter  
Gallons Water (Digital or Analog)  
Flow Meter (Gallons/Minute)  
Air Flow CFM Meter

## Electronics

|                 |                 |
|-----------------|-----------------|
| Analog Inputs:  | 4-20ma          |
| Digital Inputs: | Dry Contact     |
|                 | 5 V TTL         |
| Power:          | 24 VoltsAC      |
| Enclosure:      | General Purpose |

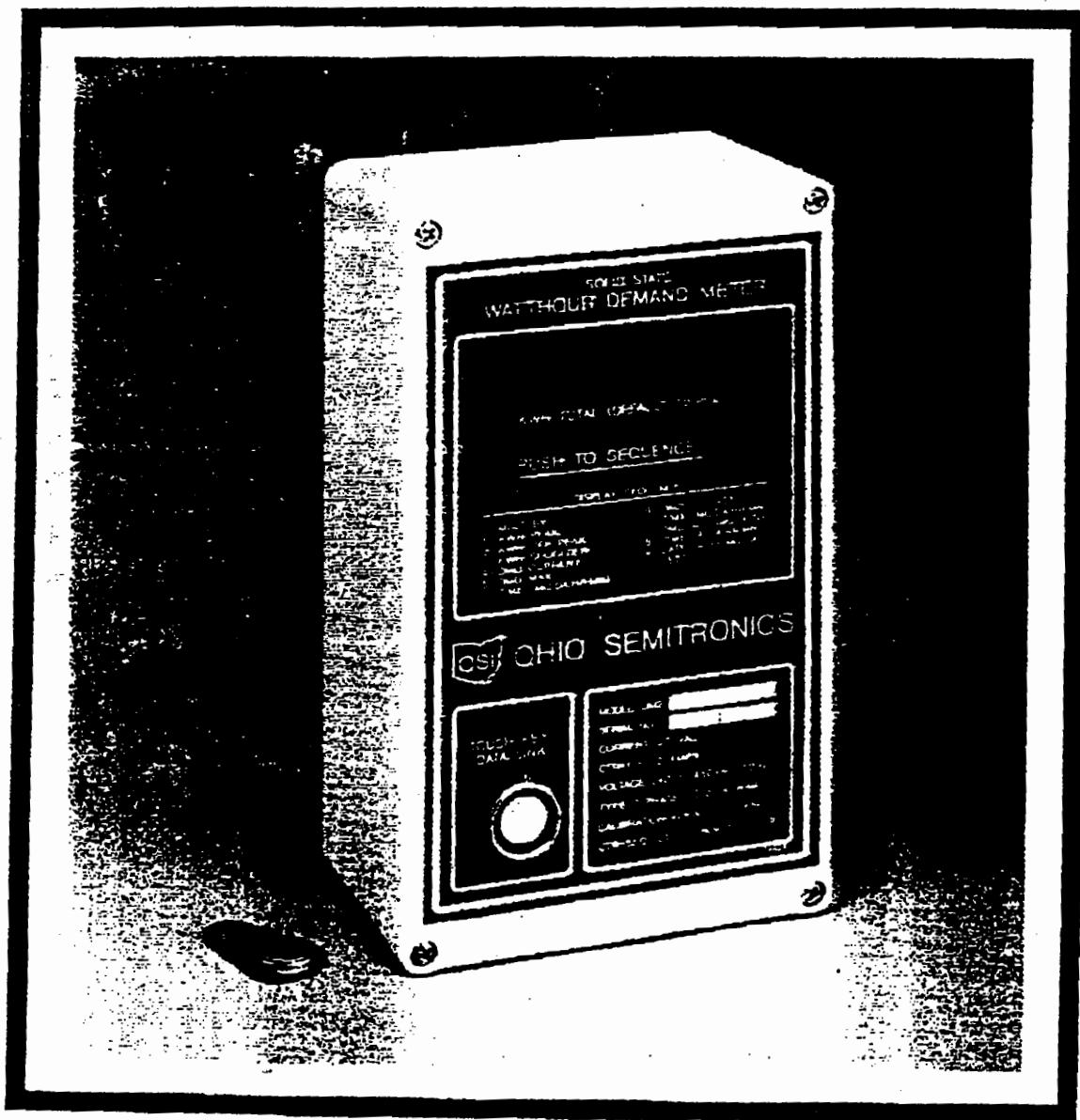
## Dimensions



DGP Enclosure Detail

**OHIO SEMITRONICS, INC.**

**DM2 WATTHOUR DEMAND METER  
INSTALLATION & OPERATION GUIDE  
EFFECTIVE DECEMBER 1994**



**OHIO SEMITRONICS, INCORPORATED  
4242 REYNOLDS DRIVE  
HILLIARD, OHIO 43026  
PH: 614-777-1005 FAX: 614-777-4511**



## INTRODUCTION



NOTE: The symbol displayed to the left refers the installer or servicer to detailed instructions in this manual.

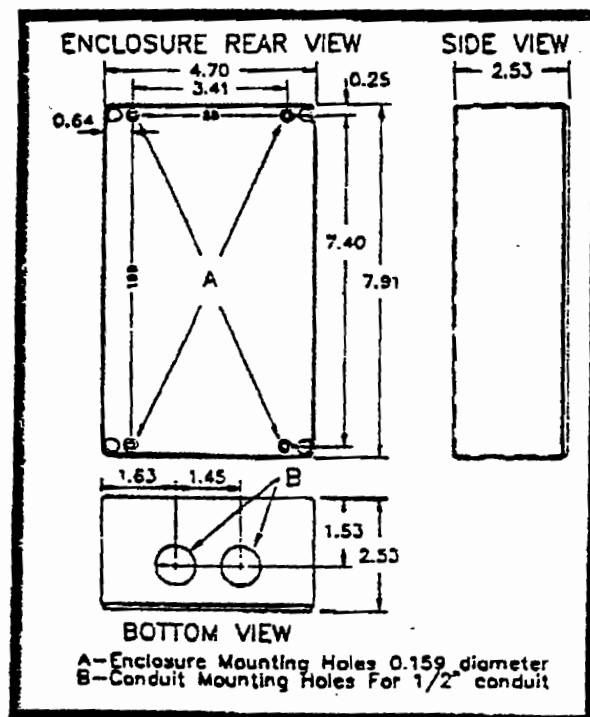
Use these instructions to connect and operate the model DM2 Watthour Demand Meter. **READ ALL INSTRUCTIONS BEFORE BEGINNING INSTALLATION.**

The model DM2 Watthour Demand Meter is a flexible submetering device which can be used as a stand-alone meter or as a component of an automated metering system. The model DM2 is shipped from the factory completely assembled and ready for installation. The information contained in the following pages will provide instructions to install the DM2 as a stand-alone meter.

## INSTALLATION

This section of the manual provides instructions for installing the model DM2 as a stand-alone meter. **THE MODEL DM2 SHOULD BE INSTALLED ONLY BY A QUALIFIED ELECTRICIAN.**

These instructions are not intended to control the interface between this product and the facility wiring. Compliance with national and local codes governing installation should be verified by local inspection authorities.



**FIGURE 1**  
**DM2 ENCLOSURE DIMENSIONS**

### WARNING

To reduce the risk of electric shock, always disconnect the appropriate circuit for the power distribution system before servicing or installing the model DM2.

It is required that a switch or circuit breaker disconnect device be installed ahead of the DM2 power connections. The disconnect device should be marked as the disconnecting device for the DM2. Alternately the location of the disconnecting device may be marked on or near the DM2.

### WARNING

Use of the DM2 in a manner not specified in these instructions may impair the protection afforded by the equipment.

Refer to Figure 1 for the following.

**Step 1** Install 1/2" conduit fittings as required. Plug unused conduit access holes.

**Step 2** Mount the model DM2 enclosure using the four mounting holes located in the back of the enclosure.

## INSTALLATION (CONT'D)

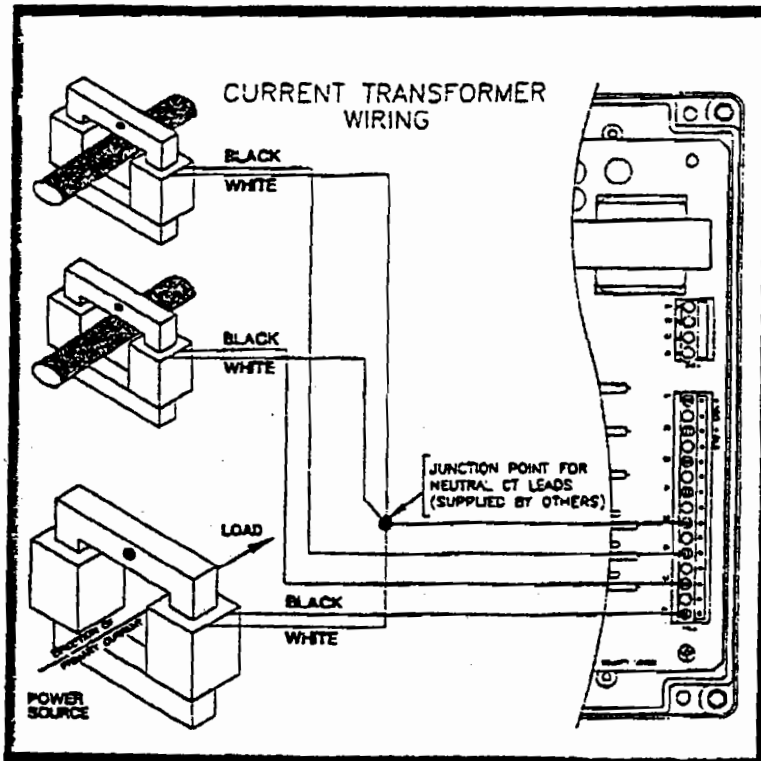
Refer to Figures 2 and 3 for the following steps

Step 3 Connect conduit to load center or switchgear and to meter enclosure.

Step 4 Install current transformers.

### WARNING

OSI supplied current transformers are rated for installation on insulated conductors only. Do not install on bus bars or uninsulated conductors.



**FIGURE 2**  
**BREAKER PANEL WIRING DIAGRAM**

- a) Make sure electrical service is disconnected before making any connections.
- b) Install CT's. Use a plastic wire tie to secure CT's to service cables.
- c) Tape the ends of CT leads with colored tape to identify each phase, (Example phase A=BLK, phase B=RED, etc.)
- d) Route CT leads through conduit to meter, do not remove phase marking tape.

#### Step 5 Connecting voltage and neutral taps.

- a) Make sure electrical service is disconnected before making any connections.
- b) Tap each of the phase voltages. **Make sure all connections comply with all applicable electrical codes.**
- c) Secure a lead to the neutral terminal in the breaker panel or meter panel.
- d) Route all voltage taps and a secured neutral lead through conduit to the meter.

Step 6 Terminate CT leads, voltage leads, and neutral leads as shown on the diagram inside the DM2 meter cover.

- a) Connect leads to plug-in terminal block (TB-1).
- b) Plug terminal block TB-1 onto pins located inside meter to the right of the circuit board.

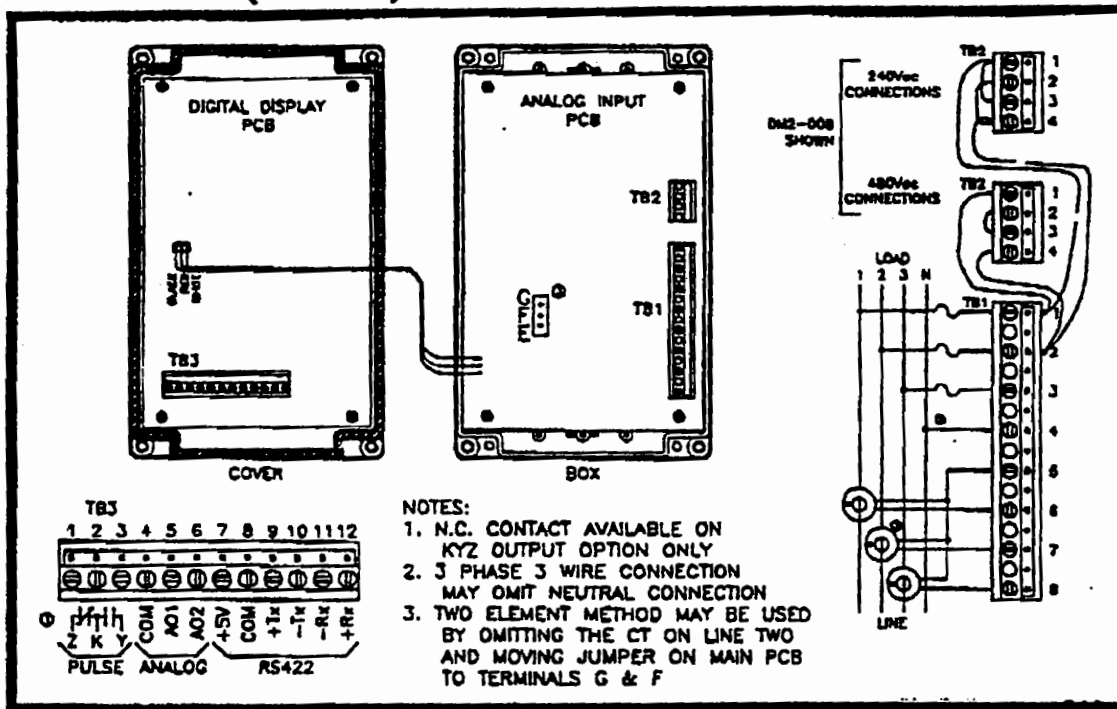
### CAUTION

Make sure that voltage and current leads are connected in the proper phase sequence. Example: Phase A voltage tap should be connected as shown in relation to phase A CT leads. The meter will not measure properly if these leads are cross phased.

Step 7 Connect the pulse output lead to terminal block TB-2.

Step 8 Close the front meter cover, install four cover screws.

## INSTALLATION (CONT'D)



## CLEANING INSTRUCTIONS

The DM2 is not suitable for hosedown cleaning. Use only a damp cloth to remove dust or dirt.

## SPECIFICATIONS

Voltage: Nominal  $\pm 10\%$ , 60Hz, 5 Watts  
 Nominal: 120, 208, 240 and 480  
 Installation Overvoltage Category II,  
 Pollution Degree 2  
 Power Factor: Any  
 Accuracy:  $\pm 0.25\%$  F.S.

Burden: Voltage 0.3VA Phases (L23 & L12)  
 4.3VA Phase L12  
 Current 0.4VA Max Per Phase  
 Dielectric: 2200V<sub>ac</sub>  
 Temperature Effects:  
 (-10°C to 50°C)  $\pm 1\%$  F.S./°C

## MODEL NUMBER

| DM2 | - 00X                        | - X                                  | - X                                 | - X                                | - X   |
|-----|------------------------------|--------------------------------------|-------------------------------------|------------------------------------|---|
|     | BASE UNIT                    | VOLTAGE NOMINAL                      | PULSE OUTPUT                        | 3 Phase 3 or 4 Wire                | CURRENT TRANSFORMER                             |
|     | 6 120/208Vac<br>8 240/480Vac | 1 120Vac<br>2 208/240Vac<br>4 480Vac | K KYZ Contacts<br>R Form A Contacts | 2 Two Elements<br>3 Three Elements | 0 50 Amp<br>1 100 Amp<br>2 200 Amp<br>5 500 Amp |

EXAMPLE: DM2-006-2-K-3-5 This model is a 120/208 base unit wired for 208V service, KYZ Contacts, Three Element, 500 Amp

**OPERATION** Refer to DM2 operating instructions for detailed instructions on operating the DM2 display.



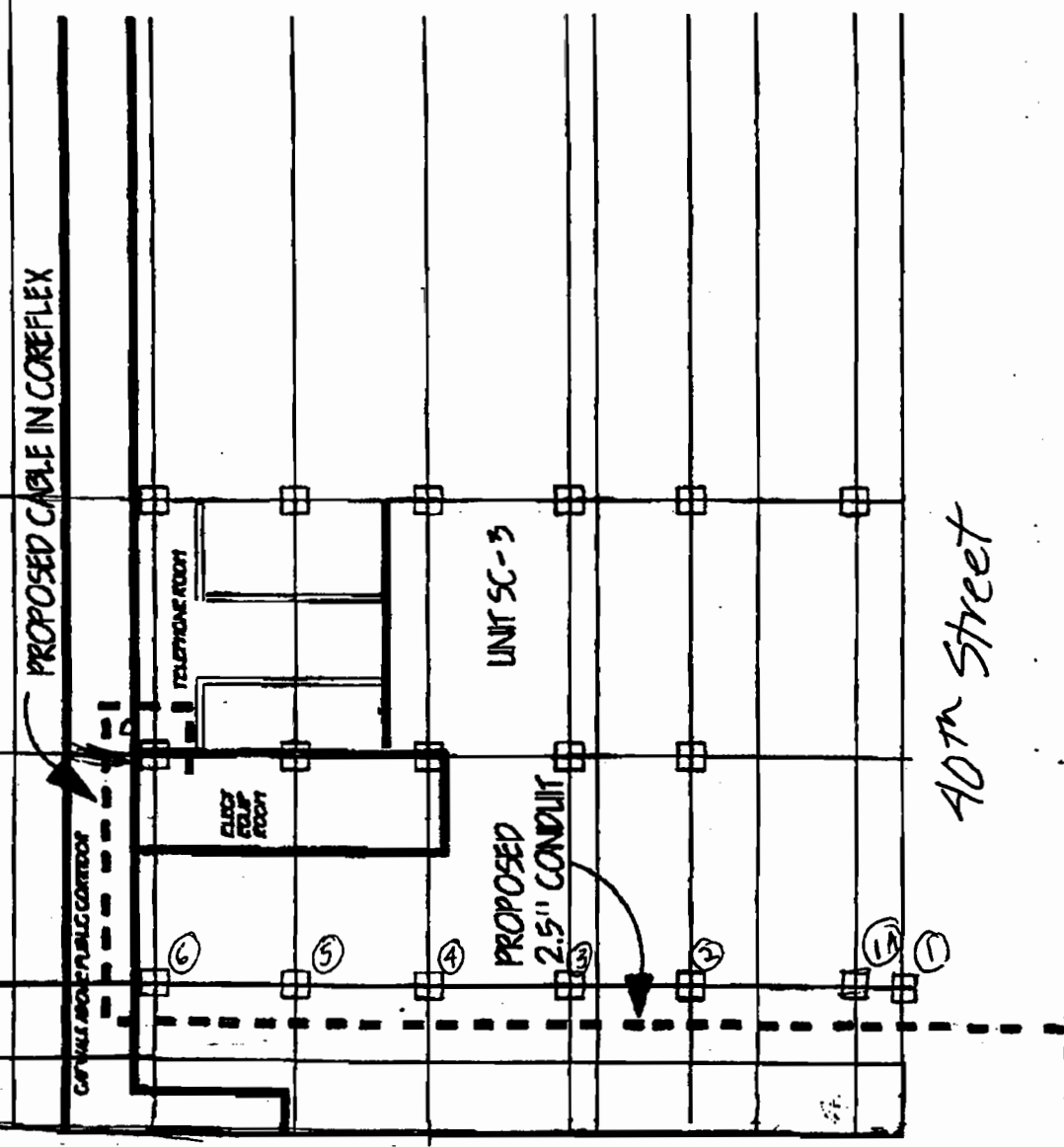
Exhibit 12

DESIGNATED LOCATION OF FIBER OPTIC CABLING



(A) (B) (C) (D) (E)

| REVISIONS |       |         |
|-----------|-------|---------|
| REV       | INDEX | DATE BY |
|           |       |         |
|           |       |         |



40th Street

TELEPORT COMMUNICATIONS-NEW YORK  
67 BROAD STREET, 9th FLOOR, NEW YORK, NY 10004

|              |  |
|--------------|--|
| Job Title:   |  |
| Customer:    |  |
| Location:    |  |
| Floor:       |  |
| Contact:     |  |
| Design Name: |  |
| Designer:    |  |
| Project #:   |  |
| Rev:         |  |
| Sh:          |  |
| Of:          |  |





Exhibit 13

HOIST RESOLUTION

RESOLVED, that in connection with the Work to be performed to Units 2, 3, 4 and 5 in connection with the initial build-out of such Units, the Unit Owner of Units 2, 3 and 4 or the Declarant is authorized to perform the following additional Work:

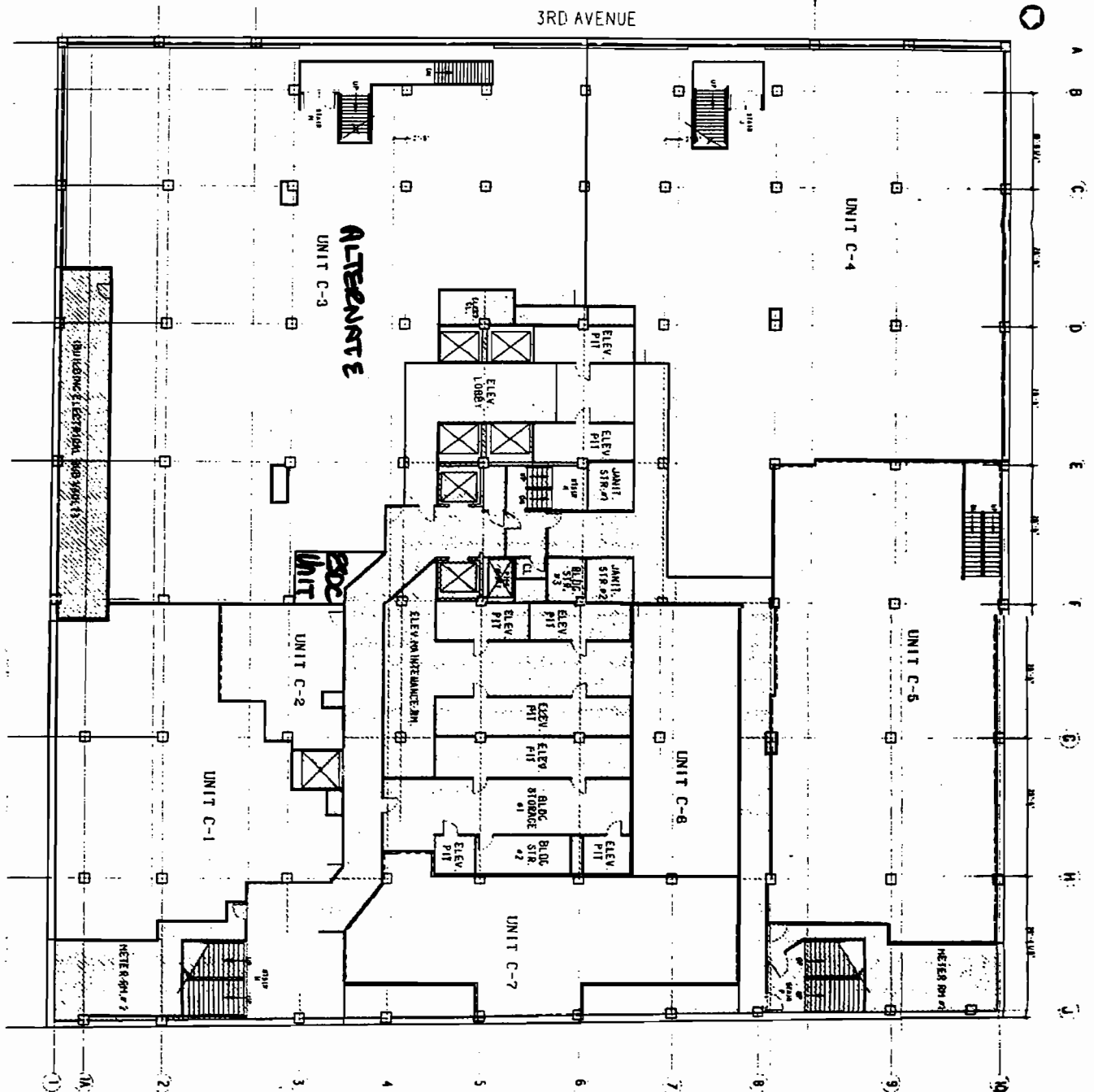
- (i) install a hoistway on the 41st Street side of the Building between columns E and F and shown on the Floor Plans;
- (ii) temporarily remove window #39 in Units 2, 3, 4 and 5 for access, provided with respect to Unit 5 only, the Unit Owner of Unit 5 consents thereto;
- (iii) temporarily remove windows #38 and #40 in Units 2, 4 and 5 to anchor the hoist, provided with respect to Unit 5 only, the Unit Owner of Unit 5 consents thereto;

all subject to the following conditions:

- (1) all Work shall be performed in accordance with the General Work Conditions set forth in Article XII of the Declaration;
- (2) the manner in which the hoistway will be anchored and the anchoring of the hoistway must be reviewed and approved by an engineer selected by the Board of Managers;
- (3) any windows removed, will have to be reinstalled by Seaboard Weatherproofing Company, in accordance with the window restoration warranty;
- (4) the Unit Owner of Units 2, 3 and 4 shall make sure there is ample lighting underneath the hoistway at all times and shall keep such area clean and safe;

- (5) the Unit Owner of Units 2, 3 and 4 must ensure that there is access to 41st Street for pedestrians;
- (6) all cost and expense incurred in connection with the foregoing Work shall be borne solely by the Unit Owner of Units 2, 3 and 4;
- (7) the Unit Owner of Units 2, 3 and 4 shall, at its sole cost and expense, maintain such additional insurance as the Board of Managers shall reasonably require from time to time in connection with the use and operation of the hoistway;
- (8) any damage to the Condominium or any other property resulting from such Work shall be promptly repaired by the Unit Owner of Units 2, 3 and 4;
- (9) the foregoing Work shall be completed on or before June 1, 1996; and
- (10) the Unit Owner of Units 2, 3 and 4 shall indemnify and hold harmless the Declarant, the Board of Managers and all other Unit Owners from and against any claim, liability, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising out of or in connection with such Work.

# EXHIBIT 14 SUBDIVISION OF UNIT C-3



SWANNE HAYDEN CONSULTING ARCHITECTS

THE BOUNDARIES OF THE UNITS CONSIST OF THE AREA MEASURED HORIZONTALLY BETWEEN THE SURFACES OF THE PLASTER BOARDS ENCLOSED BY THE UNITS. THE UNITS SHALL BE CONSIDERED TO BE LOCATED WITHIN THE PLASTER BOARD CEILING, HOWEVER, ANY COMMON ELEMENTS LOCATED WITHIN A UNIT SHALL NOT BE CONSIDERED A PART OF SUCH UNIT.

DECLARANT:  
THE TRAVELLERS INSURANCE COMPANY  
NEW YORK, N.Y. 10001

ARCHITECT'S CERTIFICATION  
STATE OF NEW YORK  
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY REPRESENTS THE LAYOUT, LOCATION, DIMENSIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

RICHARD SETH HAYDEN & A.

NOTARIZATION  
SWORN TO BEFORE ME THIS  
DAY OF 19

TAX LOT CERTIFICATION  
THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT MAP OF THE CITY OF NEW YORK, N.Y. 10001, AND THE CITY OF NEW YORK, N.Y. 10001.

633 THIRD AVENUE  
NEW YORK, N.Y.

CONCOURSE

Scale: 1" = 10'-0"



Exhibit 15

AMENDED ASBESTOS REPORT



# **ASBESTOS MATERIALS INSPECTION SURVEY**

for the project located at:

**633 THIRD AVENUE, NEW YORK, NY  
SUB-CELLAR - 10th FLOOR  
28th - 31st FLOOR  
11th, 40th & 41st FLOOR  
MECHANICAL EQUIPMENT ROOMS**

prepared for:

**THE TRAVELERS INSURANCE COMPANY  
THE REAL ESTATE INVESTMENT GROUP  
205 COLUMBUS BLVD., 9PBA  
HARTFORD, CT 06813**

prepared by:

**GCI ENVIRONMENTAL ADVISORY, INC.  
655 THIRD AVENUE  
NEW YORK, NY 10017**

**OCTOBER, 1995**





# TABLE OF CONTENTS

|                    |   |
|--------------------|---|
| <b>SECTION I</b>   | <b>EXECUTIVE SUMMARY</b>  |
| <b>SECTION II</b>  | <b>INTRODUCTION</b>   |
| <b>SECTION III</b> | <b>SURVEY AREA DISCUSSION</b>   |
| <b>SECTION IV</b>  | <b>SAMPLING AND ANALYTICAL METHODOLOGY</b>                                    |
| <b>SECTION V</b>   | <b>LIMITATIONS</b>  |
| <b>SECTION VI</b>  | <b>SUMMARY AND RECOMMENDATIONS</b>  |
| <b>APPENDIX A</b>  | <b>TOTAL ACM QUANTITIES</b>   |
| <b>APPENDIX B</b>  | <b>SUB-CELLAR AREAS (NOT COMMON))</b>   |
| <b>APPENDIX C</b>  | <b>CONCOURSE (CELLAR) AREAS (NOT COMMON)</b>                                  |
| <b>APPENDIX D</b>  | <b>FIRST FLOOR (LOBBY) AREAS (NOT COMMON)</b>                                 |
| <b>APPENDIX E</b>  | <b>TRAVELERS AREAS (FLOORS 2-10, 28-31)</b>                                   |
| <b>APPENDIX F</b>  | <b>COMMON AREAS (SUB-CELLAR, CONCOURSE, GROUND FLOOR, MERs, SHAFTS, ETC.)</b> |
| <b>APPENDIX G</b>  | <b>LABORATORY ANALYSIS (PLM)</b>  |
| <b>APPENDIX H</b>  | <b>LABORATORY ANALYSIS (TEM)</b>  |



# ASBESTOS MATERIALS INSPECTION SURVEY

for the project located at:

633 THIRD AVENUE  
NEW YORK, NY

## I. EXECUTIVE SUMMARY

A limited Asbestos Materials Inspection was conducted during October 4 - 25, 1995 within all accessible areas of the Sub-cellar through 10th Floor, 28th through 31st Floor and 11th, 40th and 41st Floor Mechanical Equipment Rooms (MERs) located at 633 Third Avenue, New York, NY. The purpose of the survey was to visually locate and quantify "suspect" asbestos-containing cementitious duct seam material associated with the building's HVAC system. The survey was conducted by New York City Certified Asbestos Investigator, Mr. Phil Heiserman (NYC Investigator # 584969705) and Bruce Suffern.

The gray cementitious material applied to the seams of the original fiberglass insulated ducts has been identified by laboratory analysis as an asbestos-containing material (ACM). These ducts were observed above suspended ceilings, within MERs and within interior building shafts (see Appendices B - F for drawings showing approximate ACM locations). Approximately 130,015 square feet of fiberglass insulated ductwork was observed with this asbestos-containing seam material (see Appendix A for a floor by floor listing of ACM quantities). This quantity does not include material within the interior building shafts as only one shaft was accessible (only on the low rise floors).

The duct seam material observed was damaged in most locations. However, it is a cementitious material and the potential for airborne fiber release is low.

## II. INTRODUCTION

A limited Asbestos Materials Inspection Survey was performed at the request of The Traveler's Insurance Company within all accessible areas of the Sub-cellar through 10th Floor, 28th through 31st Floor and the 11th, 40th and 41st Floor MERs within the property located at 633 3rd Avenue. The survey included:

- A. Inspecting the area to locate the "suspect" asbestos-containing duct seam material and sampling sites.

- B. Collecting representative samples from this suspect material.
- C. Sampling was conducted by experienced, licensed personnel trained in ways that minimized material disturbance (i.e. core samplers, wet methods, HEPA Equipment, etc.) and exposure to the public (i.e. non-public hours in public areas).
- D. A descriptive notation of sampling locations was made in the Sampling Log and on floor plans in order to locate the sampling site at future dates.
- E. All materials sampled were analyzed by a Laboratory that is New York State E-LAP Approved, NVLAP Accredited and is a successful participant in the EPA RTS Quality Assurance Program.

### **III. SURVEY AREA DISCUSSION**

The survey areas comprise the Sub-cellar through the 10th Floor, the 28th through the 31st Floor and the Mechanical Equipment Rooms (MERs) located on the 11th, 40th and 41st Floors.

The survey was limited to locating and quantifying insulated ductwork with the suspect cementitious asbestos-containing seam material. The suspect asbestos-containing seam material is a cementitious product applied to the seams of originally installed foil covered fiberglass duct insulation. This ductwork was found primarily above the suspended ceilings on tenant floors and in the common areas (lobby, rest rooms, etc.). This duct seam material was also observed within enclosed interior vertical shafts. Laboratory analysis has identified this suspect material as asbestos-containing within all surveyed areas.

Two interior vertical shafts were identified within the survey area. The shaft located in the north central area of the building core (northeast corner of core on the high-rise floors) was accessible only on the low-rise floors, through access panels within the interior stairwell. Observations confirmed the existence of the suspect asbestos-containing seam material within this shaft. This shaft was not accessible on the high-rise floors (12 - 39), so no quantity of ACM is available (approximately 450 square feet of insulated ductwork with suspect asbestos-containing seams was observed per floor, through the available access panels on the low-rise floors).

The second interior vertical shaft is located in the southwest corner of the building core on the low-rise floors and appears to terminate at the 11th Floor. It is assumed to contain ducts with the asbestos-containing seams because this material was observed going into the shaft on various floors. The shaft was completely inaccessible so no confirmation can be made regarding the existence or quantity of affected duct insulation.

Within the building's MERs (11th, 40th and 41st Floors), the cementitious duct seam material is applied to the originally installed fiberglass insulation. However, this insulation is then covered with layers of heavy brown paper and canvas (not asbestos-containing).

In addition, a soft mud type of seam material, identified as ACM, was observed below the canvas covering the duct and fan insulation within the 41st Floor MER. This material was limited to one area of the 41st Floor MER and has been included with the provided ACM quantity (similar material within the 11th Floor MER was identified as non-ACM).

A third duct insulation material was identified as asbestos-containing within the 41st Floor MER. This material is a tar paper covering, below canvas, over fiberglass duct/fan insulation (similar material was observed and sampled in the sub-basement but was identified as non-ACM). The identified asbestos-containing tar-paper was observed only within the 41st Floor MER and since the observed amount was minimal, it has been included with the provided quantity.

#### **IV. SAMPLING AND ANALYTICAL METHODOLOGY**

Representative samples of each "suspected" asbestos containing material were collected utilizing approved Federal, State and Local methods. All samples were submitted to an accredited laboratory for analysis. Each sample was analyzed by the designated laboratory utilizing Polarized Light Microscopy (PLM) methods. Materials that were found to contain greater than one percent ( $>1\%$ ) asbestos were identified as positive and labeled as asbestos-containing. Other materials, in which either no asbestos was identified or trace amounts were detected in quantities less than one percent ( $<1\%$ ), were classified as non-asbestos-containing. Analytical results and locations for all materials sampled during the Survey can be found in Appendix A.

**Non - Friable Organically Bound Materials (NOB)** refers to a wide variety of building materials, such as vinyl or asphalt floor tiles, resilient floor coverings, mastic, asphalt shingles, roofing materials, etc. EPA 600/M4-82-020 December 1982 calls for the analysis of suspected asbestos-containing materials (ACM) via Polarized Light Microscopy (PLM). However, the method has limitations when (NOB) materials are encountered.

These limitations, such as the inability to detect thin or extremely short fibers (less than one micrometer in length) generated during the milling process and the difficulty of separating asbestos fibers and bundles from the resinous matrix, may lead to false negatives or underestimates of the amount of asbestos fibers present in the sample.

For these reasons, when analysis by PLM yields negative results for the presence of asbestos in (NOB) materials, The State of New York Department of Health (DOH) has issued the following requirements as of August 3, 1992: **"Polarized Light Microscopy**

is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Before this material can be considered or treated as non-asbestos-containing, confirmation must be made by quantitative Transmission Electron Microscopy."

The superior resolution of Transmission Electron Microscopy can detect the presence of asbestos fibers well beyond the range of PLM. In addition, the use of select-area electron diffraction (SAED) and energy-dispersive spectroscopy (EDS) can positively identify asbestos fibers in the sample.

## **V. LIMITATIONS**

This visual inspection survey was performed within all accessible areas of the surveyed floors. GCI Environmental Advisory, Inc. representatives attempted to gain enough access to locate all suspect materials. Access was limited, however, by the following conditions:

- A. Some areas of the building had a suspended plaster or sheetrock ceiling. Typically, portions of core area hallways, bathrooms and elevator lobbies were accessible only through available access panels. Sections of insulated ductwork which could be predicted (based on observations in adjacent areas) were assumed to exist and included with the quantification and on the drawings.
- B. Some areas of the tenant occupied spaces (Concourse, Ground, 5th, 6th, 7th and 8th floors) could not be accessed due to occupancy at the time of the survey. Also some areas could not be accessed due to locked/security doors. If the ductwork could be reasonably predicted in the inaccessible areas, it has been included.
- C. The interior vertical shafts were fully enclosed and were generally inaccessible for inspection. Access was available only within the shaft located in the north central area of the building core (northeast corner of core on high-rise floors) and was only accessible on the low-rise floors through access panels within the adjacent stairwell.

## **VI. SUMMARY AND RECOMMENDATIONS**

Asbestos-containing cementitious duct seam material was observed in various locations throughout the surveyed areas (see Appendices B-F). The material was observed to be damaged throughout. However, due to its cementitious nature, the potential for airborne fiber release through normal vibration or air erosion is low.

In the event of renovation which will disturb the ACM, GCI Environmental Advisory, Inc. recommends that all affected fiberglass insulated duct insulation be removed by a qualified asbestos abatement contractor.





## **APPENDIX A**

### **ACM QUANTITIES**



## APPENDIX A ACM QUANTITIES\*

| <u>FLOOR</u>    | <u>APPROXIMATE QUANTITY OF<br/>AFFECTED DUCT INSULATION</u> |
|-----------------|---|
| Sub-cellar      | 2510 square feet (sq. ft.)                                  |
| Concourse Level | 7230 sq. ft.  |
| First Floor     | 8150 sq. ft. **   |
| 2nd             | 7600 sq. ft.  |
| 3rd             | 5075 sq. ft.  |
| 4th             | 4530 sq. ft.  |
| 5th             | 7250 sq. ft.  |
| 6th             | 8775 sq. ft.  |
| 7th             | 9750 sq. ft.  |
| 8th             | 7100 sq. ft.  |
| 9th             | 1665 sq. ft.  |
| 10th            | 5060 sq. ft.  |
| 11th Floor MER  | 9590 sq. ft.  |
| 28th            | 1015 sq. ft.  |
| 29th            | 2145 sq. ft.  |
| 30th            | 2245 sq. ft.  |
| 31st            | 410 sq. ft.   |
| 40th Floor MER  | 7805 sq. ft.  |
| 41st Floor MER  | <u>32,110 sq. ft.</u>                                       |
| TOTAL           | 130,015 sq. ft.   |

\* Note: ACM quantities provided include the total quantity of fiberglass duct insulation with the cementitious asbestos-containing seam material.

\*\*Does not include material which could not be observed above the inaccessible Ground Floor North Lobby ceilings. Based on the observations in the south lobby, approximately 2,000 additional square feet of duct insulation could exist above the north lobby ceiling.



**APPENDIX B**  
**SUB-CELLAR AREAS (NOT COMMON)**



**633 3rd AVENUE**

**Sub-cellar Areas (not common)**

No asbestos-containing duct seam material was observed within these areas.





**APPENDIX C**  
**CONCOURSE (CELLAR) AREAS (NOT COMMON)**








## 633 3rd AVENUE

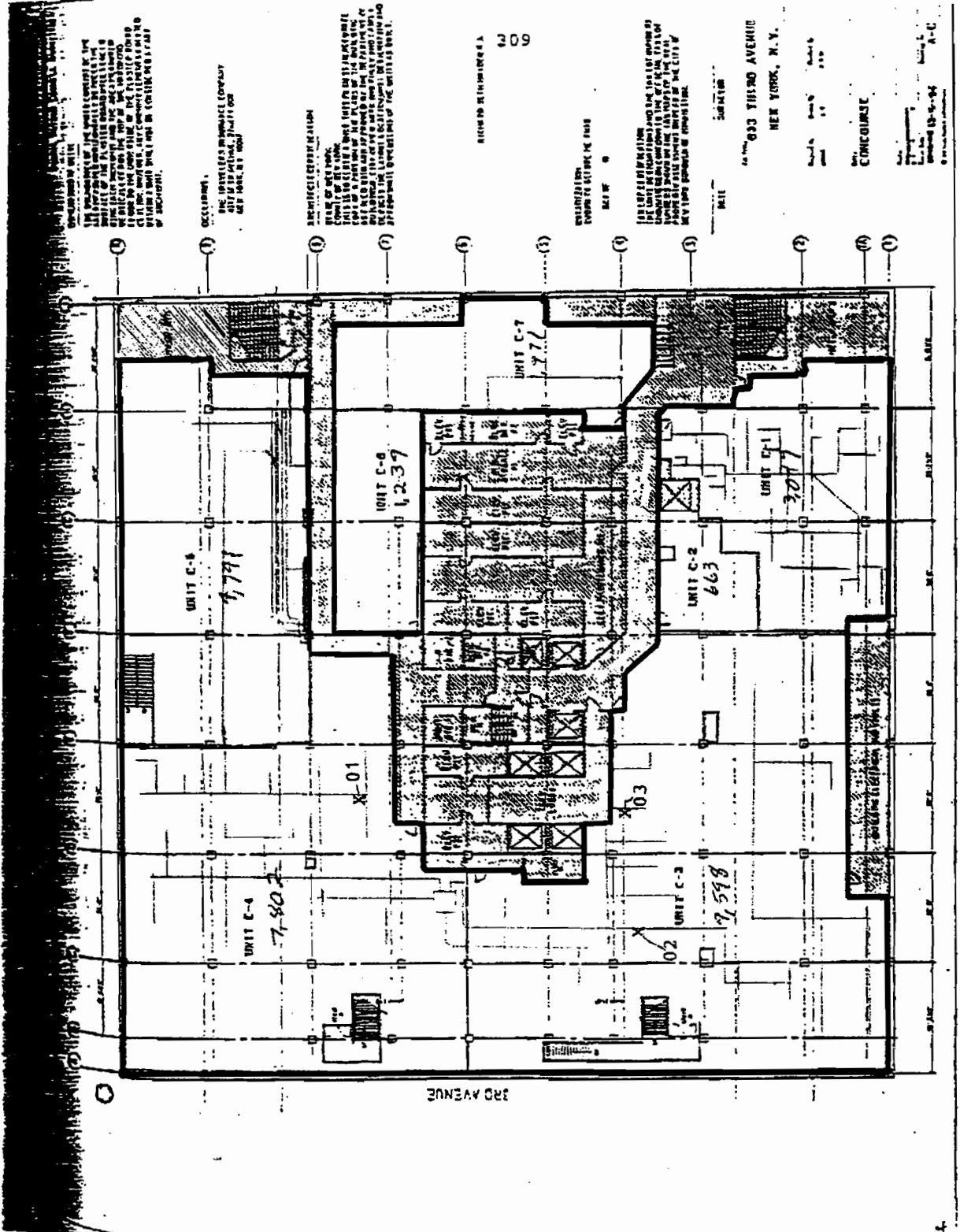
### Concourse (Cellar) Areas (not common)

Approximately 6,785 square feet of insulated ductwork with asbestos-containing seam material.

NOTE: THE ATTACHED DIAGRAMS (FLOOR PLANS) ARE NOT TO SCALE AND THE AREAS OF ACM SHOWN AREA MERELY REPRESENTATIONS OF THE GENERAL VICINITY WHERE ACM WAS OBSERVED. COMPLETE INTERIOR DEMOLITION WILL BE REQUIRED TO POSITIVELY LOCATE ALL OCCURRENCES OF ACM WITHIN TENANT OCCUPIED SPACE.

#### KEY TO DRAWINGS

|   |   |
|---|---|
| Fiberglass Insulated Ductwork<br>with Cementitious Seams .....          |  |
| Ductwork which is uninsulated<br>or insulated with new fiberglass ..... |  |
| Other ACM associated with<br>observed ductwork .....                    |  |
| Interior Vertical Shafts .....  |  |
| Inaccessible Areas .....  |  |
| Bulk Sample Locations .....   | X   |



**APPENDIX D**  
**FIRST FLOOR (LOBBY) AREAS (NOT COMMON)**



## 633 3rd AVENUE

### Ground Floor (Lobby) Areas (not common)

Approximately 4,630 square feet of insulated ductwork with asbestos-containing seam material.

**NOTE: THE ATTACHED DIAGRAMS (FLOOR PLANS) ARE NOT TO SCALE AND THE AREAS OF ACM SHOWN ARE MERELY REPRESENTATIONS OF THE GENERAL VICINITY WHERE ACM WAS OBSERVED. COMPLETE INTERIOR DEMOLITION WILL BE REQUIRED TO POSITIVELY LOCATE ALL OCCURRENCES OF ACM WITHIN TENANT OCCUPIED SPACE.**

#### KEY TO DRAWINGS

Fiberglass Insulated Ductwork  
with Cementitious Seams .....



Ductwork which is uninsulated  
or insulated with new fiberglass .....



Other ACM associated with  
observed ductwork .....



Interior Vertical Shafts .....



Inaccessible Areas .....

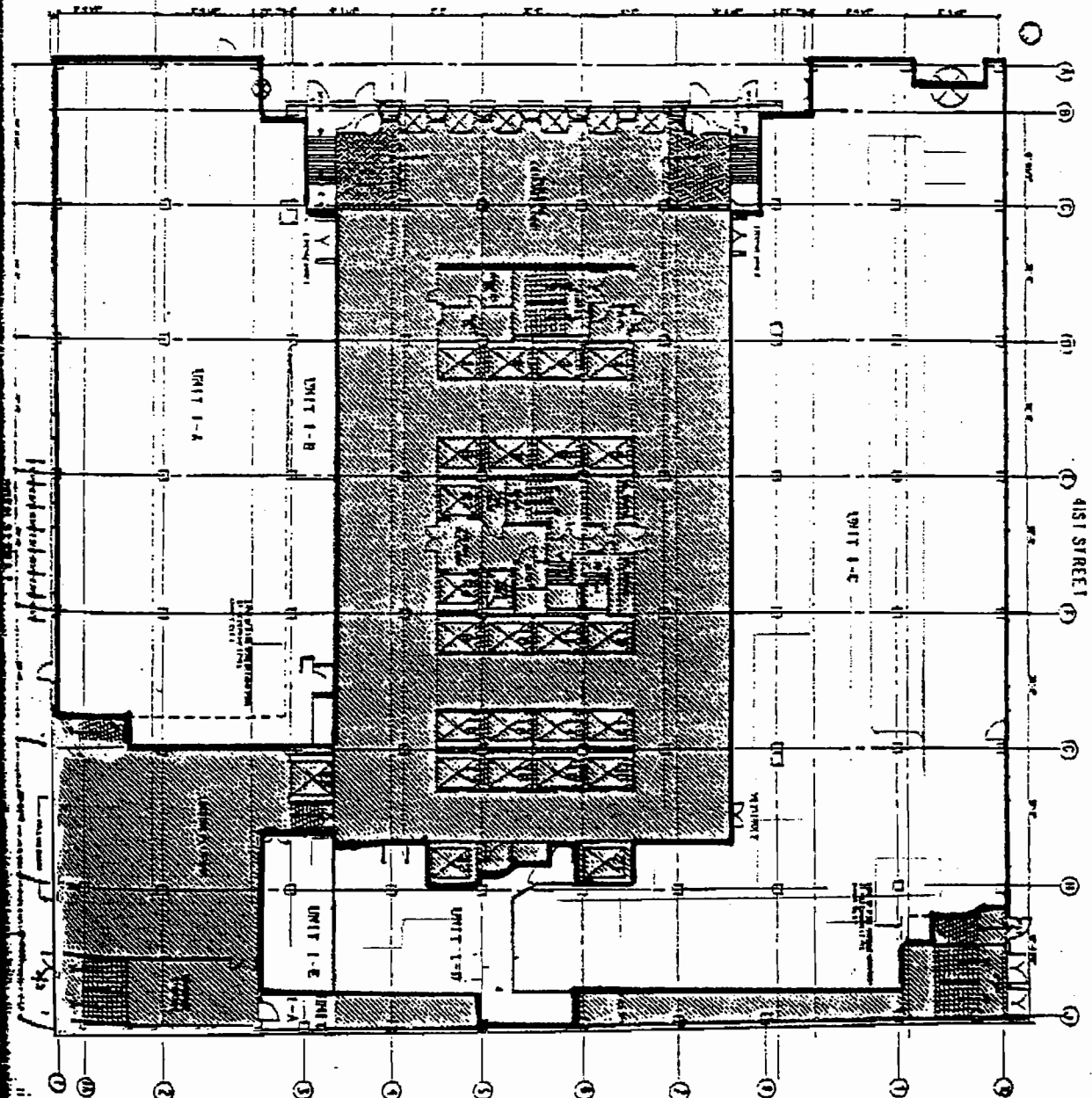


Bulk Sample Locations .....

X

Shades of gray  
= construction

3RD AVENUE



Project Name: [Illegible]

THESE PLANS ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN CONSENT. ANY VIOLATION OF THIS NOTICE WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

THESE PLANS ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN CONSENT. ANY VIOLATION OF THIS NOTICE WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

THESE PLANS ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN CONSENT. ANY VIOLATION OF THIS NOTICE WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

NOT TO SCALE

NOT TO SCALE

THESE PLANS ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT HIS WRITTEN CONSENT. ANY VIOLATION OF THIS NOTICE WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

NEW YORK, N. Y.

1ST FLOOR



**APPENDIX E**  
**TRAVELERS AREAS (FLOORS 2 - 10, 28 - 31)**



## 633 3rd AVENUE

### Travelers Areas (Floors 2 - 10, 28 - 31)

The approximate quantity of insulated ducts with asbestos-containing seam materials are as follows:

|              |                       |
|--------------|-----------------------|
| 2nd Floor    | 7600 sq. ft.          |
| 3rd Floor    | 5075 sq. ft.          |
| 4th Floor    | 4530 sq. ft.          |
| 5th Floor    | 7250 sq. ft.          |
| 6th Floor    | 8775 sq. ft.          |
| 7th Floor    | 9750 sq. ft.          |
| 8th Floor    | 7100 sq. ft.          |
| 9th Floor    | 1665 sq. ft.          |
| 10th Floor   | 5060 sq. ft.          |
| 28th Floor   | 1015 sq. ft.          |
| 29th Floor   | 2145 sq. ft.          |
| 30th Floor   | 2245 sq. ft.          |
| 31st Floor   | 410 sq. ft.           |
| <b>TOTAL</b> | <b>62,620 sq. ft.</b> |

NOTE: THE ATTACHED DIAGRAMS (FLOOR PLANS) ARE NOT TO SCALE AND THE AREAS OF ACM SHOWN AREA MERELY REPRESENTATIONS OF THE GENERAL VICINITY WHERE ACM WAS OBSERVED. COMPLETE INTERIOR DEMOLITION WILL BE REQUIRED TO POSITIVELY LOCATE ALL OCCURRENCES OF ACM WITHIN TENANT OCCUPIED SPACE.

#### KEY TO DRAWINGS

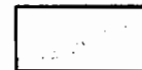
Fiberglass Insulated Ductwork  
with Cementitious Seams .....



Ductwork which is uninsulated  
or insulated with new fiberglass .....



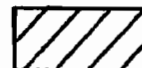
Other ACM associated with  
observed ductwork .....



Interior Vertical Shafts .....



Inaccessible Areas .....

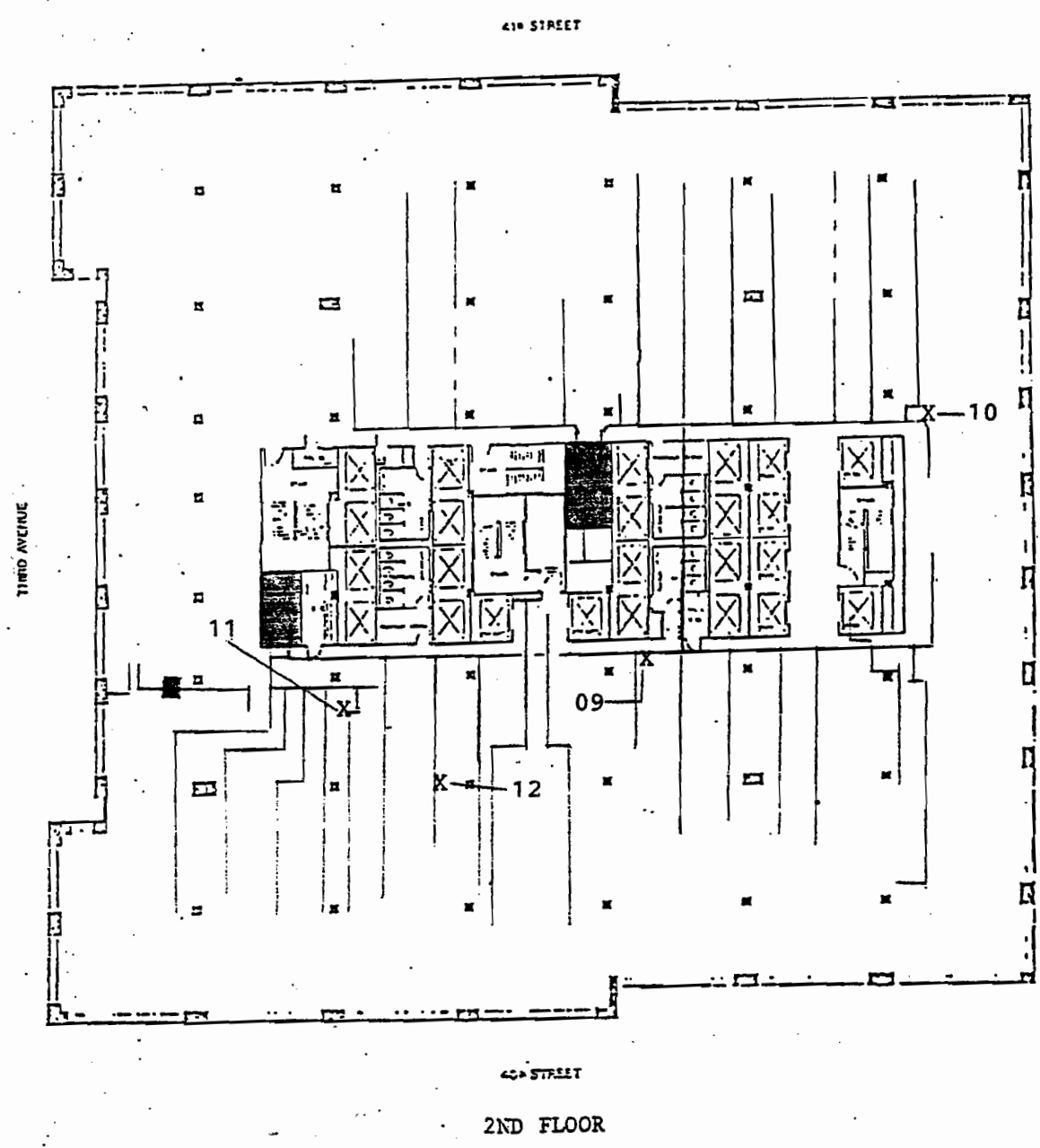


Bulk Sample Locations .....

X

030  
THIRD  
AVENUE

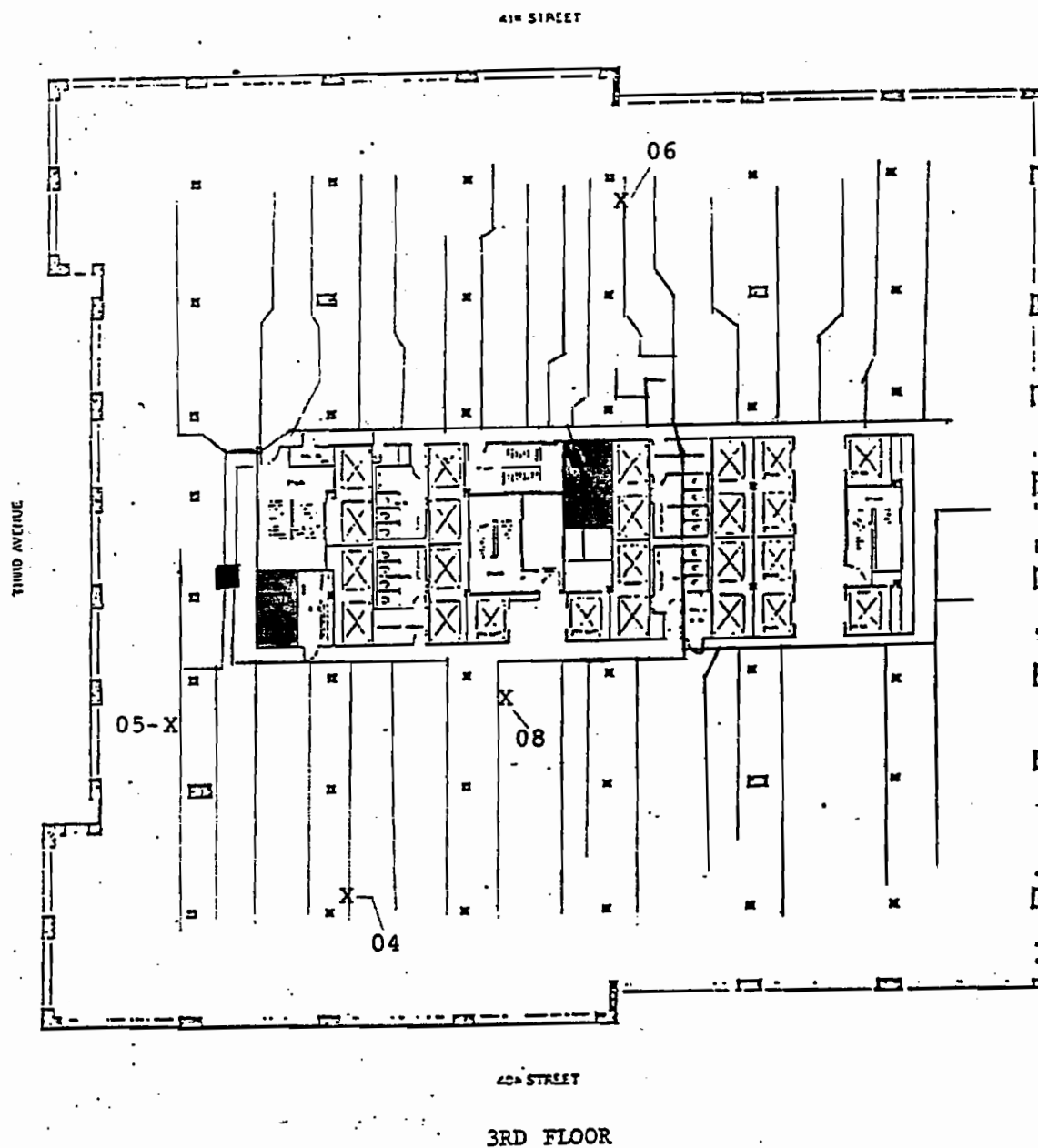
# Typical Low Rise Floor



NDHURST ASSOCIATES, LTD.

000  
THIRD  
AVENUE

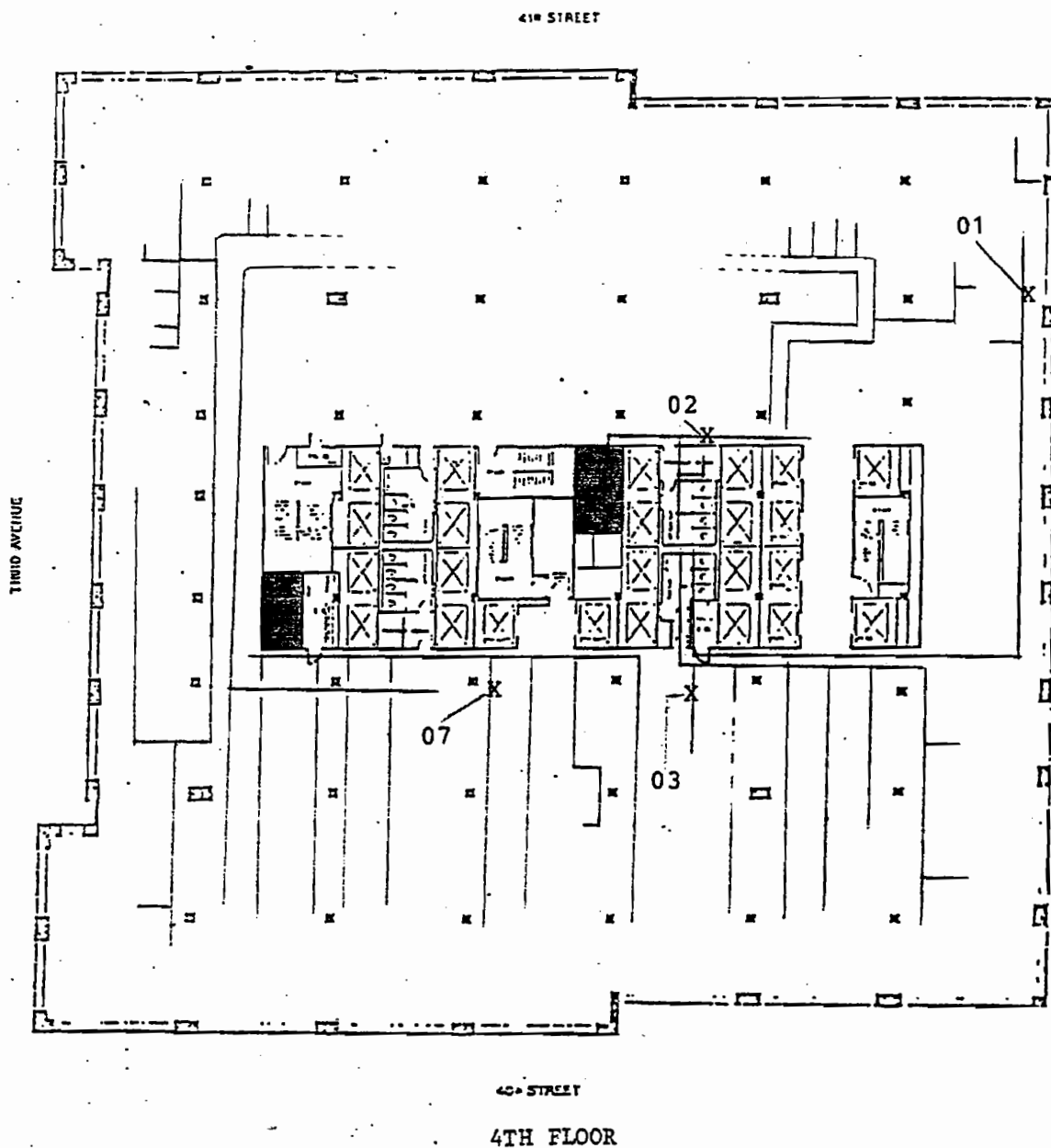
*Typical Low Rise Floor*



NDHURST ASSOCIATES, LTD.

000  
THIRD  
AVENUE

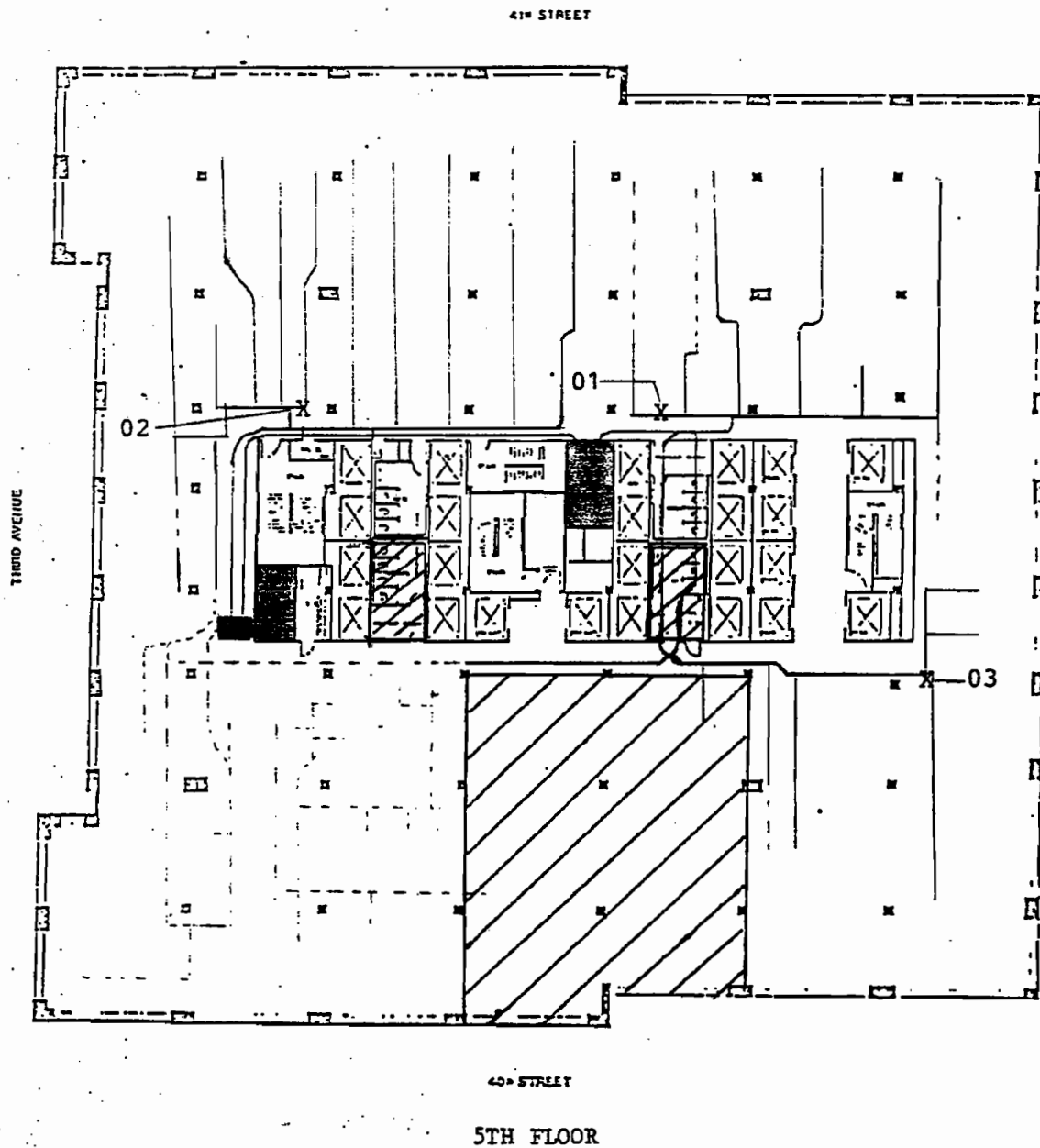
*Typical Low Rise Floor*



WIDHURST ASSOCIATES, LTD.

555  
THIRD  
AVENUE

*Typical Low Rise Floor*



LDHURST ASSOCIATES, LTD.

**Information**

## TIPO AVENTURE

400 STREET

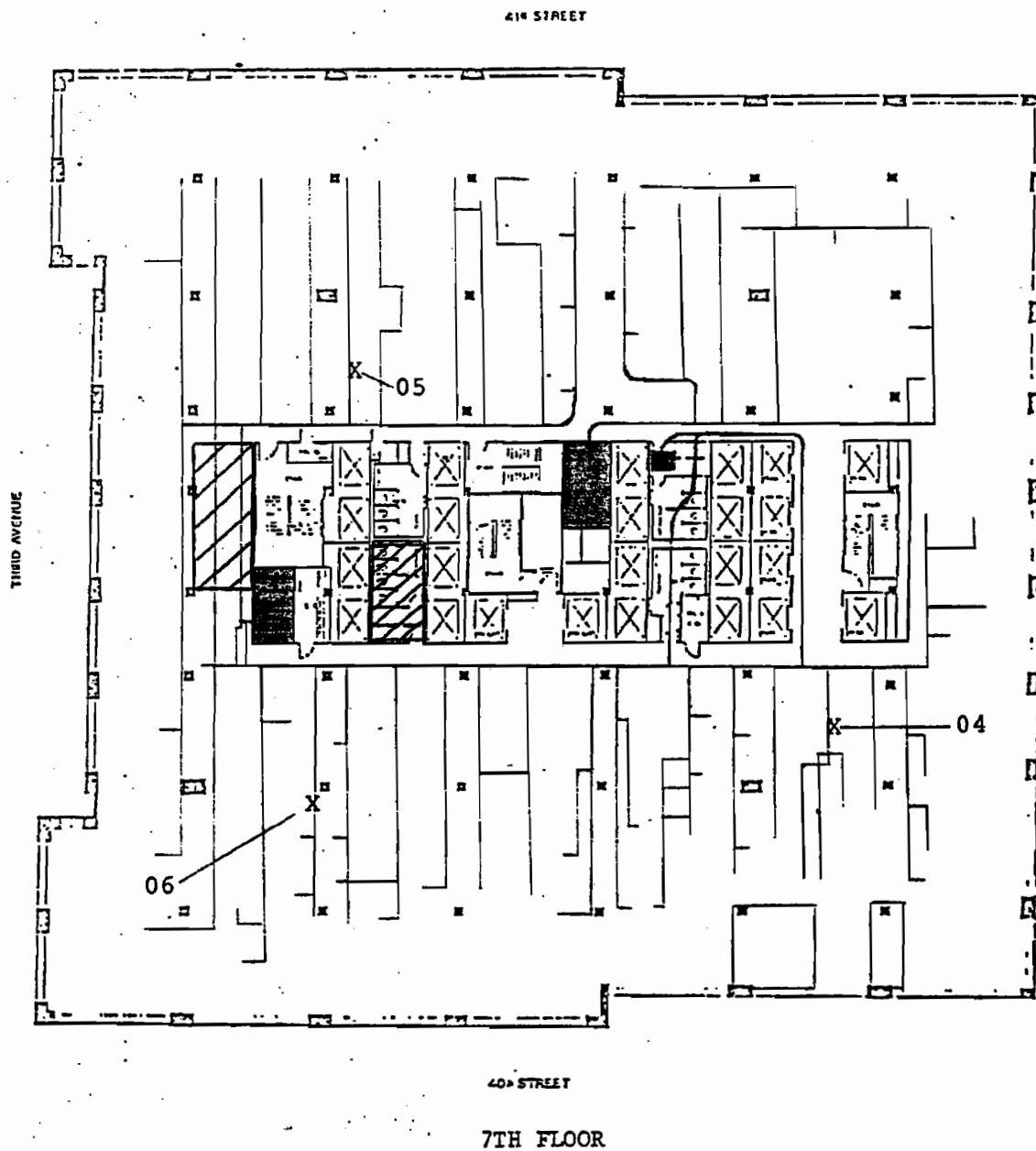
6TH FLOOR

WIDHURST ASSOCIATES, LTD.



888  
THIRD  
AVENUE

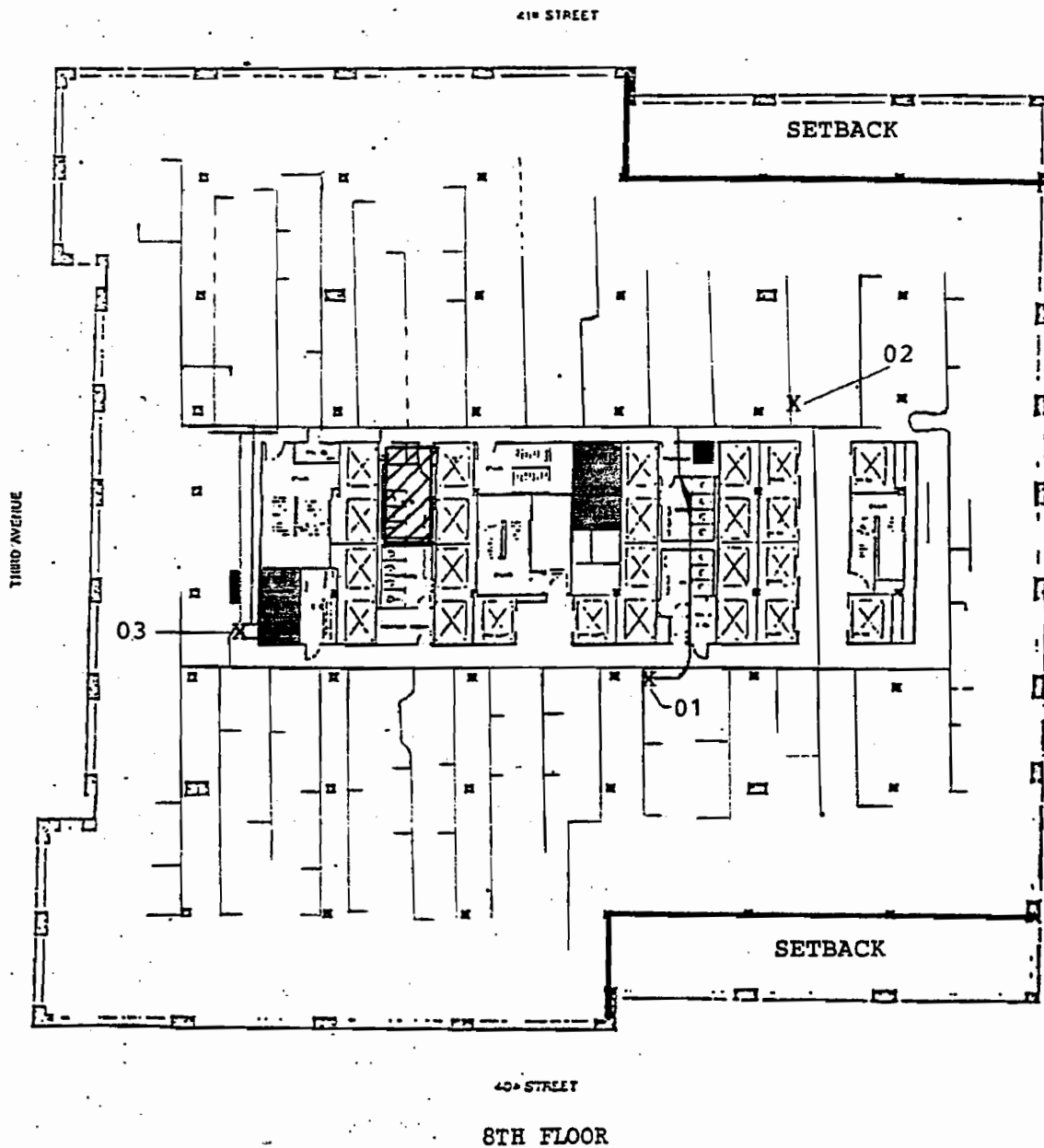
*Typical Low Rise Floor*



NDHURST ASSOCIATES, LTD.

633  
THIRD  
AVENUE

*Typical Low Rise Floor*

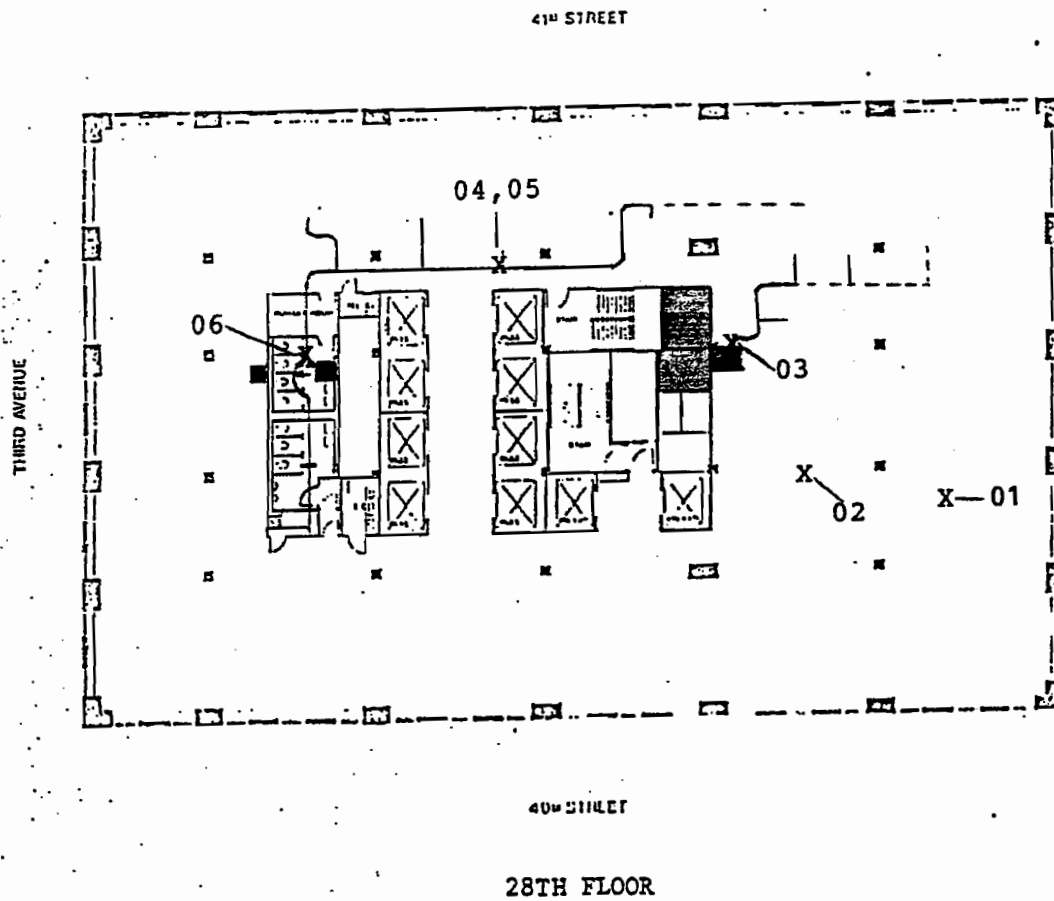


NDHURST ASSOCIATES, LTD.

033  
THIRD  
AVENUE  
111-113-115-117-119-121-123-125-127-129-131-133-135-137-139-141-143-145-147-149-151-153-155-157-159-161-163-165-167-169-171-173-175-177-179-181-183-185-187-189-191-193-195-197-199-201-203-205-207-209-211-213-215-217-219-221-223-225-227-229-231-233-235-237-239-241-243-245-247-249-251-253-255-257-259-261-263-265-267-269-271-273-275-277-279-281-283-285-287-289-291-293-295-297-299-301-303-305-307-309-311-313-315-317-319-321-323-325-327-329-331-333-335-337-339-341-343-345-347-349-351-353-355-357-359-361-363-365-367-369-371-373-375-377-379-381-383-385-387-389-391-393-395-397-399-401-403-405-407-409-411-413-415-417-419-421-423-425-427-429-431-433-435-437-439-441-443-445-447-449-451-453-455-457-459-461-463-465-467-469-471-473-475-477-479-481-483-485-487-489-491-493-495-497-499-501-503-505-507-509-511-513-515-517-519-521-523-525-527-529-531-533-535-537-539-541-543-545-547-549-551-553-555-557-559-561-563-565-567-569-571-573-575-577-579-581-583-585-587-589-591-593-595-597-599-601-603-605-607-609-611-613-615-617-619-621-623-625-627-629-631-633-635-637-639-641-643-645-647-649-651-653-655-657-659-661-663-665-667-669-671-673-675-677-679-681-683-685-687-689-691-693-695-697-699-701-703-705-707-709-711-713-715-717-719-721-723-725-727-729-731-733-735-737-739-741-743-745-747-749-751-753-755-757-759-761-763-765-767-769-771-773-775-777-779-781-783-785-787-789-791-793-795-797-799-801-803-805-807-809-811-813-815-817-819-821-823-825-827-829-831-833-835-837-839-841-843-845-847-849-851-853-855-857-859-861-863-865-867-869-871-873-875-877-879-881-883-885-887-889-891-893-895-897-899-901-903-905-907-909-911-913-915-917-919-921-923-925-927-929-931-933-935-937-939-941-943-945-947-949-951-953-955-957-959-961-963-965-967-969-971-973-975-977-979-981-983-985-987-989-991-993-995-997-999-1001-1003-1005-1007-1009-1011-1013-1015-1017-1019-1021-1023-1025-1027-1029-1031-1033-1035-1037-1039-1041-1043-1045-1047-1049-1051-1053-1055-1057-1059-1061-1063-1065-1067-1069-1071-1073-1075-1077-1079-1081-1083-1085-1087-1089-1091-1093-1095-1097-1099-1101-1103-1105-1107-1109-1111-1113-1115-1117-1119-1121-1123-1125-1127-1129-1131-1133-1135-1137-1139-1141-1143-1145-1147-1149-1151-1153-1155-1157-1159-1161-1163-1165-1167-1169-1171-1173-1175-1177-1179-1181-1183-1185-1187-1189-1191-1193-1195-1197-1199-1201-1203-1205-1207-1209-1211-1213-1215-1217-1219-1221-1223-1225-1227-1229-1231-1233-1235-1237-1239-1241-1243-1245-1247-1249-1251-1253-1255-1257-1259-1261-1263-1265-1267-1269-1271-1273-1275-1277-1279-1281-1283-1285-1287-1289-1291-1293-1295-1297-1299-1301-1303-1305-1307-1309-1311-1313-1315-1317-1319-1321-1323-1325-1327-1329-1331-1333-1335-1337-1339-1341-1343-1345-1347-1349-1351-1353-1355-1357-1359-1361-1363-1365-1367-1369-1371-1373-1375-1377-1379-1381-1383-1385-1387-1389-1391-1393-1395-1397-1399-1401-1403-1405-1407-1409-1411-1413-1415-1417-1419-1421-1423-1425-1427-1429-1431-1433-1435-1437-1439-1441-1443-1445-1447-1449-1451-1453-1455-1457-1459-1461-1463-1465-1467-1469-1471-1473-1475-1477-1479-1481-1483-1485-1487-1489-1491-1493-1495-1497-1499-1501-1503-1505-1507-1509-1511-1513-1515-1517-1519-1521-1523-1525-1527-1529-1531-1533-1535-1537-1539-1541-1543-1545-1547-1549-1551-1553-1555-1557-1559-1561-1563-1565-1567-1569-1571-1573-1575-1577-1579-1581-1583-1585-1587-1589-1591-1593-1595-1597-1599-1601-1603-1605-1607-1609-1611-1613-1615-1617-1619-1621-1623-1625-1627-1629-1631-1633-1635-1637-1639-1641-1643-1645-1647-1649-1651-1653-1655-1657-1659-1661-1663-1665-1667-1669-1671-1673-1675-1677-1679-1681-1683-1685-1687-1689-1691-1693-1695-1697-1699-1701-1703-1705-1707-1709-1711-1713-1715-1717-1719-1721-1723-1725-1727-1729-1731-1733-1735-1737-1739-1741-1743-1745-1747-1749-1751-1753-1755-1757-1759-1761-1763-1765-1767-1769-1771-1773-1775-1777-1779-1781-1783-1785-1787-1789-1791-1793-1795-1797-1799-1801-1803-1805-1807-1809-1811-1813-1815-1817-1819-1821-1823-1825-1827-1829-1831-1833-1835-1837-1839-1841-1843-1845-1847-1849-1851-1853-1855-1857-1859-1861-1863-1865-1867-1869-1871-1873-1875-1877-1879-1881-1883-1885-1887-1889-1891-1893-1895-1897-1899-1901-1903-1905-1907-1909-1911-1913-1915-1917-1919-1921-1923-1925-1927-1929-1931-1933-1935-1937-1939-1941-1943-1945-1947-1949-1951-1953-1955-1957-1959-1961-1963-1965-1967-1969-1971-1973-1975-1977-1979-1981-1983-1985-1987-1989-1991-1993-1995-1997-1999-2001-2003-2005-2007-2009-2011-2013-2015-2017-2019-2021-2023-2025-2027-2029-2031-2033-2035-2037-2039-2041-2043-2045-2047-2049-2051-2053-2055-2057-2059-2061-2063-2065-2067-2069-2071-2073-2075-2077-2079-2081-2083-2085-2087-2089-2091-2093-2095-2097-2099-2101-2103-2105-2107-2109-2111-2113-2115-2117-2119-2121-2123-2125-2127-2129-2131-2133-2135-2137-2139-2141-2143-2145-2147-2149-2151-2153-2155-2157-2159-2161-2163-2165-2167-2169-2171-2173-2175-2177-2179-2181-2183-2185-2187-2189-2191-2193-2195-2197-2199-2201-2203-2205-2207-2209-2211-2213-2215-2217-2219-2221-2223-2225-2227-2229-2231-2233-2235-2237-2239-2241-2243-2245-2247-2249-2251-2253-2255-2257-2259-2261-2263-2265-2267-2269-2271-2273-2275-2277-2279-2281-2283-2285-2287-2289-2291-2293-2295-2297-2299-2301-2303-2305-2307-2309-2311-2313-2315-2317-2319-2321-2323-2325-2327-2329-2331-2333-2335-2337-2339-2341-2343-2345-2347-2349-2351-2353-2355-2357-2359-2361-2363-2365-2367-2369-2371-2373-2375-2377-2379-2381-2383-2385-2387-2389-2391-2393-2395-2397-2399-2401-2403-2405-2407-2409-2411-2413-2415-2417-2419-2421-2423-2425-2427-2429-2431-2433-2435-2437-2439-2441-2443-2445-2447-2449-2451-2453-2455-2457-2459-2461-2463-2465-2467-2469-2471-2473-2475-2477-2479-2481-2483-2485-2487-2489-2491-2493-2495-2497-2499-2501-2503-2505-2507-2509-2511-2513-2515-2517-2519-2521-2523-2525-2527-2529-2531-2533-2535-2537-2539-2541-2543-2545-2547-2549-2551-2553-2555-2557-2559-2561-2563-2565-2567-2569-2571-2573-2575-2577-2579-2581-2583-2585-2587-2589-2591-2593-2595-2597-2599-2601-2603-2605-2607-2609-2611-2613-2615-2617-2619-2621-2623-2625-2627-2629-2631-2633-2635-2637-2639-2641-2643-2645-2647-2649-2651-2653-2655-2657-2659-2661-2663-2665-2667-2669-2671-2673-2675-2677-2679-2681-2683-2685-2687-2689-2691-2693-2695-2697-2699-2701-2703-2705-2707-2709-2711-2713-2715-2717-2719-2721-2723-2725-2727-2729-2731-2733-2735-2737-2739-2741-2743-2745-2747-2749-2751-2753-2755-2757-2759-2761-2763-2765-2767-2769-2771-2773-2775-2777-2779-2781-2783-2785-2787-2789-2791-2793-2795-2797-2799-2801-2803-2805-2807-2809-2811-2813-2815-2817-2819-2821-2823-2825-2827-2829-2831-2833-2835-2837-2839-2841-2843-2845-2847-2849-2851-2853-2855-2857-2859-2861-2863-2865-2867-2869-2871-2873-2875-2877-2879-2881-2883-2885-2887-2889-2891-2893-2895-2897-2899-2901-2903-2905-2907-2909-2911-2913-2915-2917-2919-2921-2923-2925-2927-2929-2931-2933-2935-2937-2939-2941-2943-2945-2947-2949-2951-2953-2955-2957-2959-2961-2963-2965-2967-2969-2971-2973-2975-2977-2979-2981-2983-2985-2987-2989-2991-2993-2995-2997-2999-3001-3003-3005-3007-3009-3011-3013-3015-3017-3019-3021-3023-3025-3027-3029-3031-3033-3035-3037-3039-3041-3043-3045-3047-3049-3051-3053-3055-3057-3059-3061-3063-3065-3067-3069-3071-3073-3075-3077-3079-3081-3083-3085-3087-3089-3091-3093-3095-3097-3099-3101-3103-3105-3107-3109-3111-3113-3115-3117-3119-3121-3123-3125-3127-3129-3131-3133-3135-3137-3139-3141-3143-3145-3147-3149-3151-3153-3155-3157-3159-3161-3163-3165-3167-3169-3171-3173-3175-3177-3179-3181-3183-3185-3187-3189-3191-3193-3195-3197-3199-3201-3203-3205-3207-3209-3211-3213-3215-3217-3219-3221-3223-3225-3227-3229-3231-3233-3235-3237-3239-3241-3243-3245-3247-3249-3251-3253-3255-3257-3259-3261-3263-3265-3267-3269-3271-3273-3275-3277-3279-3281-3283-3285-3287-3289-3291-3293-3295-3297-3299-3301-3303-3305-3307-3309-3311-3313-3315-3317-3319-3321-3323-3325-3327-3329-3331-3333-3335-3337-3339-3341-3343-3345-3347-3349-3351-3353-3355-3357-3359-3361-3363-3365-3367-3369-3371-3373-3375-3377-3379-3381-3383-3385-3387-3389-3391-3393-3395-3397-3399-3401-3403-3405-3407-3409-3411-3413-3415-3417-3419-3421-3423-3425-3427-3429-3431-3433-3435-3437-3439-3441-3443-3445-3447-3449-3451-3453-3455-3457-3459-3461-3463-3465-3467-3469-3471-3473-3475-3477-3479-3481-3483-3485-3487-3489-3491-3493-3495-3497-3499-3501-3503-3505-3507-3509-3511-3513-3515-3517-3519-3521-3523-3525-3527-3529-3531-3533-3535-3537-3539-3541-3543-3545-3547-3549-3551-3553-3555-3557-3559-3561-3563-3565-3567-3569-3571-3573-3575-3577-3579-3581-3583-3585-3587-3589-3591-3593-3595-3597-3599-3601-3603-3605-3607-3609-3611-3613-3615-3617-3619-3621-3623-3625-3627-3629-3631-3633-3635-3637-3639-3641-3643-3645-3647-3649-3651-3653-3655-3657-3659-3661-3663-3665-3667-3669-3671-3673-3675-3677-3679-3681-3683-3685-3687-3689-3691-3693-3695-3697-3699-3701-3703-3705-3707-3709-3711-3713-3715-3717-3719-3721-3723-3725-3727-3729-3731-3733-3735-3737-3739-3741-3743-3745-3747-3749-3751-3753-3755-3757-3759-3761-3763-3765-3767-3769-3771-3773-3775-3777-3779-3781-3783-3785-3787-3789-3791-3793-3795-3797-3799-3801-3803-3805-3807-3809-3811-3813-3815-3817-3819-3821-3823-3825-3827-3829-3831-3833-3835-3837-3839-3841-3843-3845-3847-3849-3851-3853-3855-3857-3859-3861-3863-3865-3867-3869-3871-3873-3875-3877-3879-3881-3883-3885-3887-3889-3891-3893-3895-3897-3899-3901-3903-3905-3907-3909-3911-3913-3915-3917-3919-3921-3923-3925-3927-3929-3931-3933-3935-3937-3939-3941-3943-3945-3947-3949-3951-3953-3955-3957-3959-3961-3963-3965-3967-3969-3971-3973-3975-3977-3979-3981-3983-3985-3987-3989-3991-3993-3995-3997-3999-4001-4003-4005-4007-4009-4011-4013-4015-4017-4019-4021-4023-4025-4027-4029-4031-4033-4035-4037-4039-4041-4043-4045-4047-4049-4051-4053-4055-4057-4059-4061-4063-4065-4067-4069-4071-4073-4075-4077-4079-4081-4083-4085-4087-4089-4091-4093-4095-4097-4099-4101-4103-4105-4107-4109-4111-4113-4115-4117-4119-4121-4123-4125-4127-4129-4131-4133-4135-4137-4139-4141-4143-4145-4147-4149-4151-4153-4155-4157-4159-4161-4163-4165-4167-4169-4171-4173-4175-4177-4179-4181-4183-4185-4187-4189-4191-4193-4195-4197-4199-4201-4203-4205-4207-4209-4211-4213-4215-4217-4219-4221-4223-4225-4227-4229-4231-4233-4235-4237-4239-4241-4243-4245-4247-4249-4251-4253-4255-4257-4259-4261-4263-4265-4267-4269-4271-4273-4275-4277-4279-4281-4283-4285-4287-4289-4291-4293-4295-4297-4299-4301-4303-4305-4307-4309-4311-4313-4315-4317-4319-4321-4323-4325-4327-4329-4331-4333-4335-4337-4339-4341-4343-4345-4347-4349-4351-4353-4355-4357-4359-4361-4363-4365-4367-4369-4371-4373-4375-4377-4379-4381-4383-4385-4387-4389-4391-4393-4395-4397-4399-4401-4403-4405-4407-4409-4411-4413-4415-4417-4419-4421-4423-4425-4427-4429-4431-4433-4435-4437-4439-4441-4443-4445-4447-4449-4451-4453-4455-4457-4459-4461-4463-4465-4467-4469-4471-4473-4475-4477-4479-4481-4483-4485-4487-4489-4491-4493-4495-4497-4499-4501-4503-4505-4507-4509-4511-4513-4515-4517-4519-4521-4523-4525-4527-4529-4531-4533-4535-4537-4539-4541-4543-4545-4547-4549-4551-4553-4555-4557-4559-4561-4563-4565-4567-4569-4571-4573-4575-4577-4579-4581-4583-4585-4587-4589-4591-4593-4595-4597-4599-4601-4603-4605-4607-4609-4611-4613-4615-4617-4619-4621-4623-4625-4627-4629-4631-4633-4635-4637-4639-4641-4643-4645-4647-4649-4651-4653-4655-4657-4659-4661-4663-4665-4667-4669-4671-4673-4675-4677-4679-4681-4683-4685-4687-4689-4691-4693-4695-4697-4699-4701-4703-4705-4707-4709-4711-4713-4715-4717-4719-4721-4723-4725-4727-4729-4731-4733-4735-4737-4739-4741-4743-4745-4747-4749-4751-4753-4755-4757-4759-4761-4763-4765-4767-4769-4771-4773-4775-4777-4779-4781-4783-4785-4787-4789-4791-4793-4795-4797-4799-4801-4803-4805-4807-4809-4811-4813-4815-4817-4819-4821-4823-4825-4827-4829-4831-4833-4835-4837-4839-4841-4843-4845-4847-4849-4851-4853-4855-4857-4859-4861-4863-4865-4867-4869-4871-4873-4875-4877-4879-4881-4883-4885-4887-4889-4891-4893-4895-4897-4899-4901-4903-4905-4907-4909-4911-4913-4915-4917-4919-4921-4923-4925-4927-4929-4931-4933-4935-4937-4939-4941-4943-4945-4947-4949-4951-4953-4955-4957-4959-4961-4963-4965-4967-4969-4971-4973-4975-4977-4979-4981-4983-4985-4987-4989-4991-4993-4995-4997-4999-5001-5003-5005-5007-5009-5011-5013-5015-5017-5019-5021-5023-5025-5027-5029-5031-5033-5035-5037-5039-5041-5043-5045-5047-5049-5051-5053-5055-5057-5059-5061-5063-5065-5067-5069-5071-5073-5075-5077-5079-5081-5083-5085-5087-5089-5091-5093-5095-5097-5099-5101-5103-5105-5107-5109-5111-5113-5115-5117-5119-5121-5123-5125-5127-5129-5131-5133-5135-5137-5139-5141-5143-5145-5147-5149-5151-5153-5155-5157-5159-5161-5163-5165-5167-5169-5171-5173-5175-5177-5179-5181-5183-5185-5187-5189-5191-5193-5195-5197-5199-5201-5203-5205-5207-5209-5211-5213-5215-5217-5219-5221-5223-522

633  
THIRD  
AVENUE

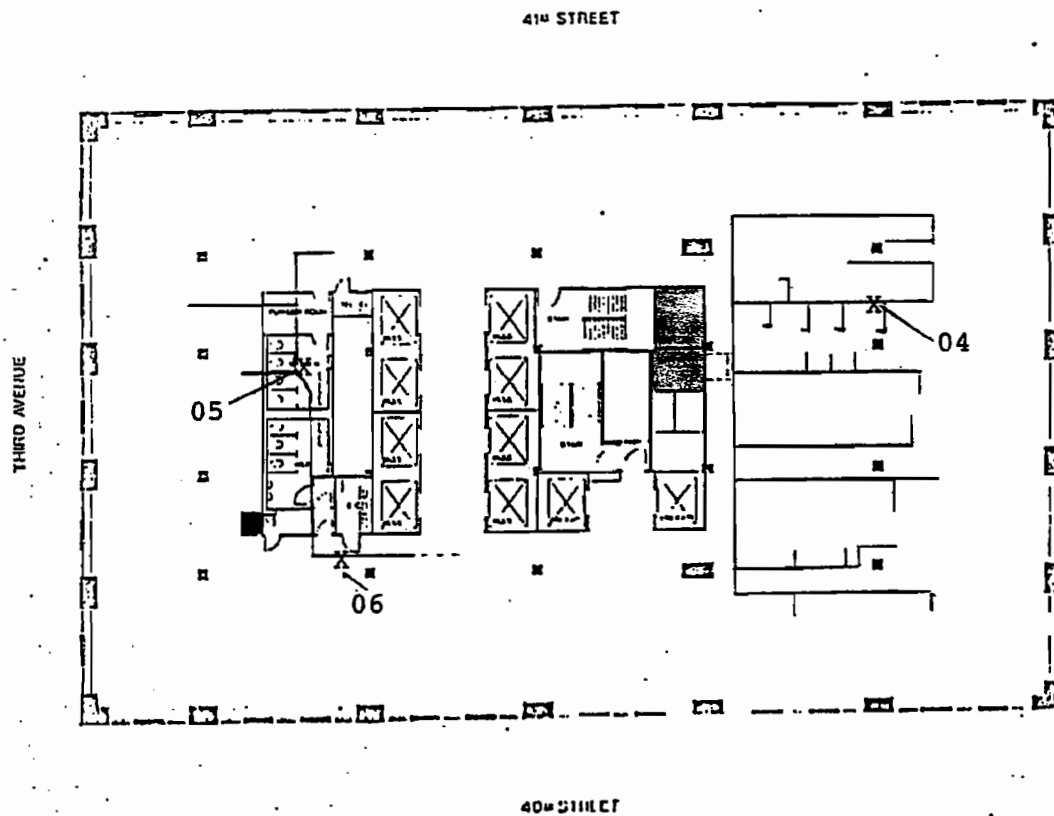
*Typical High Rise Floor*



ANDHURST ASSOCIATES, LTD.

633  
THIRD  
AVENUE

*Typical High Rise Floor*

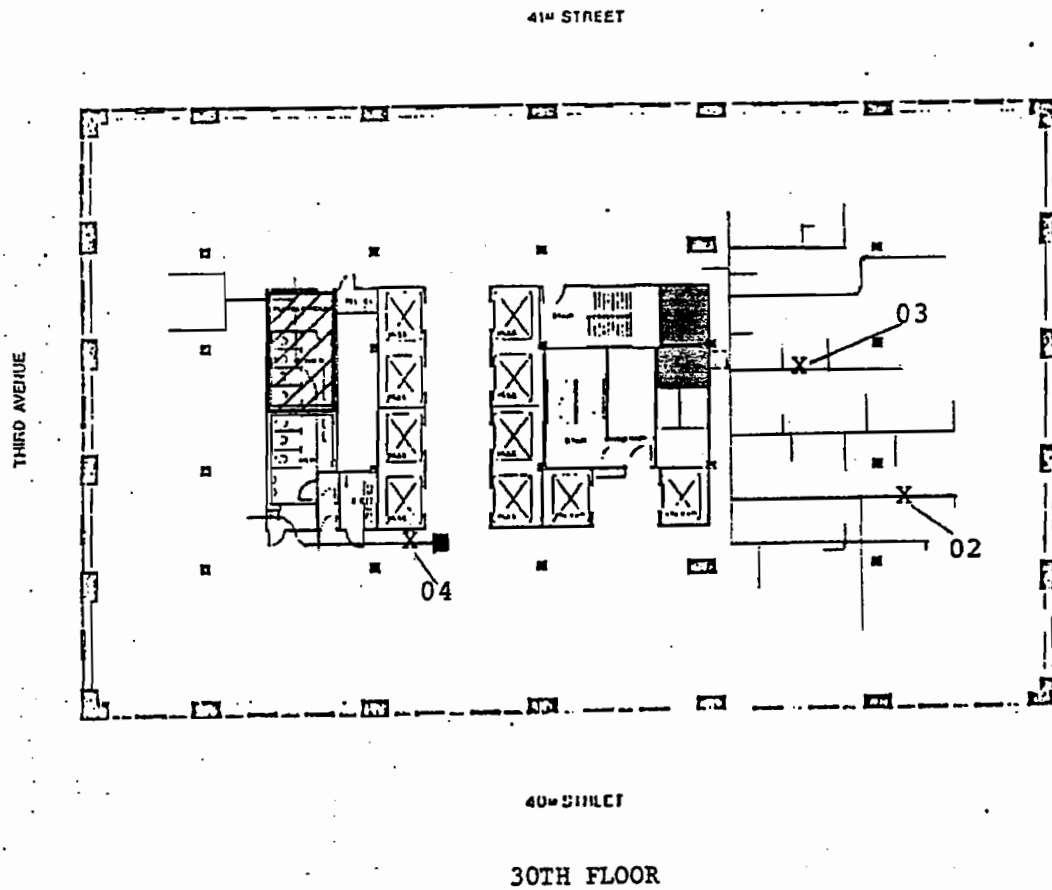


29TH FLOOR

*SANDHURST ASSOCIATES, LTD.*

633  
THIRD  
AVENUE

*Typical High Rise Floor*

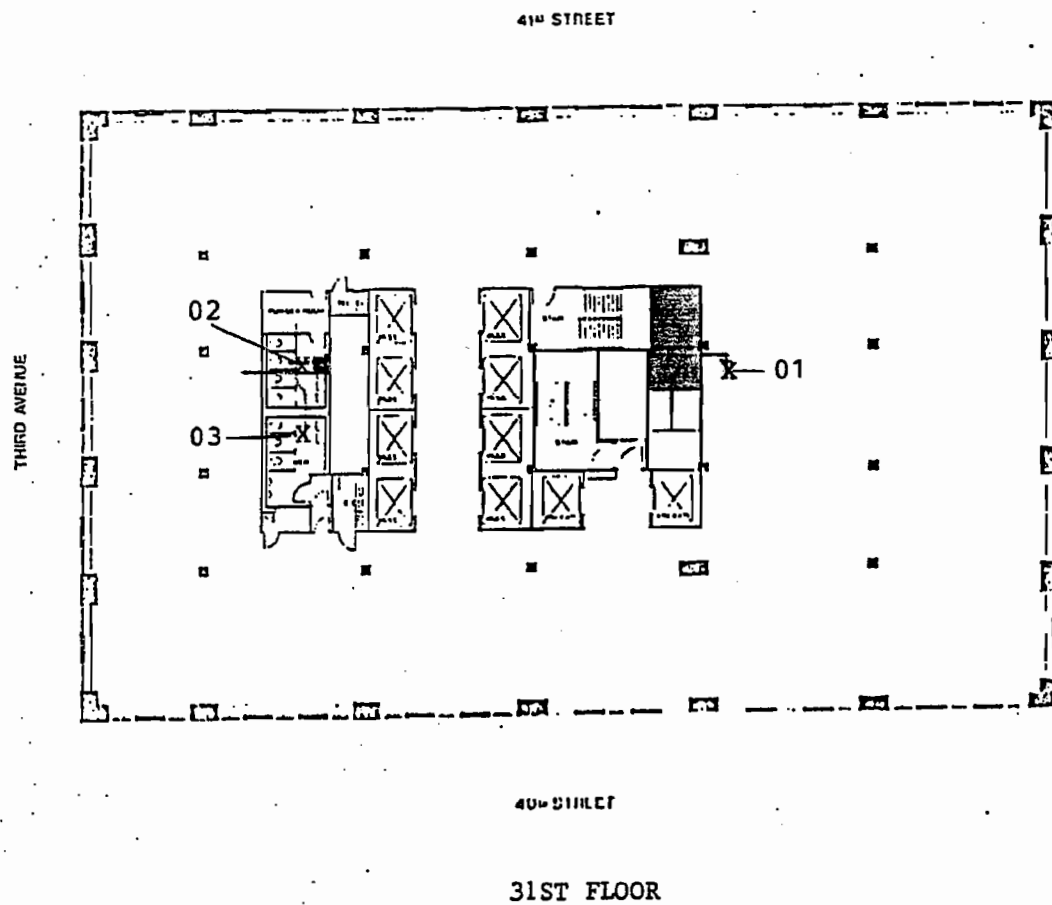


SANDHURST ASSOCIATES, LTD.



633  
THIRD  
AVENUE

*Typical High Rise Floor*



SANDHURST ASSOCIATES, LTD.





**APPENDIX F**  
**COMMON AREAS (SUB-CELLAR, CONCOURSE,**  
**GROUND FLOOR, MERs, SHAFTS, ETC.)**



## 633 3rd AVENUE





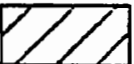
### Common Areas (Sub-cellar, Concourse, First Floor, MERs, Shafts, etc.)

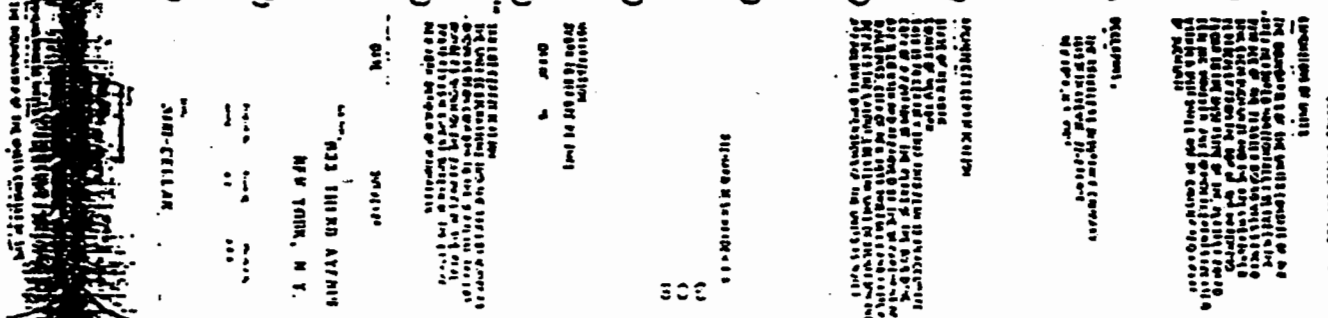
The approximate quantities of insulated ductwork with asbestos-containing seam materials are as follows:

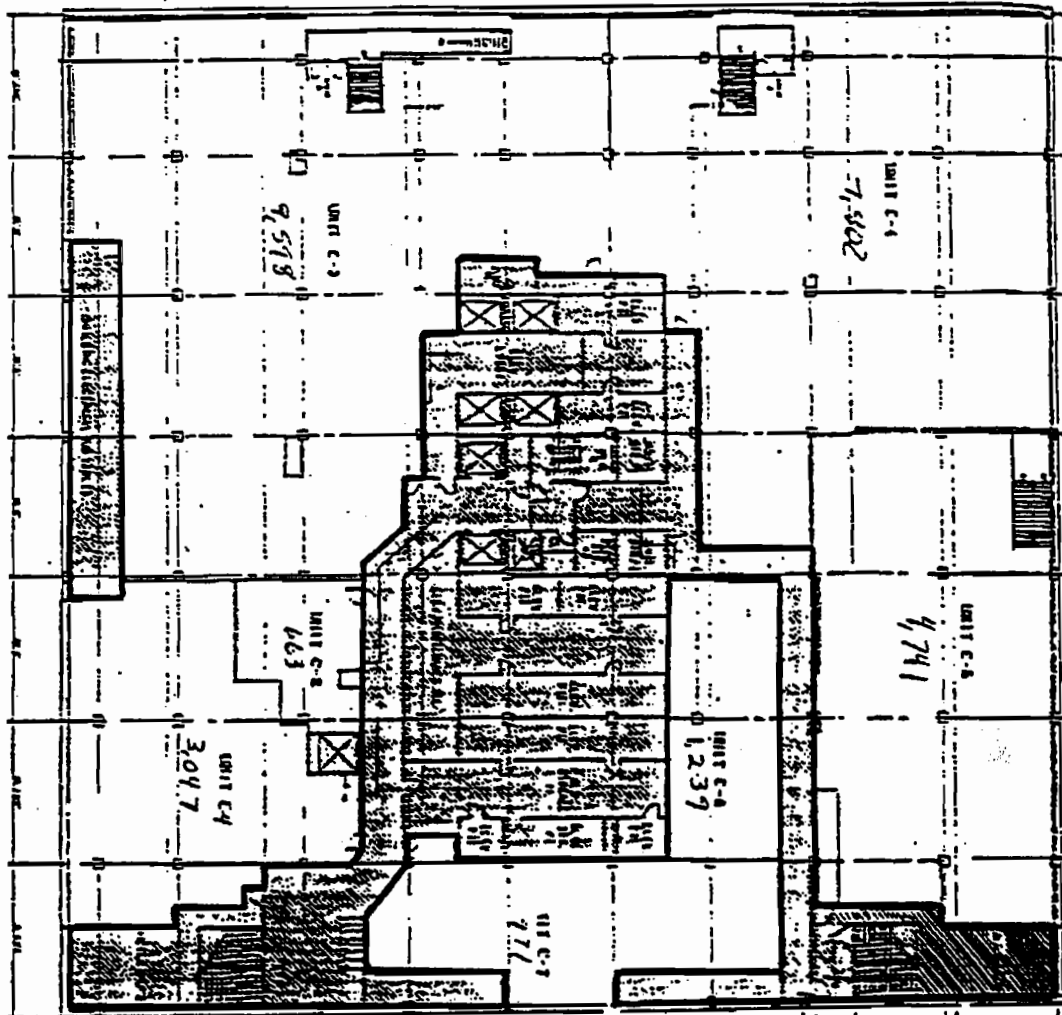
|   |                |
|---|----------------|
| Sub-cellar  | 2510 sq. ft.   |
| Concourse   | 445 sq. ft.    |
| 1st Floor   | 3520 sq. ft.   |
| (An additional 2000 sq. ft. may exist above the inaccessible north lobby ceiling, based upon observations in the south lobby) |                |
| 11th Floor MER  | 9590 sq. ft.   |
| 40th Floor MER  | 7805 sq. ft.   |
| 41st Floor MER  | 32,110 sq. ft. |
| Shafts  | N/A            |
| TOTAL   | 55,980 sq. ft. |

NOTE: THE ATTACHED DIAGRAMS (FLOOR PLANS) ARE NOT TO SCALE AND THE AREAS OF ACM SHOWN AREA MERELY REPRESENTATIONS OF THE GENERAL VICINITY WHERE ACM WAS OBSERVED. COMPLETE INTERIOR DEMOLITION WILL BE REQUIRED TO POSITIVELY LOCATE ALL OCCURRENCES OF ACM.

### KEY TO DRAWINGS

|   |   |
|---|---|
| Fiberglass Insulated Ductwork<br>with Cementitious Seams .....          |  |
| Ductwork which is uninsulated<br>or insulated with new fiberglass ..... |  |
| Other ACM associated with<br>observed ductwork .....                    |  |
| Interior Vertical Shafts .....  |  |
| Inaccessible Areas .....  |  |
| Bulk Sample Locations .....   | X   |



[illegible]

**SECRET**

[illegible][illegible]

For a complete listing of all the products and services we offer, please contact us at 1-800-368-3683 or visit our website at [www.3m.com](http://www.3m.com).

1899  
1900

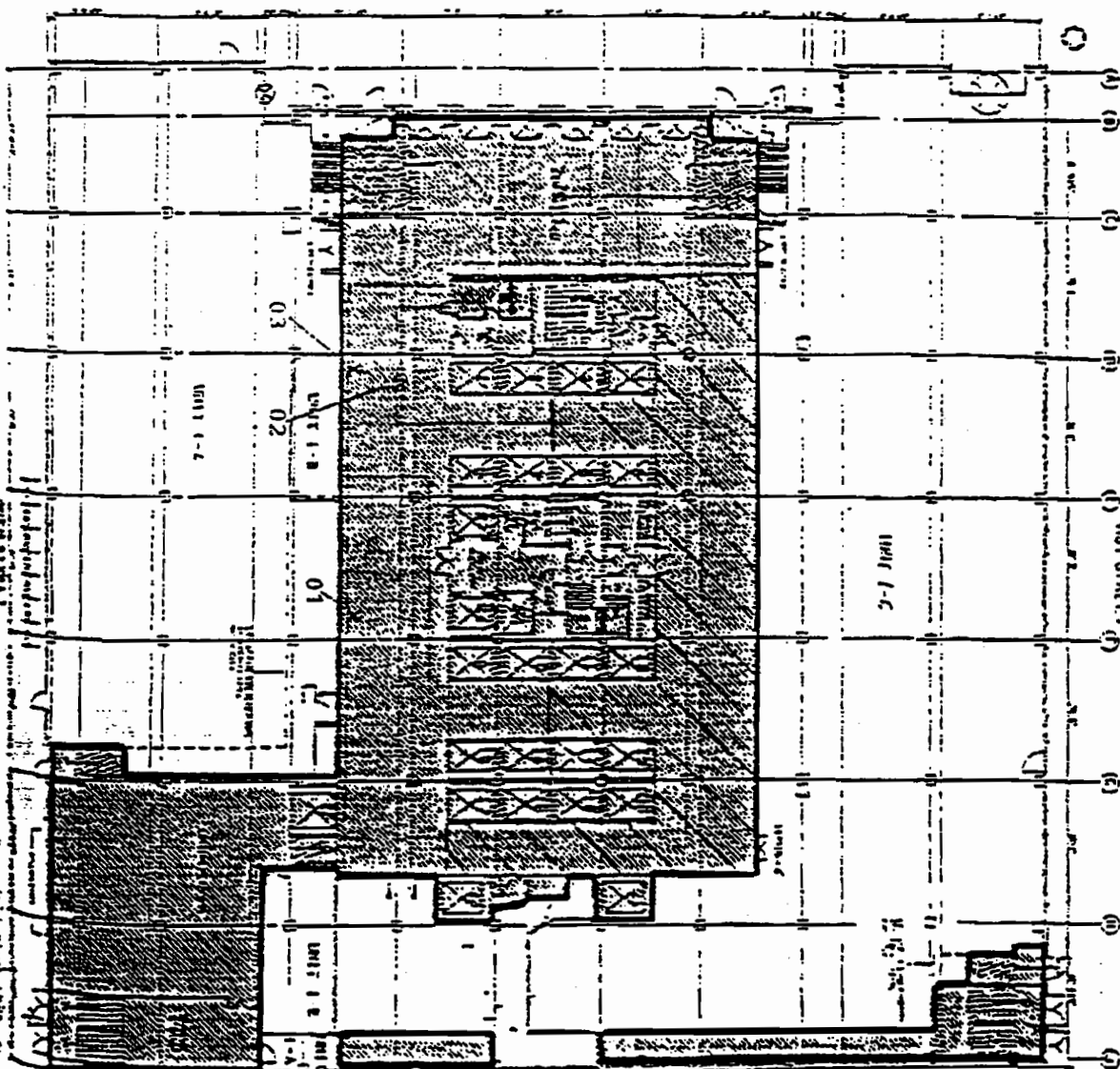
40-5000  
633 THIRD AVENUE  
NEW YORK, N.Y.

**CONTINUE**

[illegible]

Shades of grey  
= common

252 AVENUE



**Journal of Management Inquiry**

1. The first step in the process of the investigation is the identification of the problem. This is done by the investigator who is responsible for the investigation. The investigator must identify the problem and the scope of the investigation.

[illegible]

**исполнительный директор**

[illegible]

**ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED**

—

601416173  
601416173 OF 1416

3

**Abstract**

100

0571 0111710 457710

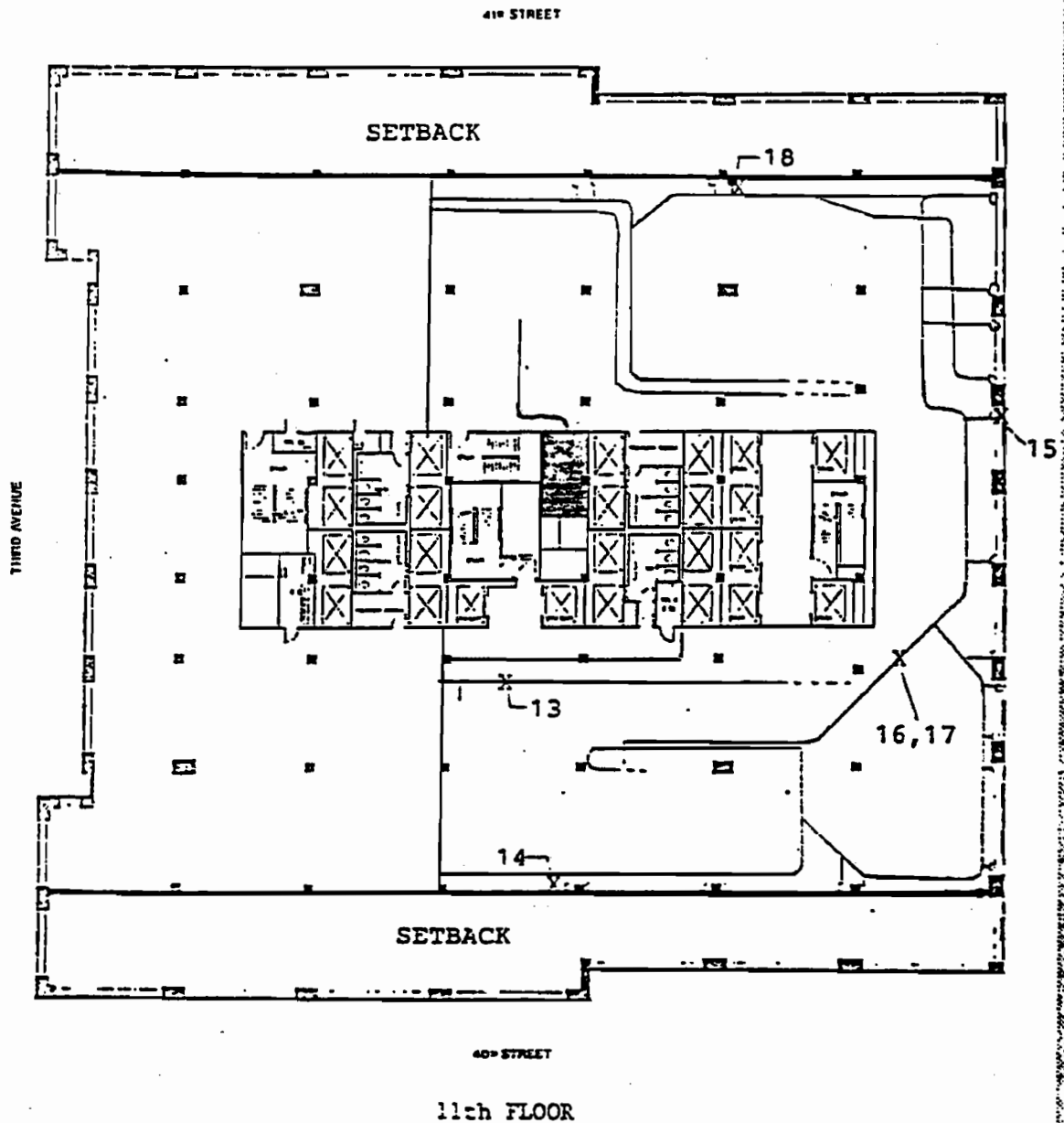
PLATE 105. II. 7

100 100 100

**0.98 15.11**

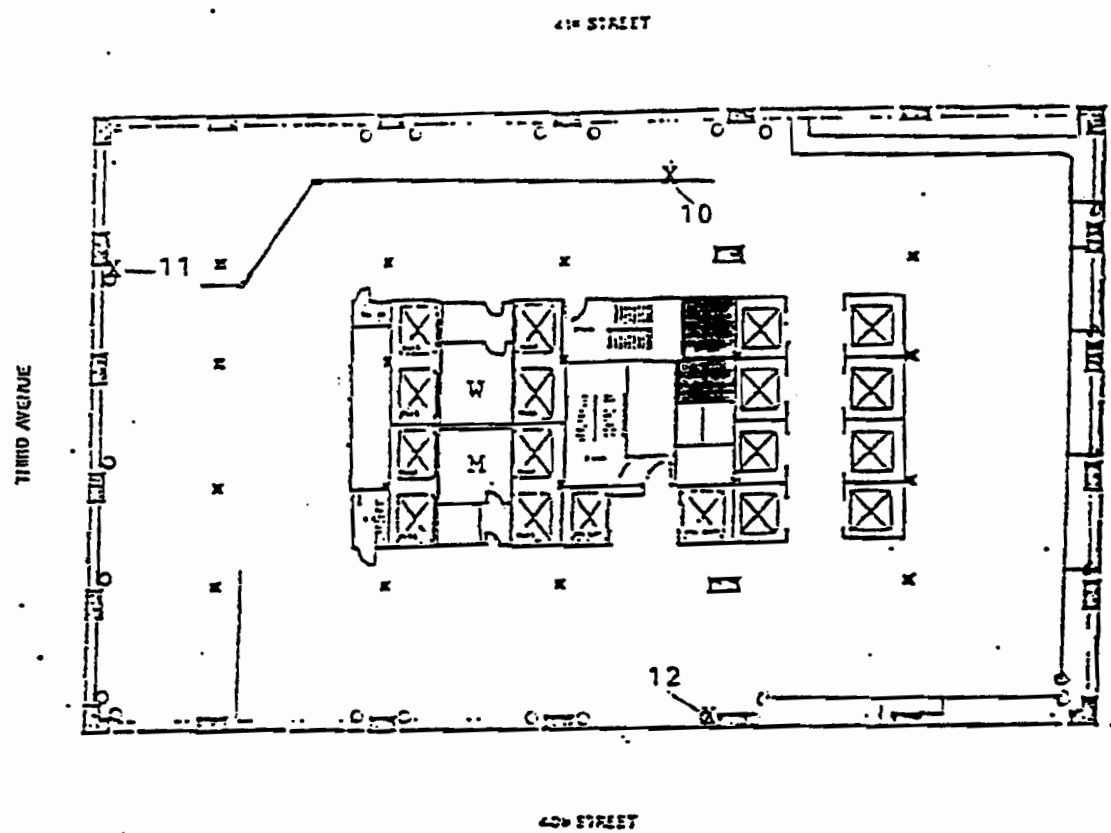
033  
THIRD  
AVENUE

*Typical Low Rise Floor*



*SANDHURST ASSOCIATES, LTD.*

Typical High Rise Floor





SANDHURST ASSOCIATES LTD



**APPENDIX G**  
**LABORATORY ANALYSIS (PLM)**



**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

**CLIENT:** Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

**SAMPLE DATE:** October 4, 1995

**COLLECTED BY:** P. Heiserman

**PROJECT:** 633 Third Avenue

**PROJECT NUMBER:** P95-K607-01

**ANALYSIS DATE:** October 6, 1995

**ANALYST:** J. Boler

**REVIEWER:** Ann M. Rothman

=====

| SAMPLE NUMBER | LAB ID # | SAMPLE LOCATION/DESCRIPTION | SAMPLE APPEARANCE | ASBESTOS PRESENT | SAMPLE CONSTITUENTS |
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|

|                |          |  |                      |            |   |
|----------------|----------|--|----------------------|------------|---|
| 633-31-10/4-01 | 62-13757 | 31st floor, approximately 58' W &<br>42' S of NE corner of floor<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray/silver, brittle | YES - 12 % | 12 % CHRYSOTILE<br>15 % Organics<br>6.8 % ASI<br>66 % All |
|----------------|----------|--|----------------------|------------|---|

|                |          |  |                      |             |   |
|----------------|----------|--|----------------------|-------------|---|
| 633-31-10/4-02 | 62-13758 | 31st floor, ladies' restroom at core<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray/silver, brittle | YES - 2.9 % | 2.9 % CHRYSOTILE<br>19 % Organics<br>23 % ASI<br>55 % All |
|----------------|----------|--|----------------------|-------------|---|

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.

Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 199.1, revised 06-01-95

NVLAP #101820

ELAP #10952

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 4, 1995

COLLECTED BY: P. Heiserman

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-01

ANALYSIS DATE: October 6, 1995

ANALYST: J. Boler

REVIEWER: Ann M. Rushkoff

| SAMPLE NUMBER  | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE    | ASBESTOS               | SAMPLE CONSTITUENTS  |
|----------------|----------|--|----------------------|------------------------|--|
| 633-31-10/4-03 | 62-13759 | 31st floor, men's restroom at core<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL                               | Gray/silver, brittle | YES - 3.4 %<br>PRESENT | 3.4 % CHRYSOTILE<br>25 % Organics<br>8.2 % ASI<br>63 % All |
| 633-29-10/4-04 | 62-13760 | 29th floor, approximately 30' W &<br>32' S of NE corner of floor<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray/silver, brittle | YES - 3.3 %            | 3.3 % CHRYSOTILE<br>19 % Organics<br>14 % ASI<br>64 % All  |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX, NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 4, 1995

COLLECTED BY: P. Heiserman

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-01

ANALYSIS DATE: October 6, 1995

ANALYST: J. Bolter

REVIEWER: Chris P. Sullivan

| SAMPLE NUMBER  | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE    | ASBESTOS PRESENT | SAMPLE CONSTITUENTS  |
|----------------|----------|--|----------------------|------------------|--|
| 633-29-10/4-05 | 62-13761 | 29th floor, women's restroom at core<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL                             | Gray/silver, brittle | YES - 2.0 %      | 2.0 % CHRYSOTILE<br>19 % Organics<br>15 % ASI<br>64 % All  |
| 633-29-10/4-06 | 62-13762 | 29th floor, approximately 38' E &<br>24' N of SW corner of floor<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray/silver, brittle | YES - 7.8 %      | 7.8 % CHRYSOTILE<br>15 % Organics<br>6.6 % ASI<br>71 % All |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 5, 1995

COLLECTED BY: B. Sullivan

PROJECT NUMBER: P95-K607-02

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 9, 1995

ANALYST: T. Bard

REVIEWER: Anna M. Butler

| SAMPLE NUMBER               | LAB ID # | SAMPLE LOCATION/DESCRIPTION   | SAMPLE APPEARANCE  | ASBESTOS PRESENT | SAMPLE CONSTITUENTS   |
|-----------------------------|----------|---|--------------------|------------------|---|
| 633-04-10/5-01<br>(LAYER 1) | 62-13876 | 4th floor, from NE corner, S 47',<br>W 2', 9' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious | YES - 7.5 %      | 7.5 % CHRYSOTILE<br>2.5 % Glass fibers<br>90 % Silicates/carbonates |
| 633-04-10/5-01<br>(LAYER 2) | 62-13876 | 4th floor, from NE corner, S 47',<br>W 2', 9' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Metal foil         | ND               | 100 % Metal   |

COMMENTS: ND = No Asbestos Detected.  
Analytical Methods - Polarized Light Microscopy (PLM) as per

U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952



# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 5, 1995

COLLECTED BY: B. Suffern

PROJECT NUMBER: P95-K607-02

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 9, 1995

ANALYST: T. Bard

REVIEWER: Ann M. Rutherford

=====

| SAMPLE NUMBER               | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE  | ASBESTOS PRESENT | SAMPLE CONSTITUENTS   |
|-----------------------------|----------|--|--------------------|------------------|---|
| 633-04-10/5-02<br>(LAYER 1) | 62-13877 | 4th floor, from N women's restroom,<br>N 8', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious | YES - 5.0 %      | 5.0 % CHRYSOTILE<br>2.5 % Glass fibers<br>93 % Silicates/carbonates |
| 633-04-10/5-02<br>(LAYER 2) | 62-13077 | 4th floor, from N women's restroom,<br>N 8', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Metal foil         | ND               | 100 % Metal   |

COMMENTS: ND = No Asbestos Detected.

Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

Polarized light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Qualitative transmission electron microscopy

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 5, 1995

COLLECTED BY: B. Suffern

PROJECT NUMBER: P95-K607-02

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 9, 1995

ANALYST: T. Bard *Tina Ward*

REVIEWER: *Ann M. Suffern*

| SAMPLE NUMBER               | LAB ID # | SAMPLE LOCATION/DESCRIPTION   | SAMPLE APPEARANCE  | ASBESTOS PRESENT | SAMPLE CONSTITUENTS                           |
|-----------------------------|----------|---|--------------------|------------------|---|
| 633-04-10/5-03<br>(LAYER 1) | 62-13878 | 4th floor, from S men's restroom,<br>S 8', W 7', 9' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious | YES - 8.3 %      | 8.3 % CHRYSOTILE<br>92 % Silicates/carbonates |
| 633-04-10/5-03<br>(LAYER 2) | 62-13878 | 4th floor, from S men's restroom,<br>S 8', W 7', 9' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Metal foil         | ND               | 100 % Metal                                   |

COMMENTS: ND = No Asbestos Detected.  
Analytical Methods - Polarized Light Microscopy (PLM) as per

U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX\_NYS-DOH ELAP Method 198.1, revised 06-01-95

NVLAP #101820

ELAP #10952

Polarized light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non friable mineral-based materials. Quantitative transmission electron microscopy

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 5, 1995

COLLECTED BY: B. Sullivan

PROJECT NUMBER: P95-K607-02

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 9, 1995

ANALYST: T. Bard

REVIEWER: Christopher Flanigan

=====

| SAMPLE NUMBER               | LAB ID # | SAMPLE LOCATION/DESCRIPTION   | SAMPLE APPEARANCE  | ASBESTOS PRESENT | SAMPLE CONSTITUENTS                           |
|-----------------------------|----------|---|--------------------|------------------|---|
| 633-03-10/5-04<br>(LAYER 1) | 62-13879 | 3rd floor, from SW corner, E 54',<br>N 30', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious | YES - 6.5 %      | 6.5 % CHRYSOTILE<br>94 % Silicates/carbonates |
| 633-03-10/5-04<br>(LAYER 2) | 62-13879 | 3rd floor, from SW corner, E 54',<br>N 30', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Metal foil         | ND               | 100 % Metal                                   |

COMMENTS: ND = No Asbestos Detected.  
Analytical Methods - Polarized Light Microscopy (PLM) as per

U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101620

ELAP #10952

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 5, 1995

COLLECTED BY: B. Sullivan

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-02

ANALYSIS DATE: October 9, 1995

ANALYST: T. Bard

REVIEWER: Amir D. Kader

| SAMPLE NUMBER               | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE  | ASBESTOS PRESENT | SAMPLE CONSTITUENTS                           |
|-----------------------------|----------|--|--------------------|------------------|---|
| 633-03-10/5-05<br>(LAYER 1) | 62-13880 | 3rd floor, from SE corner, N 7'1",<br>W 24', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious | YES - 5.6 %      | 5.6 % CHRYSOTILE<br>94 % Silicates/carbonates |
| 633-03-10/5-05<br>(LAYER 2) | 62-13880 | 3rd floor, from SE corner, N 7'1",<br>W 24', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Metal foil         | ND               | 100 % Metal                                   |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101020

ELAP #10952

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 5, 1995

COLLECTED BY: B. Suffern

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-02

ANALYSIS DATE: October 9, 1995

ANALYST: T. Bard

REVIEWER: Am m. Suffern

| SAMPLE NUMBER               | LAB ID # | SAMPLE LOCATION/DESCRIPTION   | SAMPLE APPEARANCE  | ASBESTOS PRESENT | SAMPLE CONSTITUENTS   |
|-----------------------------|----------|---|--------------------|------------------|---|
| 633-03-10/5-06<br>(LAYER 1) | 62-13881 | 3rd floor, from NE corner, W 85',<br>S 23', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious | YES - 5.7 %      | 5.7 % CHRYSOTILE<br>2.9 % Glass fibers<br>91 % Silicates/carbonates |
| 633-03-10/5-06<br>(LAYER 2) | 62-13881 | 3rd floor, from NE corner, W 85',<br>S 23', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Metal foil         | ND               | 100 % Metal   |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.

Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 6, 1995  
COLLECTED BY: B. Suffern

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-03

ANALYSIS DATE: October 11, 1995

ANALYST: K. Parrell

REVIEWER: *[Signature]*

| SAMPLE NUMBER   | LAB ID # | SAMPLE LOCATION/DESCRIPTION   | SAMPLE APPEARANCE | ASBESTOS               | SAMPLE CONSTITUENTS                                       |
|-----------------|----------|---|-------------------|------------------------|---|
| 633-04-10/06-07 | 62-13926 | 4th floor, from SW corner, E 80',<br>N 71', 10' AFF<br>DUCT JOINT SEALANT RED | Red, pliable      | YES - 3.1 %<br>PRESENT | 3.1 % CHRYSOTILE<br>65 % Organics<br>20 % ASI<br>12 % All |
| 633-03-10/06-08 | 62-13927 | 3rd floor, from SW corner, E 83',<br>N 71', 10' AFF<br>DUCT JOINT SEALANT RED | Red, pliable      | YES - 3.1 %            | 3.1 % CHRYSOTILE<br>65 % Organics<br>19 % ASI<br>13 % All |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101020

ELAP #10952

Polarized light microscopy is not considered reliable in detecting asbestos in these materials as determined by the NYS-DOH ELAP Method 198.1, revised 06-01-95.

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

**CLIENT:** Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

**SAMPLE DATE:** October 6, 1995

**COLLECTED BY:** B. Sullivan

**PROJECT:** 633 Third Avenue

**PROJECT NUMBER:** P95-K607-03

**ANALYSIS DATE:** October 11, 1995

**ANALYST:** K. Parrell

**REVIEWER:** Amelia R. Sullivan

=====

| SAMPLE NUMBER | LAB ID # | SAMPLE LOCATION/DESCRIPTION | SAMPLE APPEARANCE | ASBESTOS PRESENT | SAMPLE CONSTITUENTS |
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|

|                 |          |   |                                    |             |   |
|-----------------|----------|---|------------------------------------|-------------|---|
| 633-02-10/06-09 | 62-13928 | 2nd floor, from SE corner, W 78',<br>N 76', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, brittle with foil<br>backing | YES - 5.6 % | 5.6 % CHRYSOTILE<br><br>20 % Organics<br>23 % ASI<br>51 % All |
|-----------------|----------|---|------------------------------------|-------------|---|

|                 |          |   |                                    |             |   |
|-----------------|----------|---|------------------------------------|-------------|---|
| 633-02-10/06-10 | 62-13929 | 2nd floor, from NE corner, S 63',<br>W 26', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, brittle with foil<br>backing | YES - 6.8 % | 6.8 % CHRYSOTILE<br><br>19 % Organics<br>13 % ASI<br>58 % All |
|-----------------|----------|---|------------------------------------|-------------|---|

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 6, 1995

COLLECTED BY: B. Sullern

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-03

ANALYSIS DATE: October 11, 1995

ANALYST: K. Parrell

REVIEWER: *[Signature]*

| SAMPLE NUMBER   | LAB ID # | SAMPLE LOCATION/DESCRIPTION   | SAMPLE APPEARANCE                  | ASBESTOS PRESENT | SAMPLE CONSTITUENTS  |
|-----------------|----------|---|------------------------------------|------------------|--|
| 633-02-10/06-11 | 62-13930 | 2nd floor, from SW corner, E 59',<br>N 71', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, brittle with foil<br>backing | YES - 7.4 %      | 7.4 % CHRYSOTILE<br>18 % Organics<br>8.1 % ASI<br>67 % All |
| 633-02-10/06-12 | 62-13931 | 2nd floor, from SW corner, E 83',<br>N 53', 10' AFF<br>CEMENTITIOUS DUCT JOINT<br>SEALANT | Red, pliable                       | YES - 3.9 %      | 3.9 % CHRYSOTILE<br>57 % Organics<br>24 % ASI<br>15 % All  |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.



**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 7, 1995

COLLECTED BY: P. Heiserman

PROJECT NUMBER: P95-K607-04

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 13, 1995

ANALYST: K. Parrell

REVIEWER: *[Signature]*

| SAMPLE NUMBER | LAB ID # | SAMPLE LOCATION/DESCRIPTION | SAMPLE APPEARANCE | ASBESTOS PRESENT | SAMPLE CONSTITUENTS |
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|

|               |          |   |  |            |   |
|---------------|----------|---|--|------------|---|
| 633-8-10/7-01 | 62-13988 | 8th floor, approximately 58' W &<br>46' N of SE corner of floor<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious,<br>fibrous, brittle with foil<br>backing | YES - 16 % | 16 % CHRYSOTILE<br>15 % Organics<br>6.8 % ASI<br>63 % All |
|---------------|----------|---|--|------------|---|

|               |          |   |  |             |   |
|---------------|----------|---|--|-------------|---|
| 633-8-10/7-02 | 62-13989 | 8th floor, approximately 63' W &<br>45' S of NE corner of floor<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious,<br>fibrous, brittle with foil<br>backing | YES - 6.8 % | 6.8 % CHRYSOTILE<br>19 % Organics<br>13 % ASI<br>58 % All |
|---------------|----------|---|--|-------------|---|

|               |          |   |  |            |  |
|---------------|----------|---|--|------------|--|
| 633-8-10/7-03 | 62-13990 | 8th floor, approximately 38' E &<br>76' N of SW corner of floor<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious,<br>fibrous, brittle with foil<br>backing | YES - 14 % | 14 % CHRYSOTILE<br>3.4 % Glass fibers<br>18 % Organics<br>14 % ASI<br>51 % All |
|---------------|----------|---|--|------------|--|

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95

NVLAP #101820

ELAP #10952

# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 7, 1995

COLLECTED BY: P. Heiserman

PROJECT NUMBER: P95-K607-04

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 13, 1995

ANALYST: K. Parrell

REVIEWER: *Am. M. B. Heiserman*

| SAMPLE NUMBER | LAB ID # | SAMPLE LOCATION/DESCRIPTION | SAMPLE APPEARANCE | ASBESTOS PRESENT | SAMPLE CONSTITUENTS |
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|

|               |          |   |  |            |   |
|---------------|----------|---|--|------------|---|
| 633-7-10/7-04 | 62-13991 | 7th floor, approximately 32' W & 60' N of SE corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious, fibrous, brittle with foil backing | YES - 16 % | 16 % CHRYSOTILE<br>14 % Organics<br>7.9 % ASI<br>62 % All |
|---------------|----------|---|--|------------|---|

|               |          |   |  |            |   |
|---------------|----------|---|--|------------|---|
| 633-7-10/7-05 | 62-13992 | 7th floor, approximately 60' E & 65' S of NW corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious, fibrous, brittle with foil backing | YES - 15 % | 15 % CHRYSOTILE<br>16 % Organics<br>9.7 % ASI<br>59 % All |
|---------------|----------|---|--|------------|---|

|               |          |   |  |            |   |
|---------------|----------|---|--|------------|---|
| 633-7-10/7-06 | 62-13993 | 7th floor, approximately 58' E & 54' N of SW corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious, fibrous, brittle with foil backing | YES - 16 % | 16 % CHRYSOTILE<br>15 % Organics<br>2.3 % ASI<br>67 % All |
|---------------|----------|---|--|------------|---|

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 9, 1995

COLLECTED BY: P. Heiserman

PROJECT NUMBER: P95-K607-04

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 12, 1995

ANALYST: K. Parrell

REVIEWER: Ann M. Buttle

| SAMPLE NUMBER  | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE                        | ASBESTOS PRESENT | SAMPLE CONSTITUENTS   |
|----------------|----------|--|--|------------------|---|
| 633-28-10/9-01 | 62-13997 | 28th floor, approximately 36' N & 19' W of SE corner of floor<br>DUCT MASTIC MATERIAL            | Reddish-brown, flaky                     | YES - 4.8 %      | 4.8 % CHRYSOTILE<br><br>66 % Organics<br>10 % ASI<br>19 % All |
| 633-28-10/9-02 | 62-13998 | 28th floor, approximately 35' N & 43' W of SE corner of floor<br>DUCT MASTIC MATERIAL            | Gray, pliable                            | ND               | 60 % Organics<br>21 % ASI<br>19 % All                         |
| 633-28-10/9-03 | 62-13999 | 28th floor, approximately 40' S & 60' W of NE corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, brittle, fibrous with foil backing | YES - 14 %       | 14 % CHRYSOTILE<br><br>18 % Organics<br>13 % ASI<br>55 % All  |

COMMENTS: ND = No Asbestos Detected. ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative transmission electron microscopy

# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 9, 1995

COLLECTED BY: P. Heiserman

PROJECT NUMBER: P95-K607-04

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 12, 1995

ANALYST: K. Parrell *K. Parrell* REVIEWER: *James M. Bickel*

| SAMPLE NUMBER  | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE                        | ASBESTOS PRESENT | SAMPLE CONSTITUENTS                                       |
|----------------|----------|--|--|------------------|---|
| 633-28-10/9-04 | 62-14000 | 28th floor, approximately 25' S & 65' E of SW corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, brittle, fibrous with foil backing | YES - 16 %       | 16 % CHRYSOTILE<br>16 % Organics<br>5.2 % ASI<br>63 % All |
| 633-28-10/9-05 | 62-14001 | 28th floor, approximately 25' S & 65' E of SW corner of floor<br>DUCT MASTIC MATERIAL            | Gray, pliable                            | ND               | 54 % Organics<br>4.0 % ASI<br>42 % All                    |
| 633-28-10/9-06 | 62-14002 | 28th floor, In NW region core, women's room<br>CEMENTITIOUS DUCT SEAM MATERIAL                   | Gray, brittle, fibrous with foil backing | YES - 14 %       | 14 % CHRYSOTILE<br>19 % Organics<br>13 % ASI<br>54 % All  |

COMMENTS: ND = No Asbestos Detected. ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

Published data substantiates call to the attention of the reader that the results of this analysis are based on the material submitted for analysis and are not a guarantee of the results of the analysis.

# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 9, 1995

COLLECTED BY: P. Helserman

PROJECT NUMBER: P95-K607-04

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 12, 1995

ANALYST: K. Parrell *K. Parrell* REVIEWER: *K. Parrell*

| SAMPLE NUMBER | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE                          | ASBESTOS PRESENT | SAMPLE CONSTITUENTS                                      |
|---------------|----------|--|--|------------------|--|
| 633-9-10/9-07 | 62-14003 | 9th floor, approximately 20' W & 56' S of NE corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL  | Gray, brittle, fibrous with foil backing   | YES - 14 %       | 14 % CHRYSOTILE<br>19 % Organics<br>10 % ASI<br>57 % All |
| 633-9-10/9-08 | 62-14004 | 9th floor, approximately 20' S & 64' E of NW corner of floor<br>PAPER-LIKE DUCT SEAM TAPE        | Tan/black, fibrous, matted with foil layer | ND               | 92 % Organics<br>8.0 % Foil                              |
| 633-9-10/9-09 | 62-14005 | 9th floor, approximately 72' S & 115' E of NW corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious with foil backing       | YES - 13 %       | 13 % CHRYSOTILE<br>19 % Organics<br>14 % ASI<br>54 % All |

COMMENTS: ND = No Asbestos Detected. ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1992; XX NYS-DOH ELAP Method 198.1, revised 06.01.95.

NVLAP #101820

ELAP #10952

Analyst and client information is not necessarily reliable in determining asbestos in floor coverings and similar non-friable organically bound materials. Quantitative transmission electron microscopy

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 9, 1995

COLLECTED BY: P. Heiserman

PROJECT NUMBER: P95-K607-04

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 12, 1995

ANALYST: K. Parrell

REVIEWER: *[Signature]*

| SAMPLE NUMBER | LAB ID # | SAMPLE LOCATION/DESCRIPTION   | SAMPLE APPEARANCE                    | ASBESTOS PRESENT | SAMPLE CONSTITUENTS                                       |
|---------------|----------|---|--------------------------------------|------------------|---|
| 633-9-10/9-10 | 62-14006 | 9th floor, approximately 20' W & 66' N of SE corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious with foil backing | YES - 15 %       | 15 % CHRYSOTILE<br>17 % Organics<br>9.2 % ASI<br>59 % All |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1992; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 10, 1995

COLLECTED BY: P. Heiserman

PROJECT NUMBER: P95-K607-05

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 12, 1995

ANALYST: J. Boler/K. Parrell

REVIEWER: *[Signature]*

| SAMPLE NUMBER | LAB ID # | SAMPLE LOCATION/DESCRIPTION | SAMPLE APPEARANCE | ASBESTOS PRESENT | SAMPLE CONSTITUENTS |
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|

|                 |          |  |  |            |   |
|-----------------|----------|--|--|------------|---|
| 633-41-10/10-01 | 62-14021 | 41st floor MER, NE corner of the floor<br>CEMENTITIOUS DUCT SEAM MATERIAL                            | Gray, cementitious, fibrous, brittle with foil backing | YES - 15 % | 15 % CHRYSOTILE<br>14 % Organics<br>8.8 % ASI<br>62 % All |
| 633-41-10/10-02 | 62-14022 | 41st floor MER, approximately 25' E & 42' S of NW corner of floor<br>DUCT SEAM MATERIAL MUDDIED      | Gray, crumbly, fibrous                                 | YES - 44 % | 44 % CHRYSOTILE<br>56 % Carbonates                        |
| 633-41-10/10-03 | 62-14023 | 41st floor MER, approximately 25' E & 42' S of NW corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, brittle, fibrous with foil backing               | YES - 16 % | 16 % CHRYSOTILE<br>15 % Organics<br>4.7 % ASI<br>64 % All |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYSDOH ELAP Method 198.1, revised 06-01-95

NVLAP #101820

ELAP #10952

# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 10, 1995

COLLECTED BY: P. Helserman

PROJECT NUMBER: P95-K607-05

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 12, 1995

ANALYST: J. Bolter/K. Parrell

REVIEWER: Ann M. R. Kavanagh

| SAMPLE NUMBER   | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE                                      | ASBESTOS PRESENT | SAMPLE CONSTITUENTS                                       |
|-----------------|----------|--|--|------------------|---|
| 633-41-10/10-04 | 62-14024 | 41st floor MER, approximately 48' S & 32' E of NW corner of floor<br>DUCT SEAM MATERIAL MUDDIED      | Gray, crumbly, fibrous                                 | YES - 31 %       | 31 % CHRYSOTILE<br>69 % Carbonates                        |
| 633-41-10/10-05 | 62-14025 | 41st floor MER, approximately 30' N & 28' E of SW corner of floor<br>DUCT TAR PAPER                  | Black, sticky, fibrous                                 | ND               | 7.4 % Glass fibers<br>90 % Organics<br>2.6 % ASI          |
| 633-41-10/10-06 | 62-14026 | 41st floor MER, approximately 60' E & 22' N of SW corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious, brittle, fibrous with foil backing | YES - 15 %       | 15 % CHRYSOTILE<br>23 % Organics<br>2.1 % ASI<br>60 % All |

COMMENTS: ND = No Asbestos Detected. ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95

NVLAP #101820

ELAP #10952



# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET

WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 10, 1995

COLLECTED BY: P. Heiserman

PROJECT NUMBER: P95-K607-05

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 12, 1995

ANALYST: J. Boler/K. Parrell

REVIEWER: Ann M. Rutledge

| SAMPLE NUMBER | LAB ID # | SAMPLE LOCATION/DESCRIPTION | SAMPLE APPEARANCE | ASBESTOS PRESENT | SAMPLE CONSTITUENTS |
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|

|                 |          |   |                        |             |   |
|-----------------|----------|---|------------------------|-------------|---|
| 633-41-10/10-07 | 62-14027 | 41st floor MER, approximately 30' N & 28' E of SW corner of floor<br>DUCT TAR PAPER | Black, sticky, fibrous | YES - 1.1 % | 1.1 % CHRYSOTILE<br>2.1 % Glass fibers<br>83 % Organics<br>6.4 % ASI<br>7.4 % All |
|-----------------|----------|---|------------------------|-------------|---|

|                 |          |   |                        |             |  |
|-----------------|----------|---|------------------------|-------------|--|
| 633-41-10/10-08 | 62-14028 | 41st floor MER, approximately 30' N & 28' E of SW corner of floor<br>DUCT TAR PAPER | Black, sticky, fibrous | YES - 1.5 % | 1.5 % CHRYSOTILE<br>7.8 % Glass fibers<br>83 % Organics<br>6.9 % ASI<br>0.80 % All |
|-----------------|----------|---|------------------------|-------------|--|

|                 |          |   |                        |            |                                    |
|-----------------|----------|---|------------------------|------------|------------------------------------|
| 633-41-10/10-09 | 62-14029 | 41st floor MER, approximately 44' N & 24' E of SW corner of floor<br>DUCT SEAM MATERIAL MUDDIED | Gray, crumbly, fibrous | YES - 36 % | 36 % CHRYSOTILE<br>64 % Carbonates |
|-----------------|----------|---|------------------------|------------|------------------------------------|

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.

Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

Polarized light microscopy is not consistently reliable in detecting asbestos in floor materials and similar non-fibrous materials. Identification based on electron microscopy.

# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 10, 1995

COLLECTED BY: P. Heiserman

PROJECT NUMBER: P95-K607-05

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 12, 1995

ANALYST: K. Parrell

REVIEWER: *[Signature]*

| SAMPLE NUMBER   | LAB ID # | SAMPLE LOCATION/DESCRIPTION   | SAMPLE APPEARANCE                        | ASBESTOS   | SAMPLE CONSTITUENTS                                       |
|-----------------|----------|---|--|------------|---|
| 633-40-10/10-10 | 62-14030 | 40th floor MER, approximately 65' W & 15' S of NE corner of floor CEMENTITIOUS DUCT SEAM MATERIAL     | Gray, brittle, fibrous with foil backing | YES - 15 % | 15 % CHRYSOTILE<br>24 % Organics<br>1.3 % ASI<br>60 % All |
| 633-40-10/10-11 | 62-14031 | 40th floor MER, approximately 25' S of NW corner, on W perimeter wall CEMENTITIOUS DUCT SEAM MATERIAL | Gray, brittle, fibrous with foil backing | YES - 15 % | 15 % CHRYSOTILE<br>19 % Organics<br>6.2 % ASI<br>60 % All |
| 633-40-10/10-12 | 62-14032 | 40th floor MER, approximately 60' W of SE corner of S perimeter wall CEMENTITIOUS DUCT SEAM MATERIAL  | Gray, brittle, fibrous with foil backing | YES - 16 % | 16 % CHRYSOTILE<br>16 % Organics<br>3.6 % ASI<br>64 % All |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95

NVLAP #101820

ELAP #10952

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 10, 1995

COLLECTED BY: P. Heiserman

PROJECT NUMBER: P95-K607-05

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 12, 1995

ANALYST: J. Bolter/K. Parrell

REVIEWER: *[Signature]*

=====

| SAMPLE NUMBER | LAB ID # | SAMPLE LOCATION/DESCRIPTION | SAMPLE APPEARANCE | ASBESTOS PRESENT | SAMPLE CONSTITUENTS |
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|

=====

|                 |          |   |  |            |   |
|-----------------|----------|---|--|------------|---|
| 633-11-10/10-13 | 62-14034 | 11th floor MER, approximately 98' W & 50' N of SW corner of floor CEMENTITIOUS DUCT SEAM MATERIAL     | Gray, cementitious, fibrous                            | ND         | 35 % Mineral wool<br>65 % Perlite/carbonates              |
| 633-11-10/10-14 | 62-14035 | 11th floor MER, approximately 90' W of SE corner, on S wall CEMENTITIOUS DUCT SEAM MATERIAL           | Gray, cementitious, fibrous, brittle with foil backing | YES - 14 % | 14 % CHRYSOTILE<br>18 % Organics<br>12 % ASI<br>56 % All  |
| 633-11-10/10-15 | 62-14036 | 11th floor MER, approximately 48' S of NE corner, on E perimeter wall CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious, fibrous, brittle with foil backing | YES - 16 % | 16 % CHRYSOTILE<br>15 % Organics<br>5.0 % ASI<br>64 % All |

COMMENTS: ND = No Asbestos Detected. ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 05-01-95.

NVLAP #101820

ELAP #10952

# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 10, 1995

COLLECTED BY: P. Heiserman

PROJECT NUMBER: P95-K607-05

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 12, 1995

ANALYST: J. Bolter/K. Parrell

REVIEWER: *Am. M. Rothman*

| SAMPLE NUMBER   | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE  | ASBESTOS<br>PRESENT | SAMPLE CONSTITUENTS  |
|-----------------|----------|--|--|---------------------|--|
| 633-11-10/10-16 | 62-14037 | 11th floor MER, approximately 28' N<br>& 15' W of SE corner of floor<br>DUCT SEAM MATERIAL MUDDDED | Gray, crumbly, fibrous                                       | ND                  | 15 % Cellulose<br>20 % Mineral wool<br>65 % Perlite/carbonates |
| 633-11-10/10-17 | 62-14038 | 11th floor MER, approximately 28' N<br>& 15' W of SE corner of floor<br>DUCT SEAM MATERIAL MUDDDED | Gray, crumbly, fibrous                                       | ND                  | 35 % Mineral wool<br>65 % Paint/perlite/<br>carbonates         |
| 633-11-10/10-18 | 62-14039 | 11th floor MER, approximately 58' W<br>of NE corner of floor<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious,<br>fibrous, brittle<br>with foil backing | YES - 15 %          | 15 % CHRYSOTILE<br><br>17 % Organics<br>10 % ASI<br>58 % All   |

COMMENTS: ND = No Asbestos Detected. ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95

HVLAP #101820

ELAP #10952

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 11, 1995

COLLECTED BY: B. Suffern

PROJECT NUMBER: P95-K607-06

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 16, 1995

ANALYST: J. Bolter

REVIEWER: On m. B. Suffern

| SAMPLE NUMBER   | LAB ID # | SAMPLE LOCATION/DESCRIPTION   | SAMPLE APPEARANCE  | ASBESTOS PRESENT | SAMPLE CONSTITUENTS                                       |
|-----------------|----------|---|--|------------------|---|
| 633-05-10/11-01 | 62-14249 | 5th floor, from NE corner, W 73',<br>S 67', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious,<br>fibrous, brittle with foil<br>backing | YES - 6.7 %      | 6.7 % CHRYSOTILE<br>21 % Organics<br>14 % ASI<br>58 % All |
| 633-05-10/11-02 | 62-14250 | 5th floor, from NW corner, E 43',<br>S 67', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious,<br>fibrous, brittle with foil<br>backing | YES - 4.9 %      | 4.9 % CHRYSOTILE<br>18 % Organics<br>15 % ASI<br>62 % All |
| 633-05-10/11-03 | 62-14251 | 5th floor, from SE corner, N 66',<br>W 20', 10' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious,<br>fibrous, brittle with foil<br>backing | YES - 4.7 %      | 4.7 % CHRYSOTILE<br>34 % Organics<br>28 % ASI<br>33 % All |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.

Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 12, 1995

COLLECTED BY: B. Suffern

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-07

ANALYSIS DATE: October 16, 1995

ANALYST: J. Boler

REVIEWER: *Ann M. Boller*

| SAMPLE NUMBER | LAB ID # | SAMPLE LOCATION/DESCRIPTION | SAMPLE APPEARANCE | ASBESTOS PRESENT | SAMPLE CONSTITUENTS |
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|
|---------------|----------|-----------------------------|-------------------|------------------|---------------------|

|                |          |   |  |             |   |
|----------------|----------|---|--|-------------|---|
| 633-C-10/12-01 | 62-14328 | Concourse, from column D8, S 25',<br>E 12', 11' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious, brittle<br>with foil backing | YES - 5.1 % | 5.1 % CHRYSOTILE<br>17 % Organics<br>11 % ASI<br>67 % All |
|----------------|----------|---|--|-------------|---|

|                |          |   |  |             |   |
|----------------|----------|---|--|-------------|---|
| 633-C-10/12-02 | 62-14329 | Concourse, from column C4, S 6',<br>E 8', 14' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious, brittle<br>with foil backing | YES - 4.9 % | 4.9 % CHRYSOTILE<br>11 % Organics<br>19 % ASI<br>65 % All |
|----------------|----------|---|--|-------------|---|

|                |          |   |  |             |   |
|----------------|----------|---|--|-------------|---|
| 633-C-10/12-03 | 62-14330 | Concourse, from column D4, E 8',<br>S 6', 14' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious, brittle<br>with foil backing | YES - 5.0 % | 5.0 % CHRYSOTILE<br>18 % Organics<br>11 % ASI<br>66 % All |
|----------------|----------|---|--|-------------|---|

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 13, 1995

COLLECTED BY: P. Heiserman

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-08

ANALYSIS DATE: October 19, 1995

ANALYST: J. Boler

REVIEWER: Ann M. Decker

| SAMPLE NUMBER   | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE                             | ASBESTOS PRESENT | SAMPLE CONSTITUENTS  |
|-----------------|----------|--|---|------------------|--|
| 633-10-10/13-01 | 62-14376 | 10th floor, approximately 60' E & 64' S of NW corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious, brittle with foil backing | YES - 4.8 %      | 4.8 % CHRYSOTILE<br>20 % Organics<br>12 % ASI<br>63 % All  |
| 633-10-10/13-02 | 62-14377 | 10th floor, approximately 25' S & 12' E of NW corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious, brittle with foil backing | YES - 6.7 %      | 6.7 % CHRYSOTILE<br>25 % Organics<br>7.9 % ASI<br>60 % All |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.

Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101920

ELAP #10952

Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non friable materials found materials.

# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 14, 1995

COLLECTED BY: P. Heiserman

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-KG07-08

ANALYSIS DATE: October 19, 1995

ANALYST: J. Bolter

REVIEWER: Ann M. Ruffalo

| SAMPLE NUMBER  | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE                             | ASBESTOS PRESENT | SAMPLE CONSTITUENTS                                       |
|----------------|----------|--|---|------------------|---|
| 633-6-10/14-01 | 62-14382 | 6th floor, approximately 25' W & 65' N of SE corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL        | Gray, cementitious, brittle with foil backing | YES - 5.2 %      | 5.2 % CHRYSOTILE<br>13 % Organics<br>12 % ASI<br>70 % All |
| 633-6-10/14-02 | 62-14383 | 6th floor, approximately 40' E & 92' N of SW corner of floor<br>CEMENTITIOUS DUCT SEAM MATERIAL CEMENT | Gray, cementitious, brittle with foil backing | YES - 4.8 %      | 4.8 % CHRYSOTILE<br>19 % Organics<br>13 % ASI<br>63 % All |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.

Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

Polarized light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can be used to determine if this material can be considered as asbestos.



**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 14, 1995

COLLECTED BY: P. Heiserman

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-08

ANALYSIS DATE: October 19, 1995

ANALYST: J. Bolter

REVIEWER: Chris M. Hoffmann

| SAMPLE NUMBER  | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE                             | ASBESTOS PRESENT | SAMPLE CONSTITUENTS  |
|----------------|----------|--|---|------------------|--|
| 633-6-10/14-03 | 62-14384 | 6th floor, approximately 52' S & 26' W of NE corner of floor CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious, brittle with foil backing | YES - 5.1 %      | 5.1 % CHRYSOTILE<br>18 % Organics<br>8.7 % ASI<br>68 % All |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

Polarized-light microscopy is not consistently reliable in detecting asbestos in floor materials and similar non friable materials. Based on the results of this analysis, the material is considered to be non-friable.

# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 16, 1995  
COLLECTED BY: B. Sullivan

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-08

ANALYSIS DATE: October 19, 1995

ANALYST: J. Bolter

REVIEWER: *[Signature]*

| SAMPLE NUMBER   | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE                             | ASBESTOS PRESENT | SAMPLE CONSTITUENTS  |
|-----------------|----------|--|---|------------------|--|
| 633-10-10/16-01 | 62-14378 | 10th floor, from SW corner, E 37', N 28', 10' AFF<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious, brittle with foil backing | YES - 5.7 %      | 5.7 % CHRYSOTILE<br>19 % Organics<br>9.5 % ASI<br>66 % All |
| 633-30-10/16-02 | 62-14379 | 30th floor, from SE corner, N 32', W 27', 10' AFF<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious, brittle with foil backing | YES - 4.9 %      | 4.9 % CHRYSOTILE<br>18 % Organics<br>12 % ASI<br>65 % All  |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1992; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

Polarized-light microscopy is not consistently reliable in detecting asbestos in floor envelopes and similar non friable materials.

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 16, 1995

COLLECTED BY: B. Sullivan

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-08

ANALYSIS DATE: October 19, 1995

ANALYST: J. Bolter

REVIEWER: *[Signature]*

| SAMPLE NUMBER   | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE                             | ASBESTOS PRESENT | SAMPLE CONSTITUENTS  |
|-----------------|----------|--|---|------------------|--|
| 633-30-10/16-03 | 62-14380 | 30th floor, from NE corner, W 45', S 50', 10' AFF<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious, brittle with foil backing | YES - 5.3 %      | 5.3 % CHRYSOTILE<br>15 % Organics<br>8.8 % ASI<br>71 % All |
| 633-30-10/16-04 | 62-14381 | 30th floor, from SW corner, E 48', N 26', 10' AFF<br>CEMENTITIOUS DUCT SEAM MATERIAL | Gray, cementitious, brittle with foil backing | YES - 5.0 %      | 5.0 % CHRYSOTILE<br>18 % Organics<br>11 % ASI<br>66 % All  |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.

Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101020

ELAP #10952

Polarized light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non friable materials.

# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## MATERIAL SAMPLE ANALYSIS

CLIENT: Travelers Insurance Company  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 17, 1995

COLLECTED BY: B. Sulfem

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-09

ANALYSIS DATE: October 23, 1995

ANALYST: J. Boler

REVIEWER: *[Signature]*

| SAMPLE NUMBER | LAB ID # | SAMPLE LOCATION/DESCRIPTION | SAMPLE APPEARANCE | ASBESTOS | SAMPLE CONSTITUENTS |
|---------------|----------|-----------------------------|-------------------|----------|---------------------|
|---------------|----------|-----------------------------|-------------------|----------|---------------------|

|                 |          |  |  |             |   |
|-----------------|----------|--|--|-------------|---|
| 633-SB-10/17-01 | 62-14496 | Sub-basement, above ceiling hatch<br>near NW entrance to locker room<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious, brittle<br>with foil backing | YES - 3.1 % | 3.1 % CHRYSOTILE<br>19 % Organics<br>19 % ASI<br>59 % All |
|-----------------|----------|--|--|-------------|---|

|                 |          |  |  |             |   |
|-----------------|----------|--|--|-------------|---|
| 633-SB-10/17-02 | 62-14497 | Sub-basement, above ceiling hatch<br>near wash sinks in bathroom<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious, brittle<br>with foil backing | YES - 4.4 % | 4.4 % CHRYSOTILE<br>21 % Organics<br>15 % ASI<br>60 % All |
|-----------------|----------|--|--|-------------|---|

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

Polarized light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non friable materials.

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 17, 1995

COLLECTED BY: B. Suffern

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-09

ANALYSIS DATE: October 23, 1995

ANALYST: J. Boler

REVIEWER: *[Signature]*

| SAMPLE NUMBER   | LAB ID # | SAMPLE LOCATION/DESCRIPTION   | SAMPLE APPEARANCE                                | ASBESTOS<br>PRESENT | SAMPLE CONSTITUENTS   |
|-----------------|----------|---|--|---------------------|---|
| 633-SB-10/17-03 | 62-14498 | Sub-basement, above ceiling hatch in<br>S hallway near freight elevator (large)<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious, brittle<br>with foil backing | YES - 4.4 %         | 4.4 % CHRYSOTILE<br><br>20 % Organics<br>17 % ASI<br>58 % All |
| 633-SB-10/17-04 | 62-14499 | Sub-basement, on duct, in room E<br>of telephone switch room<br>DUCT INSULATION/TAR PAPER                             | Black, paper-like, fibrous                       | ND                  | 2.3 % Glass fibers<br>80 % Organics<br>11 % ASI<br>6.7 % All  |

COMMENTS: ND = No Asbestos Detected. ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.

Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NY-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

Polarized light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non friable materials. Based on the results of this analysis, the presence of asbestos is not confirmed.

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 17, 1995

COLLECTED BY: B. Sullivan

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-09

ANALYSIS DATE: October 23, 1995

ANALYST: J. Bolter

REVIEWER: *[Signature]*

| SAMPLE NUMBER   | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE          | ASBESTOS PRESENT | SAMPLE CONSTITUENTS   |
|-----------------|----------|--|----------------------------|------------------|---|
| 633-SB-10/17-05 | 62-14500 | Sub-basement, on duct, in room E of telephone switch room<br>DUCT INSULATION/TAR PAPER | Black, paper-like, fibrous | ND               | 2.0 % Glass fibers<br>81 % Organics<br>8.6 % ASI<br>8.4 % All |
| 633-SB-10/17-06 | 62-14501 | Sub-basement, on duct, in room E of telephone switch room<br>DUCT INSULATION/TAR PAPER | Black, paper-like, fibrous | ND               | 3.7 % Glass fibers<br>78 % Organics<br>3.5 % ASI<br>15 % All  |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 08-01-95.

Polarized-light microscopy is not consistently reliable in detecting asbestos in these samples.

NVLAP #101820  
ELAP #10952

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 18, 1995

COLLECTED BY: B. Suffern

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-10

ANALYSIS DATE: October 19, 1995

ANALYST: J. Boler

REVIEWER: *J. Boler*

| SAMPLE NUMBER   | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE                                | ASBESTOS PRESENT | SAMPLE CONSTITUENTS  |
|-----------------|----------|--|--|------------------|--|
| 633-01-10/18-01 | 62-14456 | 1st floor, from Column F4, S 10',<br>W 6', 15' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious, brittle<br>with foil backing | YES - 4.9 %      | 4.9 % CHRYSOTILE<br>17 % Organics<br>12 % ASI<br>66 % All  |
| 633-01-10/18-02 | 62-14457 | 1st floor, from column D4, E 8',<br>S 3', 15' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL  | Gray, cementitious, brittle<br>with foil backing | YES - 4.9 %      | 4.9 % CHRYSOTILE<br>22 % Organics<br>8.2 % ASI<br>65 % All |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06.01.95.

NVLAP #101820

ELAP #10952

Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Orientation is indicated by the color of the fibers.

**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**MATERIAL SAMPLE ANALYSIS**

CLIENT: Travelers Insurance Company  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLE DATE: October 18, 1995

COLLECTED BY: B. Sullern

PROJECT: 633 Third Avenue

PROJECT NUMBER: P95-K607-10

ANALYSIS DATE: October 19, 1995

ANALYST: J. Boler

REVIEWER: *[Signature]*

| SAMPLE NUMBER   | LAB ID # | SAMPLE LOCATION/DESCRIPTION  | SAMPLE APPEARANCE                                | ASBESTOS PRESENT | SAMPLE CONSTITUENTS  |
|-----------------|----------|--|--|------------------|--|
| 633-01-10/18-03 | 62-14458 | 1st floor, from column D4, S 10',<br>E 5', 15' AFF<br>CEMENTITIOUS DUCT SEAM<br>MATERIAL | Gray, cementitious, brittle<br>with foil backing | YES - 3.6 %      | 3.6 % CHRYSOTILE<br>19 % Organics<br>9.6 % ASI<br>68 % All |

COMMENTS: ASI = Acid Soluble Inorganics. All = Acid Insoluble Inorganics.  
Analytical Methods - Polarized Light Microscopy (PLM) as per U.S. EPA 40 CFR 763, Subpart F, Appendix A, 1982; XX NYS-DOH ELAP Method 198.1, revised 06-01-95.

NVLAP #101820

ELAP #10952

Polarized light microscopy is not consistently reliable in identification of asbestos and should be used in conjunction with other methods.



## POLARIZED LIGHT MICROSCOPY

GCI Environmental Advisory, Inc. is accredited by the U. S. National Institute of Standards and Technology's National Voluntary Laboratory Accreditation Program (NVLAP); Laboratory ID# 101820, and by the New York State - Department of Health's Environmental Laboratory Approval Program (ELAP); Laboratory ID# 10952. The Laboratory participates in the American Industrial Hygiene Association (AIHA) Bulk Sample exchange; Laboratory ID # 8524 and in an inter-laboratory sample exchange program for quality assurance. GCI has developed and implemented an intra-laboratory Quality Assurance program to ensure accuracy and precision of results.

### ANALYTICAL METHODOLOGY

Samples are analyzed for asbestos content by Polarized Light Microscopy (PLM) utilizing EPA Methodology 40 CFR 763, Subpart F, Appendix A. Samples collected in New York State are analyzed utilizing the NYS - DOH ELAP Methodology 198.1, Revised 06-01-95.

Laboratory analysis indicating the presence of asbestos is quantified by type and expressed as a percentage of the total sample and/or layer. If the concentration of asbestos detected is less than one percent, it is reported as trace for each type of asbestos found. Analysis reported as no asbestos detected (ND) indicates the lack of asbestos present.

All non-friable, organically-bound materials (NOB) are gravimetrically reduced by thermal ashing and acid digestion techniques prior to analysis. If the weight of the residue after ashing and acid washing is less than 1% of the original weight, the results are reported as non-asbestos containing (less than 1% asbestos by weight). When analysis indicates asbestos is present, the asbestos is quantified by type and expressed as a percent weight.

### SAMPLE ARCHIVING

All samples are archived for a period of one year after analysis. Samples may be returned to client at the client's request. Records are kept for a period of three years.

### DISCLAIMERS

- \* The NYS-DOH has issued the following statement concerning the analysis of NOB samples: "Polarized light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. Quantitative Transmission Electron Microscopy (TEM) is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing." GCI is an ELAP approved laboratory to perform TEM analysis of NOB samples and such analysis is available upon request.
- \* GCI assumes no responsibility for financial or health consequences for action or lack of action taken by our clients or their agents as a result of these analytical reports. GCI can only attest to the validity, accuracy, and completeness of sample collection, which was performed by GCI personnel. GCI is neither responsible nor liable for information provided by the client.
- \* This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U. S. Government.
- \* This data pertains to the sample(s) provided.
- \* This report may not be reproduced without the full written approval of GCI.
- \* This report is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law.

Should you have any questions concerning the above, please contact GCI at (717) 823-9069.



**APPENDIX H**  
**LABORATORY ANALYSIS (TEM)**



# GCI ENVIRONMENTAL ADVISORY, INC.

165 DARLING STREET  
WILKES-BARRE, PA 18701

## TEM MATERIAL SAMPLE ANALYSIS SUMMARY

CLIENT: Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

SAMPLING DATE: October 9, 1995

PROJECT: 633 Third Avenue

ANALYSIS DATE: October 18, 1995

PROJECT #: P95-K607-04

WORK AREA: 28th Floor

SAMPLED BY: P. Heiserman

| SAMPLE #       | LAB ID # | SAMPLE LOCATION  | ASBESTOS TYPE        | % ASBESTOS |
|----------------|----------|--|----------------------|------------|
| 633-28-10/9-02 | 63-7797  | 28th floor, approximately 35' N &<br>43' W of SE corner of floor | No Asbestos Detected | N/A        |
| 633-28-10/9-05 | 63-7798  | 28th floor, approximately 25' S &<br>65' E of SW corner of floor | No Asbestos Detected | N/A        |

Note: Please read the disclaimers stated in the accompanying cover letter.

*Timothy J. Bard*

Timothy J. Bard  
TEM Laboratory Manager

**GCI ENVIRONMENTAL ADVISORY, INC.**  
**165 DARLING STREET**  
**WILKES-BARRE, PA 18701**  
**TEM MATERIAL SAMPLE DATA SHEET**

**CLIENT:** Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

**SAMPLE DATE:** October 9, 1995  
**ANALYSIS DATE:** October 18, 1995

**PROJECT:** 633 Third Avenue

**PROJECT #:** P95-K607-04

**WORK AREA:** 28th Floor

**SAMPLED BY:** P. Heiserman

**SAMPLE #:** 633-28-10/9-02

**LAB ID #:** 63-7797

**TYPE OF SAMPLE:** Duct mastic material

**SAMPLE DESCRIPTION:** Gray, pliable

**INITIAL WEIGHT (W1):** 132.0 mg

**WEIGHT AFTER ASHING (W2): (Less Organic Material)** 52.8 mg

**WEIGHT AFTER ACID WASHING (W3): (Final Residue)** 25.3 mg

**FINAL RESULTS:**

**ASBESTOS TYPE:** None Detected

**PERCENTAGE** = [ visual percent estimate of final residue ND % ] X  $\frac{W3}{W1}$  = N/A %

**TOTAL ASBESTOS PERCENTAGE (TAP) =** N/A %

**ORGANICS:**  $\frac{W1 - W2}{W1} \times 100\% =$  60 %

**ACID SOLUBLE COMPONENTS:**  $\frac{W2 - W3}{W1} \times 100\% =$  21 %

**ACID INSOLUBLE RESIDUE:**  $\frac{W3}{W1} \times 100\% - \text{TAP} =$  19 %

**COMMENTS:** The visual percent estimate of asbestos from the final residue is determined from TEM examination of two (2) grid preparations.

*T. Bard*  
**ANALYST:** T. Bard

**GCI ENVIRONMENTAL ADVISORY, INC.**  
**165 DARLING STREET**  
**WILKES-BARRE, PA 18701**  
**TEM MATERIAL SAMPLE DATA SHEET**

**CLIENT:** Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

**SAMPLE DATE:** October 9, 1995

**ANALYSIS DATE:** October 18, 1995

**PROJECT:** 633 Third Avenue

**PROJECT #:** P95-K607-04

**WORK AREA:** 28th Floor

**SAMPLED BY:** P. Heiserman

**SAMPLE #:** 633-28-10/9-05

**LAB ID #:** 63-7798

**TYPE OF SAMPLE:** Duct mastic material

**SAMPLE DESCRIPTION:** Gray, pliable

**INITIAL WEIGHT (W1):** 101.0 mg

**WEIGHT AFTER ASHING (W2): (Less Organic Material)** 46.0 mg

**WEIGHT AFTER ACID WASHING (W3): (Final Residue)** 42.0 mg

**FINAL RESULTS:**

**ASBESTOS TYPE:** None Detected

**PERCENTAGE** = [ visual percent estimate of final residue ND % ] X  $\frac{W3}{W1}$  = N/A %

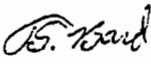
**TOTAL ASBESTOS PERCENTAGE (TAP) =** N/A %

**ORGANICS:**  $\frac{W1 - W2}{W1} \times 100\%$  = 54 %

**ACID SOLUBLE COMPONENTS:**  $\frac{W2 - W3}{W1} \times 100\%$  = 4.0 %

**ACID INSOLUBLE RESIDUE:**  $\frac{W3}{W1} \times 100\% - \text{TAP}$  = 42 %

**COMMENTS:** The visual percent estimate of asbestos from the final residue is determined from TEM examination of two (2) grid preparations.

  
**ANALYST:** T. Bard

# TRANSMISSION ELECTRON MICROSCOPY

GCI Environmental Advisory, Inc. is accredited by the U. S. National Institute of Standards and Technology's "National Voluntary Laboratory Accreditation Program" (NVLAP), Laboratory ID # 101820. GCI is also approved by the New York State - Department of Health's "Environmental Laboratory Approval Program" (ELAP), Laboratory ID # 10952. GCI participates in a round-robin style interlaboratory sample exchange program and has developed and implemented an intralaboratory Quality Assurance/Quality Control program to ensure accuracy and consistency of results.

## SAMPLE PREPARATION:

The sample is prepared according to Item 198.4 (TEM Method for Identifying and Quantitative asbestos in Non-Friable Organically Bound Bulk samples) of the Environmental Laboratory Approval Program (ELAP) Certification Manual for New York State. The method is based on Chatfield's Determination of Asbestos in Resilient Floor Tile (1991), and is briefly summarized here.

Extraneous materials are first removed from the submitted sample. Mastic is treated separately where applicable. Approximately 100 - 500 mg of the total sample is shave off into a tared crucible. Organics are removed by placing the covered crucible in a 480°C muffle furnace overnight or until the weight stabilizes. The sample is reweighed. The sample is then dissolved in 0.5 ml of double 0.1  $\mu$ m filtered distilled water and 2.5 ml of HCL to remove the mineral-carbonate fraction. The slurry is diluted with filtered distilled water, and filtered. The deposit (final residue) is reweighed after drying and subtracting out the filter weight.

A section of the filter is sectioned and the residue resuspended in 0.1  $\mu$ m filtered ethanol and ultrasonicated. A droplet (3  $\mu$ l) of this resuspension is placed on each of two grids and dried. The sample grids may be coated with a thin layer of carbon. The sample is ready for TEM examination.

## ANALYSIS METHODOLOGY:

Both grids are analyzed in the TEM, first at low and then at high magnification. An estimation of the amount of asbestos present is performed. Asbestos is identified at high magnification (10 - 20,000 x) by morphology, selected area electron diffraction (SAED), and energy dispersive X-ray analysis (EDXA). When asbestos is identified a representative EDXA spectrum is stored on a computer disk. The EDXA file identification is recorded on the work sheet and kept on file at the laboratory.

Analysis is performed with the Hitachi 600 AB - Analytical Transmission Electron Microscope (ATEM), and the PGT System 4+ Microanalyzer.

## REPORTING OF RESULTS:

Percentages were calculated based upon the original weight, weight after ashing, weight after acid washing, and visual percent estimation from the final residue. For samples which contain no asbestos, "no asbestos detected" is reported. For samples with asbestos, the type and percentage of each is reported as well as the total asbestos percentage. Both prepared grids are examined in the TEM except in the case where the final asbestos concentration will exceed 10%. In this case only one grid preparation may be used.

## SAMPLE ARCHIVING

Sample cassettes are stored for a minimum of 30 days. After this period, the cassettes are disposed of or returned to the client upon their request. Prepared grids will be stored for a period of 3 years.

## DISCLAIMER

- \* The variability of these results may be greater than 10% relative standard deviations at 85% chrysotile residues, reference New York State Department of Health. The accuracy of this method is not completely known at this time. Every effort is made to limit potential bias.
- \* GCI assumes no responsibility for financial or health consequences for action or lack of action taken by our clients or their agents as a result of these analytical reports. GCI can only attest to the validity, accuracy and completeness of sample collection which was performed by GCI personnel. GCI is neither responsible nor liable for information provided by the client.
- \* This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government.
- \* This data pertains only to the sample(s) provided.
- \* This report must not be reproduced without the full approval of GCI.

Should you have any questions concerning the analytical report or the above, please contact GCI at 717-823-9069.



**GCI ENVIRONMENTAL ADVISORY, INC.**

165 DARLING STREET  
WILKES-BARRE, PA 18701

**TEM MATERIAL SAMPLE ANALYSIS  
SUMMARY**

**CLIENT:** Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

**SAMPLING DATE:** October 17, 1995

**PROJECT:** 633 Third Avenue

**ANALYSIS DATE:** October 24, 1995

**WORK AREA:** Various Areas


**PROJECT #:** P95-K607-09

**SAMPLED BY:** B. Suffern

**% ASBESTOS**

| SAMPLE #        | LAB ID # | SAMPLE LOCATION  | ASBESTOS TYPE        | % ASBESTOS |
|-----------------|----------|--|----------------------|------------|
| 633-SB-10/17-04 | 63-7844  | Sub-basement, on duct, in room<br>E of telephone switch room | No Asbestos Detected | N/A        |
| 633-SB-10/17-05 | 63-7845  | Sub-basement, on duct, in room<br>E of telephone switch room | No Asbestos Detected | N/A        |
| 633-SB-10/17-06 | 63-7846  | Sub-basement, on duct, in room<br>E of telephone switch room | No Asbestos Detected | N/A        |

**Note:** Please read the disclaimers stated in the accompanying cover letter.

  
Timothy J. Bard  
TEM Laboratory Manager

**GCI ENVIRONMENTAL ADVISORY, INC.**165 DARLING STREET  
WILKES-BARRE, PA 18701**TEM MATERIAL SAMPLE DATA SHEET****CLIENT:** Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017**SAMPLE DATE:** October 17, 1995**ANALYSIS DATE:** October 24, 1995**PROJECT:** 633 Third Avenue**PROJECT #:** P95-K607-09**WORK AREA:** Various areas**SAMPLED BY:** B. Suffern**SAMPLE #:** 633-SB-10/17-04**LAB ID #:** 63-7844**TYPE OF SAMPLE:** Duct insulation/tar paper**SAMPLE DESCRIPTION:** Black, paper-like, fibrous**INITIAL WEIGHT (W1):** 316.2 mg**WEIGHT AFTER ASHING (W2):** (Less Organic Material) 61.8 mg**WEIGHT AFTER ACID WASHING (W3):** (Final Residue) 28.5 mg**FINAL RESULTS:****ASBESTOS TYPE:** None Detected**PERCENTAGE** = [ visual percent estimate of final residue ND % ] X  $\frac{W3}{W1}$  = N/A %**TOTAL ASBESTOS PERCENTAGE (TAP) =**N/A %**ORGANICS:** $\frac{W1 - W2}{W1} \times 100 \% =$  80 %**ACID SOLUBLE COMPONENTS:** $\frac{W2 - W3}{W1} \times 100 \% =$  11 %**ACID INSOLUBLE RESIDUE:** $\frac{W3}{W1} \times 100 \% - \text{TAP} =$  9.0 %**COMMENTS:** The sample contains 2.3 % Glass fibers. The visual percent estimate of asbestos from the final residue is determined from TEM examination of two (2) grid preparations.  
**ANALYST:** T. Bard

**GCI ENVIRONMENTAL ADVISORY, INC.**  
**165 DARLING STREET**  
**WILKES-BARRE, PA 18701**  
**TEM MATERIAL SAMPLE DATA SHEET**

**CLIENT:** Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

**SAMPLE DATE:** October 17, 1995

**ANALYSIS DATE:** October 24, 1995

**PROJECT:** 633 Third Avenue

**PROJECT #:** P95-K607-09

**WORK AREA:** Various areas

**SAMPLED BY:** B. Suffern

**SAMPLE #:** 633-SB-10/17-05

**LAB ID #:** 63-7845

**TYPE OF SAMPLE:** Duct insulation/tar paper

**SAMPLE DESCRIPTION:** Black, paper-like, fibrous

**INITIAL WEIGHT (W1):** 273.3 mg

**WEIGHT AFTER ASHING (W2):** (Less Organic Material) 50.8 mg

**WEIGHT AFTER ACID WASHING (W3):** (Final Residue) 27.3 mg

**FINAL RESULTS:**

**ASBESTOS TYPE:** None Detected

**PERCENTAGE** = [ visual percent estimate of final residue ND % ] X  $\frac{W3}{W1}$  = N/A %

**TOTAL ASBESTOS PERCENTAGE (TAP) =** N/A %

**ORGANICS:**  $\frac{W1 - W2}{W1} \times 100\% =$  81 %

**ACID SOLUBLE COMPONENTS:**  $\frac{W2 - W3}{W1} \times 100\% =$  8.6 %

**ACID INSOLUBLE RESIDUE:**  $\frac{W3}{W1} \times 100\% - \text{TAP} =$  10 %

**COMMENTS:** The sample contains 2.0 % Glass fibers. The visual percent estimate of asbestos from the final residue is determined from TEM examination of two (2) grid preparations.

**ANALYST:** *T. Bard*  
T. Bard

**GCI ENVIRONMENTAL ADVISORY, INC.**  
**165 DARLING STREET**  
**WILKES-BARRE, PA 18701**  
**TEM MATERIAL SAMPLE DATA SHEET**

**CLIENT:** Travelers Insurance Company /  
Real Estate Investment Group  
633 Third Avenue  
New York, NY 10017

**SAMPLE DATE:** October 17, 1995

**ANALYSIS DATE:** October 24, 1995

**PROJECT:** 633 Third Avenue

**PROJECT #:** P95-K607-09

**WORK AREA:** Various areas

**SAMPLED BY:** B. Suffern

**SAMPLE #:** 633-SB-10/17-06

**LAB ID #:** 63-7846

**TYPE OF SAMPLE:** Duct insulation/tar paper

**SAMPLE DESCRIPTION:** Black, paper-like, fibrous

**INITIAL WEIGHT (W1):** 271.0 mg

**WEIGHT AFTER ASHING (W2): (Less Organic Material)** 59.8 mg

**WEIGHT AFTER ACID WASHING (W3): (Final Residue)** 50.4 mg

**FINAL RESULTS:**

**ASBESTOS TYPE:** None Detected

**PERCENTAGE** = [ visual percent estimate of final residue ND % ] X  $\frac{W3}{W1}$  = N/A %

**TOTAL ASBESTOS PERCENTAGE (TAP) =** N/A %

**ORGANICS:**  $\frac{W1 - W2}{W1} \times 100 \% =$  78 %

**ACID SOLUBLE COMPONENTS:**  $\frac{W2 - W3}{W1} \times 100 \% =$  3.5 %

**ACID INSOLUBLE RESIDUE:**  $\frac{W3}{W1} \times 100 \% - \text{TAP} =$  19 %

**COMMENTS:** The sample contains 3.7 % Glass fibers. The visual percent estimate of asbestos from the final residue is determined from TEM examination of two (2) grid preparations.

**ANALYST:**  T. Bard

# TRANSMISSION ELECTRON MICROSCOPY

GCI Environmental Advisory, Inc. is accredited by the U. S. National Institute of Standards and Technology's "National Voluntary Laboratory Accreditation Program" (NVLAP), Laboratory ID # 101820. GCI is also approved by the New York State - Department of Health's "Environmental Laboratory Approval Program" (ELAP), Laboratory ID # 10952. GCI participates in a round-robin style interlaboratory sample exchange program and has developed and implemented an intralaboratory Quality Assurance/Quality Control program to ensure accuracy and consistency of results.

## SAMPLE PREPARATION:

The sample is prepared according to Item 198.4 (TEM Method for Identifying and Quantitative asbestos in Non-Friable Organically Bound Bulk samples) of the Environmental Laboratory Approval Program (ELAP) Certification Manual for New York State. The method is based on Chatfield's Determination of Asbestos in Resilient Floor Tile (1991), and is briefly summarized here.

Extraneous materials are first removed from the submitted sample. Mastic is treated separately where applicable. Approximately 100 - 500 mg of the total sample is shave off into a tared crucible. Organics are removed by placing the covered crucible in a 480°C muffle furnace overnight or until the weight stabilizes. The sample is reweighed. The sample is then dissolved in 0.5 ml of double 0.1  $\mu$ m filtered distilled water and 2.5 ml of HCL to remove the mineral-carbonate fraction. The slurry is diluted with filtered distilled water, and filtered. The deposit (final residue) is reweighed after drying and subtracting out the filter weight.

A section of the filter is sectioned and the residue resuspended in 0.1 $\mu$ m filtered ethanol and ultrasonicated. A droplet (3  $\mu$ l) of this resuspension is placed on each of two grids and dried. The sample grids may be coated with a thin layer of carbon. The sample is ready for TEM examination.

## ANALYSIS METHODOLOGY:

Both grids are analyzed in the TEM, first at low and then at high magnification. An estimation of the amount of asbestos present is performed. Asbestos is identified at high magnification (10 - 20,000 x) by morphology, selected area electron diffraction (SAED), and energy dispersive X-ray analysis (EDXA). When asbestos is identified a representative EDXA spectrum is stored on a computer disk. The EDXA file identification is recorded on the work sheet and kept on file at the laboratory.

Analysis is performed with the Hitachi 600 AB - Analytical Transmission Electron Microscope (ATEM), and the PGT System 4+ Microanalyzer.

## REPORTING OF RESULTS:

Percentages were calculated based upon the original weight, weight after ashing, weight after acid washing, and visual percent estimation from the final residue. For samples which contain no asbestos, "no asbestos detected" is reported. For samples with asbestos, the type and percentage of each is reported as well as the total asbestos percentage. Both prepared grids are examined in the TEM except in the case where the final asbestos concentration will exceed 10%. In this case only one grid preparation may be used.

## SAMPLE ARCHIVING

Sample cassettes are stored for a minimum of 30 days. After this period, the cassettes are disposed of or returned to the client upon their request. Prepared grids will be stored for a period of 3 years.

## DISCLAIMER

- \* The variability of these results may be greater than 10% relative standard deviations at 85% chrysotile residues, reference New York State Department of Health. The accuracy of this method is not completely known at this time. Every effort is made to limit potential bias.
- \* GCI assumes no responsibility for financial or health consequences for action or lack of action taken by our clients or their agents as a result of these analytical reports. GCI can only attest to the validity, accuracy and completeness of sample collection which was performed by GCI personnel. GCI is neither responsible nor liable for information provided by the client.
- \* This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government.
- \* This data pertains only to the sample(s) provided.
- \* This report must not be reproduced without the full approval of GCI.

Should you have any questions concerning the analytical report or the above, please contact GCI at 717-823-9069.



