SEVENTEENTH AMENDMENT
TO COMMERCIAL CONDOMINIUM
OFFERING PLAN
FOR
TRUMP SOHO HOTEL CONDOMINIUM NEW YORK

This Seventeenth Amendment (this "Amendment") modifies and supplements the terms of the Commercial Condominium Offering Plan for the premises known as Trump SoHo Hotel Condominium New York, 246 Spring Street, New York, New York 10013, first accepted for filing on August 3, 2007 (as amended, the "Plan"), and is incorporated into and should be read in conjunction with the Plan. The terms of this Amendment are as follows:

1. Financial Statements and 2013 Condominium Budget

The financial statements for the years ending December 31, 2011 and December 31, 2012 are not available at this time and Sponsor will amend the Plan when they are available.

The Board of Managers has adopted the budget attached hereto as Exhibit A-1 for the calendar year 2013. Certifications by Sponsor's budget expert as to the adequacy of the revised budget and as to the adequacy of Common Charges payable by the Commercial Unit Owners are attached hereto as Exhibit A-2.

2. Updated Schedule A

Schedule A in Part I of the Plan (entitled "Schedule of Offering Prices and Other Related Information") is hereby deemed amended and restated in its entirety as set forth on Exhibit B attached hereto and made a part hereof. The updated Schedule reflects the updated common charges for the Units based on the 2013 condominium budget as well as the updated real estate tax amounts for the Units.

3. Financial Obligations

The following financial information is a required disclosure of all offering plans for buildings in which a sponsor or holder of unsold units own more than ten percent of the units, even if there were no material change in the financial position of the sponsor or holder of unsold units and all payments are current.

(a) Set forth on Exhibit C annexed hereto is a list of the Unsold Hotel Suite Units owned by Sponsor. As of March 14, 2013, the aggregate monthly Operating Common Charges payable by Sponsor to the Condominium with respect to the Unsold Hotel Suite Units equals approximately $466,184.32; the aggregate monthly Overhead Common Charges payable for all Unsold Hotel Suite Units totals approximately $774,433.18; and the

aggregate monthly real estate taxes for the current fiscal year with respect to the Unsold Hotel Suite Units equals approximately $285,312.91.

(b) Financial Obligations to Lenders. Construction financing that had been made available to Sponsor by SFI Belmont LLC, as successor-in-interest to iStar Tara LLC, presently encumbers the Unsold Units. As of February 28, 2013, the outstanding principal amount of said financing was $95,786,444.01. The Sponsor is current in its obligations under the mortgage and has been current in said obligations for the 12 month period prior to the filing of this Amendment.

(c) Sponsor will fund its obligations to pay monthly common charges to the Condominium from the proceeds of sales of the Unsold Units. If such projected sales are not made, Sponsor may elect to rent any of the Unsold Units as permitted under the Plan and apply rental income to fund such common charges. In the event that the proceeds of sales or such rentals is not sufficient to pay monthly common charges, Sponsor has the financial resources to pay same.

(d) The Sponsor is current on all financial obligations referred to in this Amendment and to the Condominium. Sponsor has been current on all such financial obligations since the First Closing.

(e) Neither Sponsor nor principals of Sponsor owns more than ten percent of the Unsold Shares or Unsold Units in other buildings in the State of New York.

4. **Condominium Board**

The present officers and members of the Board of Managers, designated by Sponsor, are as follows:

Name:	Title:
Donald J. Trump	President
Alex Sapir	Vice-President/Secretary
Julius Schwarz	Treasurer

5. **Revised Escrow Trust Fund Regulations**

The Department of Law has revised its regulations to eliminate the Attorney General's authority to adjudicate disputes regarding the deposition of deposits, down payments, or advances ("Deposits") received by Sponsor pursuant to New York General Business Law ("GBL") §§ 352-3(2-b) and 352-h. The changes only impact Purchasers who have not received a fully executed Purchase Agreement prior to the date of service of this Amendment. For all other Purchasers, the disclosures set forth in the Procedure to Purchase and Escrow and Trust Fund Requirements Sections of the Plan shall continue to govern.

The Section of the Plan entitled "Escrow and Trust Fund Requirements" is hereby replaced with the following disclosures set forth herein. The form of Purchase Agreement as set forth in Part II of the Plan, is hereby replaced with the revised Purchase Agreement attached hereto as Exhibit D. The Escrow Agreement as set forth in Part II of the Plan is hereby replaced with provisions of the revised form of Purchase Agreement as set forth therein.

The Escrow Agent:

The law firm of Kurzman Eisenberg Corbin & Lever, LLP, with and address at 1 North Broadway, White Plains, New York 10601, telephone number 914-285-9800, shall serve as the escrow agent ("Escrow Agent") for Sponsor and Purchaser in connection with the sales of Unit. Escrow Agent has designated the following attorneys to serve as signatories: Stuart Berg, Steven M. Goldman, Stephen Levy, Lee Corbin, and Christine Konefal. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at Hudson Valley Bank, located at 60 East 42nd Street, New York, New York 10165, a bank authorized to do business in the State of New York. The escrow account is entitled Kurzman Eisenberg Corbin & Lever, LLP, Master Escrow Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured.

All Deposits received by Purchasers shall be in the form of checks or by wire transfers of immediately available funds, and shall be made payable to the order of Kurzman Eisenberg Corbin & Lever, LLP, as Escrow Agent. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently 0.40%. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The Purchase Agreement:

The form of Purchase Agreement revised to reflect the foregoing, is attached hereto as Exhibit D. The revised escrow provisions are included in Paragraph 4 of the Purchase Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser:

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. With ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

Release of Funds:

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to the terms and conditions set forth in the Purchase Agreement upon closing of title to the Unit; or

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

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

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written

notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Building is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan.

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

Waiver Void:

Any provision of any Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

6. Extension of Filing Period

The effective period for the term of the Plan is extended for a period of six (6) months from the filing of this Amendment.

7. Definitions

Except as otherwise herein defined, all capitalized terms used in this Amendment which are defined in the Plan shall have the respective meaning ascribed to such terms in the Plan.

8. Incorporation of the Plan

The Plan, as modified and supplemented by this Amendment, is incorporated herein by this reference with the same force and effect as if set forth at length.

9. **No Material Changes in the Plan**

There have been no material changes in the Plan except as set forth in this Amendment. The Plan, as hereby amended, does not knowingly omit any material fact.

Dated: May 3, 2013

BAYROCK/SAPIR ORGANIZATION LLC

EXHIBIT A-1
to 17th Amendment to Offering Plan

2013 Budget

See Attached.

TRUMP SOHO HOTEL CONDOMINIUM NEW YORK
BUDGET FOR PROJECTED FIRST YEAR OF CONDOMINIUM OPERATION
January 1, 2013 to December 31, 2013 (Note 1)

CONDOMINIUM OPERATING AND OVERHEAD BUDGET	BUDGET TOTAL	MEANS OF ALLOCATION	HOTEL SUITE UNITS	COMMERCIAL UNITS
ESTIMATED INCOME (Note 2)				
Operating Common Charges	$ 13,096,274		$ 12,354,574	$ 740,700
Overhead Common Charges	$ 7,437,063		$ 7,437,063	
TOTAL INCOME	$ 20,532,337			
OPERATING COMMON EXPENSES				
Payroll and Related Wages				
Administration and General (Note 3)	$ 6,613,365	Hotel Suite Units	$ 6,613,365	$ -
Property Operation and Maintenance (Note 4)	$ 1,477,572	Square Footage	$ 1,283,284	$ 194,289
TOTAL COMMON PAYROLL AND WAGES	$ 8,090,937		$ 7,896,648	$ 194,289
Utilities				
Electricity - Hotel Suite (Note 5)	$ 990,881	Hotel Suite Units	$ 990,881	$ -
Electricity - Common Elements (Note 5)	$ 166,297	Square Footage	$ 104,983	$ 61,314
Steam (Note 6)	$ 552,200	Estimated Usage	$ 103,106	$ 449,094
Water Charges and Sewer Rent (Note 7)	$ 298,451	Estimated Usage	$ 217,869	$ 80,582
Gas	$ 6,584	Square Footage	$ 6,584	$ -
TOTAL UTILITIES	$ 2,314,412		$ 2,023,422	$ 290,990
Building Maintenance				
Repairs Supplies and Maintenance (Note 8)	$ 1,513,394	Square Footage	$ 1,314,395	$ 198,999
TOTAL COMMON BUILDING MAINTENANCE	$ 1,513,394		$ 1,314,395	$ 198,999
Administrative Costs				
Insurance (Note 9)	$ 429,088	Square Footage	$ 372,666	$ 56,422
Legal and Audit (Note 10)	$ 112,000	Hotel Suite Units	$ 112,000	$ -
Operations: Rooms, Telephone, Fitness Center, A&G (Note 11)	$ 635,442	Hotel Suite Units	$ 635,442	$ -
General Common Expenses (Note 12)		Square Footage	$ -	$ -
TOTAL ADMINISTRATIVE	$ 1,176,530		$ 1,120,108	$ 56,422
TOTAL OPERATING COMMON EXPENSES	$ 13,096,274		$ 12,354,574	$ 740,700
			$ -	$ -
OVERHEAD EXPENSES (Note 13)				
Payroll and Related Wages (Note 14)	$ 5,063,708	Hotel Suite Units	$ 5,063,708	$ -
Administration and General (Note 15)	$ 771,005	Hotel Suite Units	$ 771,005	$ -
Operating Rooms (Note 16)	$ 898,920	Hotel Suite Units	$ 898,920	$ -
Operating Sales (Note 17)	$ 2,437,708	Hotel Suite Units	$ 2,437,708	$ -
Condominium Income Credit (Note 18)	$ (1,737,277)	Hotel Suite Units	$ (1,737,277)	$ -
TOTAL OVERHEAD COMMON CHARGES	$ 7,437,063		$ 7,437,063	$ -

TOTAL OPERATING AND OVERHEAD COMMON CHARGES (Note 19)	$ 20,532,337	$ 19,791,637	$ 740,700

Total Property Operation and Maintenance Wages

(Common Expenses)

	Number of Positions		Total
Management Payroll	2.00	$	248,062
Hourly Payroll	11.00	$	659,774
Bonus		$	42,873
Subtotal		$	950,709
Taxes & Benefits		$	526,864
TOTAL POMEC WAGES		**$**	**1,477,572**

Repairs, Supplies and Maintenance Budget
(Common Expenses)

Category		Total	Category		Total
Building Material Supplies	$	36,000	Maintenance Contract	$	98,400
Bulbs	$	46,800	Marble & Metal Maintenance	$	80,736
Computer Equipment Repair and Maintenance	$	324,498	Miscellaneous	$	6,000
Curtains/Drapes	$	12,000	Painting	$	66,000
Electrical & Mechanical	$	67,500	Plumbing & Sewage	$	60,000
Elevator Contracts	$	94,000	Repairs and Maintenance/Contract Servic	$	156,000
Engineer Supplies, Hardware,& Tools	$	70,000	Snow Removal	$	10,500
Exterminating/Pest Control	$	10,800	Telephone	$	2,160
Floor Covering	$	49,500	Television Equipment Maintenance	$	12,000
Furniture Supply	$	33,600	Uniforms	$	6,000
Grounds Maintenance & Landscaping	$	27,600	Waste Removal	$	45,600
Heating & Air Conditioning	$	70,900	Water Chemical Treatment	$	13,200
Laundry / Autovalet	$	4,800	Window Washing	$	74,000
Life Safety - Fire Alarm Syst Monitor	$	34,800			
			TOTAL	$	1,513,394

Operating and Miscellaneous Administrative Expenses
(Common Expenses)

Category		Total
Rooms		
Cable Television	$	209,436
Telephone		
Equipment	$	14,000
Fitness Center/Pool		
Operating Expenses & Contract Services	$	83,358
Administration and General		
Travel and Entertainment	$	20,400
Dues and Subscriptions	$	40,000
Payroll Service Fee	$	81,200
Uniforms	$	3,000
Printing and Stationary	$	34,800
Telephone	$	30,000
Postage	$	28,800
Human Resources Expense (Training, Relocation, Recruitment)	$	53,300
Systems Expenses	$	37,148
TOTAL	**$**	**635,442**

Total Administration and General Payroll Budget
(Operating Common Expenses)

Job Category	Total Salary	Total
Executive Offices		
General Manager	$ 349,680	
EAM Rooms	$ 155,457	
Secretary	$ 56,060	
Owner Relations Manager	$ 68,589	
Total		$ 629,787
Comptroller		
Comptroller	$ 132,290	
Assistant Comptroller	$ 76,388	
Staff Accountant	$ 51,498	
Director of IT & Agent	$ 209,903	
Total		$ 470,079
Front Desk and Service		
Front of House Manager	$ 86,868	
Night Manager	$ 54,875	
Assistant Front Office Manager	$ 83,140	
Front Desk Agent	$ 238,047	
Concierge Agents	$ 138,365	
Doormen	$ 199,446	
Telephone Agents	$ 429,495	
Pool Attendants	$ 25,656	
Total		$ 1,255,892
Housekeeping		
Director of Housekeeping	$ 107,639	
Housemen	$ 465,049	
Uniform/Valet	$ 196,775	
Dispatch	$ 91,862	
Total		$ 861,325
Human Resources		
Coordinator	$ 46,412	
Total		$ 46,412

Security		
Director of Security	$ 79,374	
Security Supervisor	$ 111,462	
Security Agents	$ 717,929	
Total Security		$ 908,765
Purchasing		
Purchasing Manager		
Receiver		
Total		$ -
Benefits		**$ 2,239,371**
Bonus Accrual		**$ 201,735**
TOTAL OPERATING PAYROLL		**$ 6,613,365**

Total Payroll and Related Wages
(Overhead Expenses)

Job Category	Total Salary	Total
Rooms Payroll		
Assistant Front Office Manager	$ 83,140	
Front Office Agents	$ 238,047	
Rooms Controller	$ 55,590	
Assistant Housekeeping Manager	$ 65,926	
Housekeeping Manager	$ 262,867	
Attache Manager	$ 65,850	
Attache Coordinators	$ 159,733	
Dispatch	$ 91,862	
Bellman	$ 194,152	
Overnight Bellman	$ 34,590	
Concierge Agents	$ 138,365	
Total		$ 1,390,123
Human Resources		
Director	$ 129,983	
Training Manager	$ 72,261	
Benefits Administrator	$ 53,049	
Total		$ 255,293
Accounting Payroll		
Credit Manager	$ 66,661	
Payroll/OC	$ 43,527	
Income Audit/AP/AR	$ 137,372	
Total		$ 247,560
Sales Payroll		
Director of Sales & Marketing	$ 160,022	
Marketing Manager	$ 87,876	
Group Sales Managers	$ 271,807	
Transient Sales Managers	$ 284,665	
Revenue Manager	$ 54,868	
Secretary	$ 137,372	

Total		$ 996,611
Reservations		
Reservations Agents	$ 156,042	
Res Center	$ 146,746	
Total		$ 302,788
Benefits		**$ 1,650,305**
Bonus Accrual		**$ 221,028**
TOTAL OVERHEAD PAYROLL		**$ 5,063,708**

OPERATING ROOMS EXPENSES
(Overhead Expenses)

Category		Total
China	$	9,247
Cleaning Supplies	$	69,355
Complimentary Guest Services	$	154,005
Computer / System Services	$	4,200
Contract Cleaning	$	80,914
Flowers	$	98,400
Rooms Miscellaneous	$	6,000
Music System	$	2,520
Operating Supplies	$	80,914
Printing and Stationery	$	80,914
Rental of Equipment	$	5,400
Telephone	$	6,000
Uniform Cleaning	$	84,000
Uniform Supplies	$	48,000
Cost of Sales - Telephone/Internet	$	169,049
TOTAL	**$**	**898,920**

ADMINISTRATION AND GENERAL OPERATING EXPENSE
(Overhead Expenses)

Category		Total
Armored Car Service	$	5,400
Bad Debt	$	14,400
Bank Fees	$	1,800
Contract Services	$	30,000
Employee Relations	$	49,500
Miscellaneous	$	60,000
Operating/Office Supplies	$	6,000
Permits & Licenses	$	6,000
Security Equipment	$	6,000
Office Rent	$	542,313
Management Fee (non-rooms rev)	$	52,592
TOTAL	$	774,005

Operating Sales Expenses
(Overhead Expenses)

Category		Total
Client Relation Gifts	$	38,400
Complimentary Rooms	$	69,907
Consortia Directories and Programs	$	12,930
Corporate Quality Assurance	$	5,000
Direct Mail	$	15,000
Dues and Subscriptions	$	106,462
E Marketing and Web Base Advertising	$	202,000
Entertainment	$	105,250
GDS Advertising	$	24,000
GDS Fees	$	51,300
Local Tactical Advertising	$	16,938
Marketing Services	$	80,268
National and International Image Advertising	$	850
Photography	$	20,000
Postage	$	6,000
Printing and Stationery	$	18,000
Public Relations Fee - Local	$	108,000
Public Relations Other Expenses	$	8,400
Quality Assurance	$	36,000
Sales Representation	$	94,800
Special Event	$	11,000
Telephone	$	8,400
Trade Shows	$	122,225
Travel Expense	$	152,400
Trump Marketing Fee (PR, Advertising, Regic	$	1,124,179
TOTAL	$	2,437,708

Total Other Income
(Overhead Credit)

Category	Total
Laundry/Valet	$161,829
In-Room Movies	$28,898
Telephone	$134,341
Internet	$542,962
Limosine	$52,016
Other Income	$225,404
No Show Revenue	$108,756
Attrition & Cancellation	$148,248
Labor Allocations	$334,822
TOTAL	**$1,737,277**

"PER USE" NIGHTLY BUDGET (18)

PAYROLL

Position	Amount
AM/PM Agents	$ 3,371,842
Housemen	$ 465,049
Benefits	$ 2,332,436
Total Per Use Payroll	$ 6,169,327

OPERATING EXPENSES

Category	
Outside Laundry Linen	$ 681,993
Linen Supplies	$ 277,421
Guest Supplies	$ 722,450
Guest Amenities	$ 346,776
Total Per Use Expenses	$ 2,028,639
Total Per Use Payroll Expenses	$ 6,169,327
TOTAL PER USE BUDGET (19)	**$ 8,197,966**

EXHIBIT A-2
to 17th Amendment to Offering Plan

Budget Certifications

See Attached.

HOSPITALITY DEVELOPMENT CONSULTING, LLC.
20 Exchange Place #2201
New York, NY 10005

CERTIFICATION OF SPONSOR'S EXPERT
ON ADEQUACY OF CONDOMINIUM BUDGET PUSUANT TO
SECTION 20.4(d) OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

February 25, 2013

New York State Department of Law
120 Broadway
New York, New York 10271
Attn: Investment Protection Bureau

Re: Trump SoHo Hotel Condominium New York
246 Spring Street, New York, New York 10013

The undersigned, Hospitality Development Consulting, LLC, is a real estate advisory firm engaged in the management of and/or consultant to numerous hotel or mixed use projects in the State of New York over the last six years.

The sponsor of the condominium offering plan for the above captioned property retained us to review schedule B (together with the notes thereto, the "Schedule") to the offering plan containing projections of income and expenses of the Condominium for the fiscal year January 1, 2013 to December 31, 2013.

Our relevant experience in the field includes consulting responsibilities for numerous leading hotel operating entities and real estate development companies, most experienced at the level of quality relevant to the Trump SoHo Hotel Condominium New York.

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 Schedule and investigated the facts set forth in the Schedule and the facts underlying them with due diligence in order to form a basis for this certification. We also have relied on our more than twenty five (25) years experience in the design, development, and management of mixed use buildings in Manhattan.

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 of the Condominium for the fiscal year January 1, 2013 to December 31, 2013.

We certify that the schedule:

(i) sets forth in detail the projection of income and expenses for the projected first year of condominium operation:

(ii) affords potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the projected first year of condominium operation;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of 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; and

(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 have no financial interest in 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 fiscal year January 1, 2013 to December 31, 2013.

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.

HOSPITALITY DEVELOPMENT CONSULTING, LLC

By: _____

Name: Thomas P. Downing
Title: Owner

Sworn to me this March 5, 2013
~~day of February, 2013~~;

_____
Notary Public

IRENE Y. LAI
NOTARY PUBLIC, STATE OF NEW YORK
No. 31-4934085 Qualified in New York County
Commission Expires June 13, 20 14

HOSPITALITY DEVELOPMENT CONSULTING, LLC.
20 Exchange Place #2201
New York, NY 10005

CERTIFICATION OF SPONSOR'S EXPERT
ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER(S) PURSUANT TO SECTION 20.4(e) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

February 25, 2013

New York State Department of Law
120 Broadway
New York, New York 10271
Attn: Investment Protection Bureau

Re: Trump SoHo Hotel Condominium New York
246 Spring Street, New York, New York 10013

The undersigned, Hospitality Development Consulting, LLC, is a real estate advisory firm engaged in the management of and/or consultant to numerous hotel or mixed use projects in the State of New York over the last six years.

The sponsor of the condominium offering plan for the above captioned property retained us to review schedule B (together with the notes thereto, the "Schedule") to the offering plan containing projections of income and expenses of the Condominium for the fiscal year January 1, 2013 to December 31, 2013.

Our relevant experience in the field includes consulting responsibilities for numerous leading hotel operating entities and real estate development companies, most experienced at the level of quality relevant to the Trump SoHo Hotel Condominium New York.

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 Schedule and investigated the facts set forth in the Schedule and the facts underlying them with due diligence in order to form a basis for this certification. We also have relied on our more than twenty five (25) years experience in the design, development, and management of mixed use buildings in Manhattan.

We certify that the projections in Schedule B for common charges payable by the owner(s) of commercial unit(s) appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit(s) for the fiscal year January 1, 2013 to December 31, 2013, and that the allocation of common charges attributable to the commercial unit(s) also reflects the special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in the Schedule for the common charges payable by the owner(s) of the commercial unit(s):

(i) sets forth in detail the projected common charges for the commercial unit(s) for the projected first year of condominium operation:

(ii) affords potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner(s) of the commercial unit(s) during the projected first year of condominium operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances; and

(vii) do 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 have no financial interest in 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 common charges fairly attributable to the commercial unit(s) for the fiscal year January 1, 2013 to December 31, 2013.

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.

HOSPITALITY DEVELOPMENT CONSULTING, LLC

By: _____

Name: Thomas P. Downing
Title: Owner

Sworn to me this March 5, 2013
~~day of February, 2013~~:

_____
Notary Public

IRENE Y. LAI
NOTARY PUBLIC, STATE OF NEW YORK
No 31-4934085, Qualified in New York County
Commission Expires June 13, 20_14

EXHIBIT B
to 17th Amendment to Offering Plan

Revised Schedule A

See Attached.

Trump SoHo Hotel Condominium New York
246 Spring Street, New York, NY 10013

Schedule of Offering Prices and Related Information (1)
for the Period from January 1, 2013 to December 31, 2013

FLOOR	UNIT	Number of Bedrooms/ Bathrooms	Approx. Unit Area (Sq. Feet) (2)	Approx. Terrace Area/Amenity Area (Sq. Feet) (2)	Offering Price (Per Unit) $ (3)	Common Interest (4)	Proportionate Share of Total Hotel Suite Common Interest and Total Commercial Unit Common Interest(4)	Projected Monthly Overhead Common Charges $ (5)	Projected Monthly Operating Common Charges $ (5)	Projected Monthly R.E. Taxes $ (6)	Projected Annual R.E. Taxes $ (6)**	Projected Total Monthly Common Charges, and Real Estate Taxes $
8 07	807	1 1	823	442	1,858,000	0.2847%	0.3277%	2,031.27	3,373.36	1,242.62	14,911.48	6,647.26
8 09	809	1 1	741	*	1,699,000	0.2607%	0.3002%	1,860.31	3,090.38	1,137.87	13,654.49	6,088.56
8 10	810	1 1	775	*	1,775,000	0.2710%	0.3120%	1,933.52	3,211.99	1,182.83	14,193.94	6,328.34
9 01	901	0 1	532		1,250,000	0.1556%	0.1792%	1,110.39	1,844.60	679.15	8,149.74	3,634.13
9 02	902	0 1	422		907,500	0.1200%	0.1381%	856.08	1,422.14	523.76	6,285.14	2,801.99
9 03	903	1 1	905		2,146,000	0.2710%	0.3120%	1,933.83	3,212.52	1,182.83	14,193.94	6,329.18
9 05	905	1 1	754		1,717,000	0.2264%	0.2606%	1,615.25	2,683.28	988.17	11,858.00	5,286.69
9 06	906	0 1	453		1,073,000	0.1341%	0.1544%	956.89	1,589.60	585.30	7,023.62	3,131.79
9 07	907	1 1.5	791		1,787,000	0.2305%	0.2654%	1,644.58	2,732.01	1,006.06	12,072.71	5,382.65
9 08	908	0 1	474		1,120,000	0.1381%	0.1590%	985.53	1,637.17	602.77	7,233.18	3,225.47
9 09	909	1 1.5	741		1,699,000	0.2203%	0.2537%	1,572.19	2,611.76	961.54	11,538.45	5,145.49
9 10	910	1 1.5	775		1,775,000	0.2315%	0.2666%	1,652.04	2,744.39	1,010.42	12,125.08	5,406.85
9 11	911	0 1	460		1,227,500	0.1314%	0.1513%	937.42	1,557.25	573.52	6,882.26	3,068.19
9 12	912	0 1	540		1,261,000	0.1542%	0.1775%	1,100.08	1,827.47	673.04	8,076.44	3,600.58
10 01	1001	0 1	532		1,254,000	0.1542%	0.1775%	1,100.08	1,827.47	673.04	8,076.44	3,600.58
10 02	1002	0 1	422		1,150,000	0.1231%	0.1417%	878.23	1,458.93	537.29	6,447.49	2,874.45
10 03	1003	0 1	488		935,000	0.1518%	0.1748%	1,083.35	1,799.69	662.56	7,950.72	3,545.60
10 04	1004	0 1	425		907,500	0.1258%	0.1448%	897.70	1,491.28	549.07	6,588.90	2,938.06
10 05	1005	1 1	754		1,721,000	0.2268%	0.2612%	1,618.77	2,689.13	989.91	11,878.94	5,297.81
10 06	1006	0 1	453		1,077,000	0.1345%	0.1549%	959.94	1,594.67	587.05	7,044.55	3,141.66
10 07	1007	1 1.5	791		1,791,000	0.2308%	0.2657%	1,646.87	2,735.81	1,007.37	12,088.45	5,390.06
10 08	1008	0 1	474		940,500	0.1384%	0.1594%	987.82	1,640.98	604.07	7,248.87	3,232.87
10 09	1009	1 1.5	741		1,188,000	0.2208%	0.2542%	1,575.33	2,616.96	963.72	11,564.64	5,156.00
10 10	1010	1 1.5	781		1,792,000	0.2360%	0.2717%	1,684.13	2,797.71	1,030.06	12,360.77	5,511.90
10 11	1011	0 1	460		940,500	0.1318%	0.1517%	940.47	1,562.32	575.27	6,903.20	3,078.06
10 12	1012	0 1	540		1,265,000	0.1545%	0.1779%	1,102.37	1,831.28	674.34	8,092.13	3,607.99
11 01	1101	0 1	532		1,258,000	0.1546%	0.1780%	1,103.13	1,832.54	674.78	8,097.38	3,610.46
11 02	1102	0 1	422		1,016,000	0.1236%	0.1423%	882.05	1,465.27	539.47	6,473.67	2,886.80
11 03	1103	0 1	488		940,500	0.1470%	0.1703%	1,055.57	1,753.52	645.54	7,746.45	3,454.63
11 04	1104	0 1	425		995,000	0.1299%	0.1496%	927.11	1,540.12	566.97	6,803.66	3,034.20
11 05	1105	1 1	754		1,725,000	0.2273%	0.2617%	1,621.90	2,694.33	992.09	11,905.12	5,308.32
11 06	1106	0 1	453		1,081,000	0.1350%	0.1554%	963.00	1,599.75	589.23	7,070.79	3,151.98
11 07	1107	1 1.5	791		1,795,000	0.2312%	0.2662%	1,649.93	2,740.89	1,009.12	12,109.39	5,399.93
11 08	1108	0 1	474		1,128,000	0.1390%	0.1600%	991.64	1,647.32	606.69	7,280.30	3,245.65
11 09	1109	1 1.5	741		1,707,000	0.2213%	0.2548%	1,578.85	2,622.81	965.90	11,590.82	5,167.56
11 10	1110	1 1.5	781		1,796,000	0.2434%	0.2803%	1,736.97	2,885.48	1,062.36	12,748.38	5,684.81
11 11	1111	0 1	460		1,235,500	0.1322%	0.1522%	943.52	1,567.40	577.01	6,924.13	3,087.93
11 12	1112	0 1	540		1,001,000	0.1549%	0.1784%	1,105.42	1,836.35	676.09	8,113.07	3,617.86
12 01	1201	0 1	532		1,262,000	0.1551%	0.1786%	1,106.95	1,838.89	676.96	8,123.51	3,622.80
12 02	1202	0 1	422		1,019,000	0.1240%	0.1428%	885.10	1,470.35	541.22	6,494.66	2,896.67
12 03	1203	0 1	488		1,191,000	0.1485%	0.1710%	1,059.87	1,760.68	648.15	7,777.83	3,468.70
12 04	1204	0 1	425		1,028,000	0.1268%	0.1460%	904.58	1,502.70	553.44	6,641.32	2,960.72

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for the Period from January 1, 2013 to December 31, 2013

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12 05	1205	1 1	754		1,729,000	0.2278%	0.2623%	1,625.81	2,700.83	994.27	11,931.25	5,320.91
12 06	1206	0 1	453		1,085,000	0.1396%	0.1607%	995.84	1,654.30	609.31	7,311.73	3,259.45
12 07	1207	1 1.5	791		1,799,000	0.2318%	0.2668%	1,653.75	2,747.23	1,011.73	12,140.77	5,412.71
12 08	1208	0 1	474		951,500	0.1394%	0.1606%	995.07	1,653.03	608.44	7,301.24	3,256.54
12 09	1209	1 1.5	741		1,711,000	0.2218%	0.2554%	1,582.76	2,629.31	968.08	11,617.00	5,180.16
12 10	1210	1 1.5	781		1,800,000	0.2370%	0.2729%	1,691.18	2,809.41	1,034.43	12,413.14	5,535.01
12 11	1211	0 1	460		1,101,000	0.1328%	0.1529%	947.34	1,573.74	579.63	6,955.51	3,100.71
12 12	1212	0 1	540		1,273,000	0.1554%	0.1790%	1,109.24	1,842.69	678.27	8,139.30	3,630.21
14 01	1401	0 1	532		1,266,000	0.1558%	0.1794%	1,111.92	1,847.13	680.02	8,160.18	3,639.06
14 02	1402	0 1	422		1,023,000	0.1247%	0.1436%	889.69	1,477.96	544.28	6,531.34	2,911.92
14 03	1403	0 1	488		1,195,000	0.1491%	0.1716%	1,063.79	1,767.18	650.77	7,809.26	3,481.73
14 04	1404	0 1	425		1,032,000	0.1312%	0.1511%	936.27	1,555.35	572.65	6,871.77	3,064.26
14 05	1405	1 1	682		1,574,000	0.2061%	0.2373%	1,470.83	2,443.36	899.56	10,794.68	4,813.74
14 06	1406	0 1	435		919,600	0.1296%	0.1492%	924.81	1,536.32	565.66	6,787.97	3,026.80
14 07	1407	1 1.5	791		1,803,000	0.2393%	0.2755%	1,707.59	2,836.67	1,044.47	12,533.61	5,588.72
14 08	1408	0 1	474		1,136,000	0.1401%	0.1613%	999.66	1,660.64	611.49	7,337.92	3,271.79
14 09	1409	1 1.5	741		1,715,000	0.2289%	0.2636%	1,633.64	2,713.83	999.08	11,988.92	5,346.55
14 10	1410	1 1.5	781		1,804,000	0.2375%	0.2735%	1,695.09	2,815.91	1,036.61	12,439.32	5,547.61
14 11	1411	0 1	460		1,245,500	0.1333%	0.1535%	951.16	1,580.09	581.81	6,981.69	3,113.05
14 12	1412	0 1	540		1,277,000	0.1561%	0.1798%	1,114.21	1,850.94	681.33	8,175.93	3,646.47
15 01	1501	0 1	532		1,017,500	0.1565%	0.1802%	1,116.50	1,854.75	683.07	8,196.86	3,654.31
15 02	1502	0 1	422		1,171,000	0.1253%	0.1443%	894.27	1,485.57	546.89	6,562.72	2,926.73
15 03	1503	0 1	488		1,399,125	0.1497%	0.1724%	1,068.48	1,774.98	653.39	7,840.69	3,496.85
15 04	1504	0 1	425		1,036,000	0.1280%	0.1474%	913.74	1,517.92	558.68	6,704.12	2,990.34
15 05	1505	1 1	682		1,578,000	0.2129%	0.2452%	1,519.36	2,523.98	929.24	11,150.91	4,972.58
15 06	1506	0 1	435		1,052,000	0.1302%	0.1500%	929.40	1,543.93	568.28	6,819.35	3,041.61
15 07	1507	1 1.5	791		1,807,000	0.2331%	0.2684%	1,663.29	2,763.09	1,017.41	12,208.92	5,443.79
15 08	1508	0 1	474		962,500	0.1407%	0.1620%	1,004.24	1,668.26	614.11	7,369.35	3,286.60
15 09	1509	1 1.5	741		1,719,000	0.2230%	0.2568%	1,591.37	2,643.61	973.32	11,679.86	5,208.31
15 10	1510	1 1.5	781		1,808,000	0.2383%	0.2743%	1,700.18	2,824.36	1,040.10	12,481.25	5,564.64
15 11	1511	0 1	460		1,109,000	0.1340%	0.1543%	956.13	1,588.33	584.87	7,018.42	3,129.33
15 12	1512	0 1	540		1,017,500	0.1568%	0.1805%	1,118.79	1,858.55	684.38	8,212.60	3,661.72
16 01	1601	0 1	532		1,274,000	0.1626%	0.1872%	1,160.03	1,927.06	709.70	8,516.41	3,796.79
16 02	1602	0 1	422		1,030,000	0.1315%	0.1514%	938.18	1,558.52	573.95	6,887.46	3,070.65
16 03	1603	0 1	488		962,500	0.1561%	0.1797%	1,113.88	1,850.40	681.33	8,175.93	3,645.61
16 04	1604	0 1	425		935,000	0.1342%	0.1545%	957.65	1,590.87	585.74	7,028.86	3,134.26
16 05	1605	1 1	682		1,582,000	0.2132%	0.2455%	1,521.31	2,527.23	930.55	11,166.60	4,979.10
16 06	1606	0 1	435		935,000	0.1365%	0.1571%	973.69	1,617.51	595.78	7,149.34	3,186.98
16 07	1607	1 1.5	791		1,811,000	0.2392%	0.2754%	1,706.82	2,835.40	1,044.03	12,528.37	5,586.25
16 08	1608	0 1	474		1,144,000	0.1468%	0.1691%	1,047.77	1,740.57	640.74	7,688.84	3,429.07
16 09	1609	1 1.5	741		1,723,000	0.2294%	0.2641%	1,636.77	2,719.03	1,001.26	12,015.10	5,357.07
16 10	1610	1 1.5	781		1,812,000	0.2446%	0.2817%	1,745.58	2,899.78	1,067.60	12,811.23	5,712.96
16 11	1611	0 1	460		1,259,000	0.1347%	0.1551%	961.47	1,597.21	587.92	7,055.05	3,146.60

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16	12	1612	0 1	540	1,285,000	0.1621%	0.1867%	1,156.97	1,921.98	707.52	8,490.22	3,786.47
17	01	1701	0/1	532	1,278,000	0.1633%	0.1880%	1,165.37	1,935.94	712.75	8,553.03	3,814.06
17	02	1702	0 1	422	1,236,500	0.1323%	0.1524%	944.29	1,568.67	577.44	6,929.33	3,090.40
17	03	1703	0 1	488	968,000	0.1569%	0.1807%	1,119.75	1,860.15	684.82	8,217.80	3,664.72
17	04	1704	0/1	425	940,500	0.1350%	0.1554%	963.00	1,599.75	589.23	7,070.79	3,151.98
17	05	1705	1 1	682	1,586,000	0.2140%	0.2464%	1,526.79	2,536.34	934.04	11,208.47	4,997.17
17	06	1706	0 1	435	940,500	0.1373%	0.1580%	979.42	1,627.02	599.27	7,191.26	3,205.71
17	07	1707	1 1.5	791	1,815,000	0.2399%	0.2763%	1,712.17	2,844.28	1,047.09	12,565.04	5,603.53
17	08	1708	0 1	474	973,500	0.1477%	0.1701%	1,054.26	1,751.35	644.66	7,735.96	3,450.27
17	09	1709	1 1.5	741	1,221,000	0.2302%	0.2650%	1,642.64	2,728.79	1,004.75	12,056.97	5,376.18
17	10	1710	1 1.5	781	1,816,000	0.2454%	0.2825%	1,751.06	2,908.89	1,071.09	12,853.11	5,731.04
17	11	1711	0/1	460	973,500	0.1355%	0.1560%	966.82	1,606.09	591.41	7,096.97	3,164.32
17	12	1712	0 1	540	1,289,000	0.1582%	0.1821%	1,128.72	1,875.04	690.49	8,285.85	3,694.25
18	01	1801	0 1	532	1,282,000	0.1642%	0.1891%	1,171.86	1,946.72	716.68	8,600.15	3,835.26
18	02	1802	0/1	422	951,500	0.1331%	0.1532%	949.63	1,577.55	580.94	6,971.30	3,108.12
18	03	1803	0/1	488	973,500	0.1578%	0.1817%	1,126.02	1,870.56	688.75	8,264.97	3,685.32
18	04	1804	0 1	425	946,000	0.1358%	0.1564%	969.11	1,609.90	592.73	7,112.71	3,171.73
18	05	1805	1/1	682	1,163,800	0.2148%	0.2474%	1,533.06	2,546.74	937.54	11,250.44	5,017.33
18	06	1806	0/1	435	1,064,000	0.1381%	0.1590%	985.53	1,637.17	602.77	7,233.18	3,225.47
18	07	1807	1/1.5	791	1,819,000	0.2408%	0.2773%	1,718.66	2,855.06	1,051.02	12,612.21	5,624.74
18	08	1808	0 1	474	1,387,500	0.1485%	0.1710%	1,059.60	1,760.23	648.15	7,777.83	3,467.99
18	09	1809	1 1.5	741	1,731,000	0.2311%	0.2661%	1,648.91	2,739.19	1,008.68	12,104.14	5,396.78
18	10	1810	1 1.5	781	1,820,000	0.2463%	0.2836%	1,757.71	2,919.94	1,075.02	12,900.23	5,752.67
18	11	1811	0/1	460	1,274,000	0.1363%	0.1570%	972.93	1,616.24	594.90	7,138.84	3,184.07
18	12	1812	0/1	540	1,293,000	0.1591%	0.1832%	1,135.21	1,885.83	694.42	8,333.07	3,715.46
19	01	1901	0 1	532	1,286,000	0.1652%	0.1902%	1,178.74	1,958.14	721.05	8,652.57	3,857.92
19	02	1902	0/1	422	1,253,000	0.1341%	0.1544%	956.89	1,589.60	585.30	7,023.62	3,131.79
19	03	1903	0/1	488	1,482,663	0.1587%	0.1827%	1,132.28	1,880.96	692.67	8,312.09	3,705.91
19	04	1904	0 1	425	1,052,000	0.1368%	0.1575%	976.36	1,621.95	597.09	7,165.08	3,195.40
19	05	1905	1 1	682	2,016,175	0.2158%	0.2484%	1,539.71	2,557.79	941.90	11,302.76	5,039.40
19	06	1906	0/1	435	1,068,000	0.1390%	0.1600%	991.64	1,647.32	606.69	7,280.30	3,245.65
19	07	1907	1/1.5	791	1,823,000	0.2418%	0.2784%	1,725.53	2,866.48	1,055.38	12,664.53	5,647.39
19	08	1908	0/1	474	1,396,500	0.1495%	0.1721%	1,066.48	1,771.65	652.52	7,830.25	3,490.65
19	09	1909	1 1.5	741	1,735,000	0.2320%	0.2671%	1,655.17	2,749.59	1,012.60	12,151.26	5,417.37
19	10	1910	1 1.5	781	1,824,000	0.2472%	0.2846%	1,763.97	2,930.34	1,078.95	12,947.40	5,773.27
19	11	1911	0 1	460	1,125,000	0.1413%	0.1627%	1,008.06	1,674.60	616.73	7,400.72	3,299.38
19	12	1912	0 1	540	1,297,000	0.1600%	0.1843%	1,142.08	1,897.24	698.35	8,380.14	3,737.67
20	01	2001	0/1	532	1,045,000	0.1661%	0.1913%	1,185.61	1,969.56	724.97	8,699.69	3,880.14
20	02	2002	0 1	422	1,262,000	0.1351%	0.1555%	963.76	1,601.02	589.67	7,075.98	3,154.45
20	03	2003	0 1	488	1,492,400	0.1597%	0.1839%	1,139.71	1,893.31	697.04	8,364.45	3,730.06
20	04	2004	0/1	425	1,287,500	0.1378%	0.1586%	983.24	1,633.37	601.45	7,217.44	3,218.06
20	05	2005	1/1	682	1,618,000	0.2168%	0.2496%	1,546.75	2,569.49	946.26	11,355.12	5,062.51
20	06	2006	0 1	435	957,000	0.1400%	0.1612%	998.89	1,659.38	611.05	7,332.62	3,269.32

Trump SoHo Hotel Condominium New York
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Schedule of Offering Prices and Related Information (1)
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FLOOR	UNIT		Number of Bedrooms/ Bathrooms	Approx. Unit Area (Sq. Feet) (2)	Approx. Terrace Area/Amenity Area (Sq. Feet) (2)	Offering Price (Per Unit) $ (3)	Common Interest (4)	Proportionate Share of Total Hotel Suite Common Interest and Total Commercial Unit Common Interest(4)	Projected Monthly Overhead Common Charges $ (5)	Projected Monthly Operating Common Charges $ (5)	Projected Monthly R.E. Taxes $ (6)	Projected Annual R.E. Taxes $ (6)**	Projected Total Monthly Common Charges, and Real Estate Taxes $
20	07	2007	1 1.5	791		1,847,000	0.2500%	0.2878%	1,783.95	2,963.53	1,091.17	13,094.05	5,838.66
20	08	2008	0/1	474		1,180,000	0.1505%	0.1733%	1,073.73	1,783.70	656.88	7,882.61	3,514.32
20	09	2009	1/1.5	741		1,759,000	0.2330%	0.2683%	1,662.60	2,761.95	1,016.97	12,203.68	5,441.52
20	10	2010	1 1.5	781		1,302,400	0.2482%	0.2858%	1,771.02	2,942.05	1,083.31	12,999.76	5,796.38
20	11	2011	0/1	460		1,149,000	0.1382%	0.1591%	986.29	1,638.44	603.20	7,238.43	3,227.94
20	12	2012	0/1	540		1,321,000	0.1610%	0.1854%	1,148.95	1,908.66	702.71	8,432.56	3,760.33
21	01	2101	0/1	532		1,314,000	0.1672%	0.1925%	1,192.87	1,981.61	729.77	8,757.25	3,904.25
21	02	2102	0/1	422		1,067,000	0.1360%	0.1566%	970.64	1,612.44	593.60	7,123.15	3,176.67
21	03	2103	1/1	905		2,210,000	0.2848%	0.3279%	2,032.07	3,375.71	1,243.06	14,916.73	6,650.84
21	05	2105	1/1	682		1,622,000	0.2179%	0.2508%	1,554.58	2,582.50	951.07	11,412.79	5,088.15
21	06	2106	0/1	435		962,500	0.1411%	0.1624%	1,006.53	1,672.06	615.86	7,390.28	3,294.45
21	07	2107	1/1.5	845		2,068,000	0.2748%	0.3164%	1,960.74	3,257.22	1,199.41	14,392.96	6,417.38
21	08	2108	0/1	501		1,589,500	0.1701%	0.1959%	1,213.87	2,016.50	742.43	8,909.20	3,972.80
21	09	2109	1/1.5	807		2,005,000	0.2698%	0.3106%	1,925.22	3,198.21	1,177.59	14,131.08	6,301.03
21	10	2110	1/1.5	775		2,290,875	0.2452%	0.2823%	1,749.49	2,906.29	1,070.22	12,842.61	5,725.99
21	11	2111	0/1	460		995,500	0.1421%	0.1636%	1,013.78	1,684.11	620.22	7,442.70	3,318.12
21	12	2112	0/1	540		1,325,000	0.1648%	0.1897%	1,175.68	1,953.06	719.30	8,631.58	3,848.05
22	01	2201	0/1	532		1,318,000	0.1682%	0.1937%	1,200.50	1,994.29	734.14	8,809.67	3,928.94
22	02	2202	0/1	422		973,500	0.1373%	0.1580%	979.42	1,627.02	599.27	7,191.26	3,205.71
22	03	2203	1/1	905		2,214,000	0.2859%	0.3292%	2,040.29	3,389.37	1,247.87	14,974.39	6,677.52
22	05	2205	1/1	682		2,046,413	0.2190%	0.2522%	1,562.80	2,596.15	955.86	11,470.35	5,114.82
22	06	2206	0/1	435		1,100,000	0.1422%	0.1637%	1,014.55	1,685.38	620.66	7,447.89	3,320.59
22	07	2207	1/1.5	845		2,072,000	0.2760%	0.3178%	1,969.53	3,271.81	1,204.65	14,455.82	6,445.99
22	08	2208	0/1	501		1,311,000	0.1764%	0.2031%	1,258.54	2,090.71	769.93	9,239.14	4,119.18
22	09	2209	1/1.5	807		2,009,000	0.2710%	0.3120%	1,933.83	3,212.52	1,182.83	14,193.94	6,329.18
22	10	2210	1/1.5	775		1,843,000	0.2463%	0.2836%	1,757.71	2,919.94	1,075.02	12,900.23	5,752.67
22	11	2211	0/1	460		1,001,000	0.1431%	0.1648%	1,021.42	1,696.80	624.58	7,495.01	3,342.80
22	12	2212	0/1	540		1,329,000	0.1658%	0.1909%	1,183.32	1,965.75	723.66	8,683.95	3,872.73
23	01	2301	0/1	532		1,322,000	0.1695%	0.1951%	1,209.28	2,008.88	739.81	8,877.77	3,957.98
23	02	2302	0/1	422		1,074,000	0.1383%	0.1593%	987.05	1,639.71	603.64	7,243.63	3,230.40
23	03	2303	0/1	488		1,524,688	0.1632%	0.1879%	1,164.37	1,934.27	712.32	8,547.78	3,810.96
23	04	2304	0/1	425		1,318,000	0.1411%	0.1624%	1,006.53	1,672.06	615.86	7,390.28	3,294.45
23	05	2305	1/1	682		1,191,300	0.2202%	0.2536%	1,571.41	2,610.46	961.10	11,533.26	5,142.97
23	06	2306	0/1	435		1,339,500	0.1434%	0.1651%	1,022.95	1,699.34	625.90	7,510.75	3,348.18
23	07	2307	1/1.5	791		1,336,500	0.2461%	0.2834%	1,756.08	2,917.23	1,074.15	12,889.78	5,747.45
23	08	2308	0/1	474		1,436,500	0.1537%	0.1770%	1,097.02	1,822.39	670.85	8,050.21	3,590.27
23	09	2309	1/1.5	741		1,254,000	0.2434%	0.2803%	1,736.97	2,885.48	1,062.36	12,748.38	5,684.81
23	10	2310	1/1.5	781		1,318,900	0.2516%	0.2897%	1,795.68	2,983.01	1,098.15	13,177.80	5,876.83
23	11	2311	0/1	460		1,006,500	0.1443%	0.1662%	1,029.82	1,710.75	629.82	7,557.87	3,370.40
23	12	2312	0/1	540		1,333,000	0.1671%	0.1924%	1,192.10	1,980.34	729.34	8,752.05	3,901.78
24	01	2401	0/1	532		1,326,000	0.1708%	0.1966%	1,218.45	2,024.11	745.49	8,945.83	3,988.04
24	02	2402	0/1	422		1,305,000	0.1397%	0.1608%	996.60	1,655.57	609.75	7,316.98	3,261.92
24	03	2403	0/1	488		1,535,963	0.1644%	0.1893%	1,172.98	1,948.58	717.55	8,610.64	3,839.11

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24	04	2404	0 1	425		979,000	0 1466%	0 1688%	1,046.24	1,738.03	639.86	7,678.29	3,424.13
24	05	2405	1 1	682		1,634,000	0 2215%	0 2550%	1,580.41	2,625.41	966.78	11,601.31	5,172.60
24	06	2406	0 1	435		1,350,500	0 1445%	0 1664%	1,031.35	1,713.29	630.70	7,568.37	3,375.34
24	07	2407	1 1.5	791		1,863,000	0 2474%	0 2848%	1,765.24	2,932.45	1,079.82	12,957.84	5,777.51
24	08	2408	0 1	474		1,012,000	0 1550%	0 1785%	1,106.19	1,837.62	676.53	8,118.31	3,620.33
24	09	2409	1 1.5	741		1,775,000	0 2377%	0 2736%	1,695.87	2,817.21	1,037.48	12,449.77	5,550.56
24	10	2410	1 1.5	781		1,864,000	0 2529%	0 2912%	1,804.68	2,997.96	1,103.83	13,245.90	5,906.46
24	11	2411	0 1	460		1,411,000	0 1510%	0 1739%	1,077.55	1,790.04	659.07	7,908.80	3,526.66
24	12	2412	0 1	540		1,337,000	0 1738%	0 2001%	1,240.21	2,060.26	758.58	9,102.98	4,059.06
25	01	2501	0 1	532		1,330,000	0 1721%	0 1981%	1,228.00	2,039.97	751.16	9,013.93	4,019.12
25	02	2502	0 1	422		990,000	0 1409%	0 1623%	1,005.76	1,670.79	614.98	7,379.79	3,291.54
25	03	2503	0 1	488		1,548,775	0 1657%	0 1908%	1,182.77	1,964.83	723.23	8,678.75	3,870.83
25	04	2504	0 1	425		1,342,500	0.1437%	0 1654%	1,025.24	1,703.14	627.20	7,526.44	3,355.59
25	05	2505	1 1	682		1,202,300	0 2228%	0 2565%	1,589.81	2,641.01	972.45	11,669.42	5,203.27
25	06	2506	0 1	435		1,363,000	0 1459%	0 1680%	1,040.89	1,729.15	636.81	7,641.67	3,406.85
25	07	2507	1 1.5	791		1,867,000	0.2487%	0 2864%	1,774.79	2,948.31	1,085.50	13,025.95	5,808.59
25	08	2508	0 1	474		1,017,500	0 1564%	0 1800%	1,115.73	1,853.48	682.64	8,191.67	3,651.85
25	09	2509	1 1.5	741		1,265,000	0.2390%	0 2752%	1,705.66	2,833.47	1,043.16	12,517.92	5,582.28
25	10	2510	1 1.5	781		2,375,438	0.2542%	0.2927%	1,814.07	3,013.56	1,109.50	13,314.01	5,937.14
25	11	2511	0 1	460		1,169,000	0.1523%	0.1753%	1,086.71	1,805.27	664.74	7,976.90	3,556.72
25	12	2512	0 1	540		1,072,500	0 1751%	0 2017%	1,249.76	2,076.12	764.26	9,171.08	4,090.14
26	01	2601	0 1	532		1,334,000	0.1734%	0 1996%	1,237.16	2,055.19	756.84	9,082.04	4,049.19
26	02	2602	0 1	422		995,500	0 1423%	0 1638%	1,015.31	1,686.65	621.10	7,453.14	3,323.06
26	03	2603	0 1	488		1,562,100	0 1672%	0 1925%	1,192.94	1,981.74	729.77	8,757.25	3,904.45
26	04	2604	0 1	425		1,355,000	0 1450%	0 1670%	1,034.78	1,719.00	632.88	7,594.55	3,386.66
26	05	2605	1 1	682		1,642,000	0 2309%	0 2659%	1,647.73	2,737.24	1,007.80	12,093.65	5,392.78
26	06	2606	0 1	435		1,116,000	0 1473%	0 1696%	1,050.82	1,745.64	642.92	7,715.02	3,439.38
26	07	2607	1 1.5	791		1,871,000	0 2500%	0 2878%	1,783.95	2,963.53	1,260.43	15,125.21	6,007.92
26	08	2608	0 1	474		1,473,000	0 1576%	0 1815%	1,124.90	1,868.70	687.87	8,254.47	3,681.47
26	09	2609	1 1.5	741		1,270,500	0 2405%	0 2769%	1,715.83	2,850.37	1,049.71	12,596.47	5,615.91
26	10	2610	1 1.5	781		1,872,000	0 2555%	0 2944%	1,824.64	3,031.12	1,116.05	13,392.56	5,971.80
26	11	2611	0 1	460		1,436,500	0 1537%	0 1770%	1,097.02	1,822.39	670.85	8,050.21	3,590.27
26	12	2612	0 1	540		1,345,000	0 1764%	0 2031%	1,258.92	2,091.35	769.93	9,239.14	4,120.20
27	01	2701	0 1	532		1,338,000	0 1748%	0 2013%	1,247.47	2,072.32	762.95	9,155.34	4,082.73
27	02	2702	0 1	422		1,088,000	0 1438%	0 1655%	1,026.00	1,704.41	627.64	7,531.69	3,358.05
27	03	2703	0 1	488		1,575,938	0 1687%	0 1942%	1,203.51	1,999.29	736.32	8,835.85	3,939.12
27	04	2704	0 1	425		995,500	0 1464%	0 1686%	1,044.71	1,735.49	638.99	7,667.90	3,419.20
27	05	2705	1 1	682		1,213,300	0 2257%	0 2599%	1,610.55	2,675.47	985.11	11,821.27	5,271.13
27	06	2706	0 1	435		1,389,500	0 1487%	0 1712%	1,061.13	1,762.77	649.03	7,788.38	3,472.93
27	07	2707	1 1.5	791		1,358,500	0 2514%	0 2895%	1,794.26	2,980.66	1,097.28	13,167.41	5,872.21
27	08	2708	0 1	474		1,208,000	0 1592%	0 1833%	1,135.97	1,887.10	694.86	8,338.27	3,717.92
27	09	2709	1 1.5	741		1,787,000	0 2410%	0 2776%	1,726.40	2,867.93	1,055.81	12,669.77	5,650.14
27	10	2710	1 1.5	781		1,340,900	0 2571%	0 2961%	1,834.81	3,048.02	1,122.16	13,465.91	6,005.00

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27	11	2711	0 1	460		1,449,500	0.1551%	0.1786%	1,106.95	1,838.89	676.96	8,123.51	3,622.80
27	12	2712	0 1	540		1,083,500	0.1779%	0.2048%	1,269.23	2,108.47	776.47	9,317.69	4,154.18
28	01	2801	0 1	532		1,647,500	0.1763%	0.2030%	1,258.16	2,090.08	769.49	9,233.89	4,117.73
28	02	2802	0 1	422		1,357,000	0.1452%	0.1672%	1,036.31	1,721.54	633.75	7,605.04	3,391.60
28	03	2803	0 1	488		1,590,288	0.1702%	0.1960%	1,214.47	2,017.50	742.87	8,914.45	3,974.84
28	04	2804	0 1	425		1,382,500	0.1480%	0.1704%	1,055.79	1,753.89	645.97	7,751.65	3,455.64
28	05	2805	1 1	682		1,650,000	0.2273%	0.2617%	1,621.90	2,694.33	992.09	11,905.12	5,308.32
28	06	2806	0 1	435		1,404,000	0.1503%	0.1730%	1,072.20	1,781.16	656.01	7,872.12	3,509.38
28	07	2807	1 1.5	791		1,879,000	0.2529%	0.2912%	1,804.95	2,998.42	1,103.83	13,245.90	5,907.20
28	08	2808	0 1	474		1,500,500	0.1606%	0.1849%	1,145.90	1,903.59	700.96	8,411.57	3,750.45
28	09	2809	1 1.5	741		1,791,000	0.2435%	0.2804%	1,737.75	2,886.78	1,062.80	12,753.57	5,687.33
28	10	2810	1 1.5	781		1,880,000	0.2663%	0.3067%	1,900.57	3,157.25	1,162.31	13,947.75	6,220.13
28	11	2811	0 1	460		1,464,000	0.1567%	0.1804%	1,118.03	1,857.28	683.95	8,207.35	3,659.25
28	12	2812	0 1	540		1,676,000	0.1794%	0.2065%	1,279.93	2,126.23	783.02	9,396.29	4,189.18
29	01	2901	0 1	532		1,094,500	0.1780%	0.2049%	1,270.00	2,109.74	776.91	9,322.93	4,156.65
29	02	2902	0 1	422		1,012,000	0.1468%	0.1691%	1,047.77	1,740.57	640.74	7,688.84	3,429.07
29	03	2903	0 1	488		1,605,150	0.1718%	0.1978%	1,225.82	2,036.35	749.85	8,998.24	4,012.02
29	04	2904	0 1	425		1,397,500	0.1496%	0.1722%	1,067.24	1,772.92	652.96	7,835.50	3,493.12
29	05	2905	1 1	682		2,138,150	0.2288%	0.2635%	1,632.86	2,712.53	998.64	11,983.67	5,344.03
29	06	2906	0 1	435		1,128,000	0.1562%	0.1799%	1,114.97	1,852.21	681.76	8,181.17	3,648.94
29	07	2907	1 1.5	791		1,369,500	0.2546%	0.2931%	1,816.79	3,018.08	1,111.25	13,335.00	5,946.12
29	08	2908	0 1	474		1,516,000	0.1622%	0.1868%	1,157.74	1,923.25	707.95	8,495.37	3,788.94
29	09	2909	1 1.5	741		1,287,000	0.2451%	0.2822%	1,748.71	2,904.98	1,069.78	12,837.42	5,723.48
29	10	2910	1 1.5	781		1,884,000	0.2603%	0.2997%	1,857.51	3,085.73	1,136.13	13,633.55	6,079.38
29	11	2911	0 1	460		1,522,000	0.1629%	0.1875%	1,162.32	1,930.86	711.01	8,532.10	3,804.19
29	12	2912	0 1	540		1,094,500	0.1810%	0.2084%	1,291.76	2,145.90	790.01	9,480.08	4,227.67
30	01	3001	0 1	532		1,350,000	0.1796%	0.2068%	1,281.45	2,128.77	783.89	9,406.73	4,194.12
30	02	3002	0 1	422		1,387,500	0.1485%	0.1710%	1,059.60	1,760.23	648.15	7,777.83	3,467.99
30	03	3003	0 1	488		1,620,525	0.1734%	0.1997%	1,237.56	2,055.86	756.84	9,082.04	4,050.25
30	04	3004	0 1	425		1,413,000	0.1512%	0.1741%	1,079.08	1,792.58	659.94	7,919.29	3,531.60
30	05	3005	1 1	682		1,229,800	0.2305%	0.2654%	1,644.99	2,732.69	1,006.06	12,072.71	5,383.74
30	06	3006	0 1	435		1,132,000	0.1534%	0.1766%	1,094.73	1,818.59	669.54	8,034.47	3,582.86
30	07	3007	1 1.5	791		1,887,000	0.2562%	0.2950%	1,828.25	3,037.11	1,118.23	13,418.79	5,983.59
30	08	3008	0 1	474		1,531,500	0.1639%	0.1887%	1,169.57	1,942.92	715.37	8,584.46	3,827.86
30	09	3009	1 1.5	741		2,305,738	0.2468%	0.2841%	1,760.84	2,925.14	1,077.20	12,926.41	5,763.18
30	10	3010	1 1.5	781		2,447,700	0.2620%	0.3016%	1,869.26	3,105.24	1,143.55	13,722.55	6,118.04
30	11	3011	0 1	460		1,045,000	0.1598%	0.1840%	1,140.55	1,894.71	697.47	8,369.70	3,732.74
30	12	3012	0 1	540		1,361,000	0.1826%	0.2103%	1,303.22	2,164.93	796.99	9,563.88	4,265.13
31	01	3101	0 1	532		1,354,000	0.1812%	0.2087%	1,293.29	2,148.43	790.88	9,490.58	4,232.61
31	02	3102	0 1	422		1,402,500	0.1501%	0.1728%	1,071.06	1,779.26	655.14	7,861.63	3,505.46
31	03	3103	0 1	488		1,637,438	0.1752%	0.2018%	1,250.48	2,077.31	764.69	9,176.28	4,092.48
31	04	3104	0 1	425		1,428,000	0.1528%	0.1760%	1,090.53	1,811.61	666.92	8,003.09	3,569.07
31	05	3105	1 1	682		2,170,950	0.2323%	0.2675%	1,657.91	2,754.14	1,013.92	12,167.00	5,425.97

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31	06	3106	0 1	435		1,449,500	0.1551%	0.1786%	1,106.95	1,838.89	676.96	8,123.51	3,622.80
31	07	3107	1 1 5	791		1,380,500	0.2579%	0.2969%	1,840.08	3,056.78	1,125.65	13,507.84	6,022.51
31	08	3108	0 1	474		1,592,000	0.1704%	0.1962%	1,215.78	2,019.67	743.74	8,924.89	3,979.18
31	09	3109	1 1 5	741		2,322,138	0.2485%	0.2861%	1,773.37	2,945.95	1,084.62	13,015.45	5,803.93
31	10	3110	1 1.5	781		1,892,000	0.2638%	0.3037%	1,882.17	3,126.70	1,151.40	13,816.84	6,160.27
31	11	3111	0 1	460		1,510,000	0.1616%	0.1861%	1,153.15	1,915.64	705.33	8,463.99	3,774.13
31	12	3112	0 1	540		1,365,000	0.1843%	0.2122%	1,315.05	2,184.59	804.41	9,652.92	4,304.05
32	01	3201	0 1	532		1,358,000	0.1830%	0.2107%	1,305.89	2,169.37	798.73	9,584.82	4,273.99
32	02	3202	0 1	422		1,106,000	0.1520%	0.1750%	1,084.42	1,801.46	663.43	7,961.16	3,549.32
32	03	3203	0 1	488		1,050,500	0.1770%	0.2039%	1,263.39	2,098.77	772.55	9,270.57	4,134.71
32	04	3204	0 1	425		1,023,000	0.1546%	0.1780%	1,103.13	1,832.54	674.78	8,097.38	3,610.46
32	05	3205	1 1	682		2,187,350	0.2341%	0.2695%	1,670.43	2,774.95	1,021.77	12,261.29	5,467.16
32	06	3206	0 1	435		1,140,000	0.1569%	0.1806%	1,119.55	1,859.82	684.82	8,217.80	3,664.19
32	07	3207	1 1 5	791		1,895,000	0.2596%	0.2989%	1,852.68	3,077.71	1,133.07	13,596.83	6,063.46
32	08	3208	0 1	474		1,228,000	0.1674%	0.1927%	1,194.39	1,984.15	730.65	8,767.79	3,909.19
32	09	3209	1 1 5	741		1,807,000	0.2503%	0.2882%	1,786.28	2,967.40	1,092.48	13,109.74	5,846.16
32	10	3210	1 1 5	781		1,368,400	0.2655%	0.3057%	1,894.70	3,147.50	1,158.82	13,905.88	6,201.02
32	11	3211	0 1	460		1,197,000	0.1633%	0.1880%	1,165.37	1,935.94	712.75	8,553.03	3,814.06
32	12	3212	0 1	540		1,369,000	0.1861%	0.2142%	1,327.66	2,205.52	812.27	9,747.21	4,345.45
33	01	3301	0 1	532		1,362,000	0.1848%	0.2128%	1,318.87	2,190.93	806.59	9,679.10	4,316.40
33	02	3302	0 1	422		1,109,000	0.1537%	0.1770%	1,097.02	1,822.39	670.85	8,050.21	3,590.27
33	03	3303	2 2.5	2,022		6,470,400	0.6977%	0.8033%	4,978.67	8,270.65	3,045.24	36,542.87	16,294.56
33	07	3307	1 1 5	791		1,391,500	0.2614%	0.3010%	1,865.67	3,099.28	1,140.93	13,691.12	6,105.87
33	08	3308	0 1	474		1,061,500	0.1691%	0.1947%	1,206.61	2,004.44	738.07	8,856.78	3,949.12
33	09	3309	1 1 5	741		2,356,988	0.2522%	0.2904%	1,799.98	2,990.16	1,100.77	13,209.28	5,890.91
33	10	3310	1 1 5	775		1,887,000	0.2633%	0.3032%	1,879.04	3,121.49	1,149.22	13,790.65	6,149.76
33	11	3311	0 1	460		1,543,500	0.1652%	0.1902%	1,178.74	1,958.14	721.05	8,652.57	3,857.92
33	12	3312	0 1	540		1,373,000	0.1870%	0.2163%	1,340.64	2,227.09	820.12	9,841.45	4,387.85
34	01	3401	0 1	532		1,122,000	0.1868%	0.2151%	1,333.00	2,214.40	815.32	9,783.89	4,362.73
34	02	3402	0 1	422		1,113,000	0.1557%	0.1793%	1,111.15	1,845.86	679.58	8,154.94	3,636.59
34	03	3403	1 1	905		2,262,000	0.3048%	0.3509%	2,174.93	3,613.03	1,330.35	15,964.25	7,118.31
34	05	3405	1 1	682		1,251,800	0.2370%	0.2730%	1,697.83	2,820.46	1,038.36	12,460.31	5,556.65
34	06	3406	0 1	435		1,034,000	0.1606%	0.1849%	1,145.90	1,903.59	700.96	8,411.57	3,750.45
34	07	3407	1 1 5	791		1,903,000	0.2634%	0.3033%	1,879.79	3,122.75	1,149.66	13,795.90	6,152.20
34	08	3408	0 1	474		1,598,500	0.1711%	0.1970%	1,220.74	2,027.91	746.80	8,961.57	3,995.45
34	09	3409	1 1 5	741		1,314,500	0.2541%	0.2926%	1,813.29	3,012.26	1,109.06	13,308.76	5,934.62
34	10	3410	1 1 5	775		1,369,500	0.2653%	0.3055%	1,893.13	3,144.90	1,157.95	13,895.44	6,195.98
34	11	3411	0 1	460		1,205,000	0.1671%	0.1924%	1,192.10	1,980.34	729.34	8,752.05	3,901.78
34	12	3412	0 1	540		1,377,000	0.1909%	0.2186%	1,354.77	2,250.56	828.85	9,946.23	4,434.18
35	01	3501	0 1	532		1,370,000	0.1888%	0.2174%	1,347.13	2,237.87	824.05	9,888.62	4,409.05
35	02	3502	0 1	422		1,116,000	0.1576%	0.1815%	1,124.90	1,868.70	687.87	8,254.47	3,681.47
35	03	3503	0 1	488		1,708,675	0.1829%	0.2105%	1,304.88	2,167.69	798.30	9,579.57	4,270.86
35	04	3504	0 1	425		1,136,000	0.1604%	0.1848%	1,144.37	1,901.05	700.09	8,401.13	3,745.52

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35	05	3505	1 1	682	2,241,675	0.2309%	0.2762%	1,711.92	2,843.87	1,047.09	12,565.04	5,602.87
35	06	3506	0 1	435	1,519,000	0.1626%	0.1872%	1,160.03	1,927.06	709.70	8,516.41	3,796.79
35	07	3507	1 1.5	791	1,907,000	0.2654%	0.3056%	1,893.92	3,146.22	1,158.39	13,900.63	6,198.52
35	08	3508	0 1	474	1,240,000	0.1731%	0.1993%	1,234.87	2,051.38	755.53	9,066.30	4,041.78
35	09	3509	1 1.5	741	2,393,375	0.2561%	0.2949%	1,827.77	3,036.32	1,117.80	13,413.55	5,981.88
35	10	3510	1 1.5	781	1,908,000	0.2713%	0.3124%	1,936.18	3,216.42	1,184.14	14,209.68	6,336.74
35	11	3511	0 1	460	1,209,000	0.1690%	0.1946%	1,205.85	2,003.18	737.63	8,851.54	3,946.65
35	12	3512	0 1	540	1,381,000	0.1918%	0.2209%	1,368.89	2,274.03	837.15	10,045.77	4,480.07
36	01	3601	0 1	532	1,374,000	0.1907%	0.2196%	1,360.88	2,260.71	832.35	9,988.16	4,453.93
36	02	3602	0 1	422	1,120,000	0.1556%	0.1838%	1,139.03	1,892.17	696.60	8,359.21	3,727.80
36	03	3603	0 1	488	1,303,000	0.1850%	0.2130%	1,320.14	2,193.04	807.46	9,689.55	4,320.65
36	04	3604	0 1	425	1,140,000	0.1623%	0.1869%	1,158.50	1,924.52	708.38	8,500.61	3,791.40
36	05	3605	1 1	732	1,882,000	0.2718%	0.3130%	1,939.71	3,222.27	1,186.32	14,235.87	6,348.30
36	06	3606	0 1	453	1,257,000	0.1803%	0.2076%	1,286.42	2,137.02	786.95	9,443.46	4,210.39
36	07	3607	1 1.5	791	1,911,000	0.2673%	0.3078%	1,907.67	3,169.05	1,166.68	14,000.12	6,243.40
36	08	3608	0 1	474	1,244,000	0.1750%	0.2015%	1,249.00	2,074.85	763.82	9,165.84	4,087.67
36	09	3609	1 1.5	741	1,823,000	0.2583%	0.2974%	1,843.03	3,061.68	1,127.39	13,528.72	6,032.10
36	10	3610	1 1.5	781	1,912,000	0.2735%	0.3149%	1,951.45	3,241.78	1,193.74	14,324.86	6,386.96
36	11	3611	0 1	460	1,213,000	0.1711%	0.1970%	1,220.74	2,027.91	746.80	8,961.57	3,995.45
36	12	3612	0 1	540	1,385,000	0.1938%	0.2231%	1,382.64	2,296.86	845.88	10,150.50	4,525.38
37	01	3701	0 1	532	1,378,000	0.1928%	0.2220%	1,375.77	2,285.45	841.51	10,098.13	4,502.72
37	02	3702	0 1	422	1,123,000	0.1618%	0.1863%	1,154.68	1,918.18	706.20	8,474.43	3,779.06
37	03	3703	0 1	488	1,748,138	0.1871%	0.2154%	1,335.02	2,217.75	816.63	9,799.58	4,369.40
37	04	3704	0 1	425	1,144,000	0.1644%	0.1893%	1,173.39	1,949.26	717.55	8,610.64	3,840.20
37	05	3705	1 1	732	1,886,000	0.2740%	0.3155%	1,955.36	3,248.28	1,195.92	14,351.04	6,399.56
37	06	3706	0 1	453	1,261,000	0.1825%	0.2102%	1,302.45	2,163.66	796.55	9,558.63	4,262.66
37	07	3707	1 1.5	791	1,915,000	0.2694%	0.3102%	1,922.56	3,193.79	1,175.85	14,110.15	6,292.20
37	08	3708	0 1	474	1,248,000	0.1772%	0.2040%	1,264.27	2,100.23	773.42	9,281.06	4,137.92
37	09	3709	1 1.5	741	2,433,350	0.2604%	0.2998%	1,858.30	3,087.03	1,136.57	13,638.80	6,081.90
37	10	3710	1 1.5	781	2,575,313	0.2756%	0.3173%	1,966.71	3,267.13	1,202.91	14,434.89	6,436.75
37	11	3711	0 1	460	1,217,000	0.1732%	0.1994%	1,235.63	2,052.65	755.96	9,071.55	4,044.25
37	12	3712	0 1	540	1,389,000	0.1958%	0.2255%	1,397.53	2,321.60	854.60	10,255.23	4,573.74
38	01	3801	0 1	532	1,382,000	0.1950%	0.2245%	1,391.42	2,311.45	851.11	10,213.36	4,553.99
38	02	3802	0 1	422	1,127,000	0.1639%	0.1887%	1,169.57	1,942.92	715.37	8,584.46	3,827.86
38	03	3803	0 1	488	1,769,150	0.1893%	0.2180%	1,351.06	2,244.41	826.23	9,914.80	4,421.70
38	04	3804	0 1	425	1,148,000	0.1666%	0.1919%	1,189.05	1,975.27	727.16	8,725.87	3,891.47
38	05	3805	1 1	732	1,891,000	0.2764%	0.3182%	1,972.19	3,276.24	1,206.40	14,476.76	6,454.82
38	06	3806	0 1	453	1,265,000	0.1847%	0.2127%	1,318.11	2,189.66	806.15	9,673.86	4,313.93
38	07	3807	1 1.5	791	1,919,000	0.2716%	0.3127%	1,938.22	3,219.80	1,185.44	14,225.32	6,343.46
38	08	3808	0 1	474	1,252,000	0.1793%	0.2064%	1,279.16	2,124.96	782.59	9,391.04	4,186.71
38	09	3809	1 1.5	741	1,831,000	0.2626%	0.3024%	1,873.95	3,113.04	1,146.16	13,753.92	6,133.15
38	10	3810	1 1.5	781	1,920,000	0.2779%	0.3199%	1,982.76	3,293.79	1,212.94	14,555.31	6,489.49
38	11	3811	0 1	460	1,221,000	0.1754%	0.2019%	1,251.29	2,078.66	765.56	9,186.77	4,095.51

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38	12	3812	0 1	540	1,393,000	0 1980%	0.2280%	1,413.19	2,347.61	864.20	10,370.46	4,625.00
39	01	3901	0-1	532	1,386,000	0.1973%	0 2272%	1,407.84	2,338.73	861.15	10,333.83	4,607.72
39	02	3902	0-1	422	1,130,000	0.1661%	0 1913%	1,185.61	1,969.56	724.97	8,699.69	3,880.14
39	03	3903	0 1	488	1,790,163	0 1916%	0 2206%	1,367.11	2,271.06	836.27	10,035.28	4,474.45
39	04	3904	0-1	425	1,152,000	0 1689%	0 1944%	1,205.08	2,001.91	737.19	8,846.29	3,944.18
39	05	3905	1 1	732	1,895,000	0 2788%	0 3211%	1,989.80	3,305.49	1,216.87	14,602.48	6,512.17
39	06	3906	0 1	453	1,269,000	0 1871%	0 2155%	1,335.29	2,218.21	816.63	9,799.58	4,370.13
39	07	3907	1 1.5	791	1,923,000	0 2739%	0 3154%	1,954.64	3,247.07	1,195.48	14,345.79	6,397.19
39	08	3908	0 1	474	1,256,000	0 1816%	0 2090%	1,295.58	2,152.24	792.63	9,511.51	4,240.45
39	09	3909	1 1.5	741	1,835,000	0 2649%	0 3050%	1,890.00	3,139.70	1,156.20	13,874.40	6,185.90
39	10	3910	1 1.5	781	2,617,338	0 2801%	0 3225%	1,998.80	3,320.45	1,222.54	14,670.53	6,541.80
39	11	3911	0-1	460	1,225,000	0 1775%	0 2044%	1,266.94	2,104.67	774.73	9,296.75	4,146.34
39	12	3912	0 1	540	1,397,000	0 2003%	0 2307%	1,429.61	2,374.89	874.24	10,490.93	4,678.74
40	01	4001	0 1	532	1,390,000	0 1996%	0.2298%	1,424.26	2,366.01	871.19	10,454.31	4,661.46
40	02	4002	0-1	422	1,134,000	0 1684%	0 1940%	1,202.03	1,996.83	735.01	8,820.16	3,933.88
40	03	4003	0 1	488	1,812,200	0 1939%	0 2233%	1,383.94	2,299.02	846.31	10,155.75	4,529.27
40	04	4004	0 1	425	1,156,000	0 1712%	0 1971%	1,221.50	2,029.18	747.23	8,966.82	3,997.92
40	05	4005	1-1	732	1,899,000	0.2813%	0.3239%	2,007.42	3,334.75	1,227.79	14,733.44	6,569.95
40	06	4006	0 1	453	1,273,000	0 1895%	0 2182%	1,352.47	2,246.75	827.10	9,925.25	4,426.33
40	07	4007	1-1.5	791	1,927,000	0 2762%	0 3180%	1,971.05	3,274.35	1,205.53	14,466.32	6,450.93
40	08	4008	0 1	474	1,260,000	0 1839%	0 2117%	1,312.00	2,179.52	802.67	9,631.99	4,294.18
40	09	4009	1 1.5	741	1,839,000	0.2672%	0.3077%	1,906.83	3,167.66	1,166.24	13,994.92	6,240.73
40	10	4010	1-1.5	781	1,928,000	0 2824%	0.3252%	2,015.24	3,347.76	1,232.58	14,791.01	6,595.58
40	11	4011	0 1	460	1,229,000	0 1798%	0.2070%	1,282.98	2,131.31	784.77	9,417.22	4,199.06
40	12	4012	0-1	540	1,401,000	0 2026%	0.2333%	1,446.03	2,402.16	884.28	10,611.40	4,732.47
41	01	4101	0 1	532	1,394,000	0 2018%	0 2324%	1,440.30	2,392.65	880.79	10,569.53	4,713.74
41	02	4102	0-1	422	1,137,000	0.1708%	0.1966%	1,218.45	2,024.11	745.49	8,945.83	3,988.04
41	03	4103	0-1	488	1,835,263	0.1964%	0 2261%	1,401.55	2,328.28	857.22	10,286.66	4,587.05
41	04	4104	0 1	425	1,160,000	0 1735%	0.1997%	1,237.92	2,056.46	757.27	9,087.24	4,051.65
41	05	4105	1 1	732	2,651,675	0 2838%	0 3267%	2,025.03	3,364.01	1,238.70	14,864.36	6,627.73
41	06	4106	0 1	453	1,278,000	0 1920%	0 2211%	1,370.42	2,276.57	838.02	10,056.21	4,485.00
41	07	4107	1 1.5	791	1,931,000	0 2785%	0 3207%	1,987.47	3,301.62	1,215.57	14,586.79	6,504.66
41	08	4108	0 1	474	1,264,000	0 1862%	0.2143%	1,328.42	2,206.79	812.70	9,752.46	4,347.91
41	09	4109	1 1.5	741	1,843,000	0 2697%	0 3105%	1,924.44	3,196.91	1,177.16	14,125.89	6,298.51
41	10	4110	1 1.5	781	1,932,000	0 2849%	0 3280%	2,032.85	3,377.01	1,243.50	14,921.97	6,653.36
41	11	4111	0 1	460	1,702,500	0 1822%	0 2098%	1,300.16	2,159.85	795.25	9,542.94	4,255.26
41	12	4112	0 1	540	1,405,000	0 2049%	0 2360%	1,462.44	2,429.44	894.32	10,731.88	4,786.20
42	01	4201	Pent. Suite	1,883	7,061,250	0 9904%	1 1403%	7,067.13	11,740.19	4,322.78	51,873.33	23,130.10
42	02	4202	Pent. Suite	1,172	4,395,000	0 6340%	0 7308%	4,524.08	7,515.64	2,767.21	33,206.47	14,806.92
42	03	4203	Pent. Suite	791	2,966,250	0 4233%	0 4872%	3,020.35	5,016.42	1,847.57	22,170.85	9,884.34
42	04	4204	Pent. Suite	1,194	4,477,500	0 6501%	0 7485%	4,639.35	7,705.93	2,837.48	34,049.73	15,182.76
42	05	4205	Pent. Suite	1,802	6,757,500	0 9466%	1 0898%	6,754.74	11,220.05	4,131.61	49,579.26	22,106.39
43	01	4301	Pent. Suite	1,600	6,000,000	0 8562%	0 9858%	6,109.43	10,149.08	3,737.04	44,844.47	19,995.55

Trump SoHo Hotel Condominium New York
246 Spring Street, New York, NY 10013

Schedule of Offering Prices and Related Information (1)
for the Period from January 1, 2013 to December 31, 2013

FLOOR	UNIT	Number of Bedrooms/ Bathrooms	Approx. Unit Area (Sq. Feet) (2)	Approx. Terrace Area/Amenity Area (Sq. Feet) (2)	Offering Price (Per Unit) $ (3)	Common Interest (4)	Proportionate Share of Total Hotel Suite Common Interest and Total Commercial Unit Common Interest(4)	Projected Monthly Overhead Common Charges $ (5)	Projected Monthly Operating Common Charges $ (5)	Projected Monthly R.E. Taxes $ (6)	Projected Annual R.E. Taxes $ (6)**	Projected Total Monthly Common Charges, and Real Estate Taxes $
43 02	4302	Pent. Suite	1,662		6,232,500	0.8893%	1.0240%	6,346.17	10,542.36	3,881.51	46,578.10	20,770.04
43 03	4303	Pent. Suite	1,797		6,738,750	0.9616%	1.1072%	6,861.65	11,398.69	4,197.08	50,364.90	22,457.42
43 04	4304	Pent. Suite	2,331	378	8,741,250	1.0659%	1.2273%	7,606.24	12,635.61	4,652.32	55,827.78	24,894.16
44 05	4405	Pent. Suite	1,797		6,738,750	0.9616%	1.1072%	6,861.65	11,398.69	4,197.08	50,364.90	22,457.42
44 06	4406	Pres. Suite	10,045	462	37,668,750	5.3753%	6.1895%	38,357.18	63,723.39	23,461.46	281,537.50	125,542.03
Total Hotel Suite Units			246,077	1,282	650,665,183	86.8508%	100.0000%	619,755.29	1,029,547.83	379,246.03	4,550,952.41	2,028,549.15
Antenna Unit			50		-	0.0176%	0.1342%		82.81	109.52	1,314.29	192.34
Restaurant Unit			8,915		-	3.1456%	23.9220%	-	14,765.83	19,528.19	234,338.29	34,294.02
Lobby Bar Unit			2,113	-	-	0.7455%	5.6699%	-	3,499.74	4,628.50	55,541.99	8,128.24
Pool Bar Unit			995	1,751	-	0.3511%	2.6699%	-	1,648.01	2,179.53	26,154.41	3,827.54
Spa Unit			9,680	2,928	-	3.4155%	25.9747%	-	16,032.90	21,203.91	254,446.96	37,236.81
Accessory Unit			12,627	-	-	4.4553%	33.8825%	-	20,913.98	27,659.28	331,911.34	48,573.26
Retail Unit			441	-	-	0.1556%	1.1834%	-	730.42	966.00	11,592.06	1,696.43
Club Unit			2,446	-	-	0.8630%	6.5634%	-	4,051.29	5,357.93	64,295.17	9,409.22
Total Commercial Units			37,267	4,679	-	13.1492%	100.0000%	-	61,724.99	81,632.88	979,594.52	143,357.87
Total			283,344	5,961	650,665,183	100.0000%		619,755.29	1,091,272.82	460,878.91	5,530,546.93	2,171,907.02

* Units 809 and 810 have shared use of amentity area with Unit 807.

** Annual Real Estate Taxes are for the period between Jan. 1, 2011 to Dec. 31, 2011.

EXHIBIT C
to 17th Amendment to Offering Plan

List of Unsold Hotel Suite Units

807	1207	1705	2112	2602	3207	3611	4106
809	1208	1706	2201	2605	3210	3612	4107
810	1209	1707	2202	2607	3212	3701	4108
901	1210	1708	2203	2609	3301	3702	4112
902	1211	1709	2207	2610	3302	3704	4201
903	1212	1710	2208	2612	3303*	3705	4202
905	1401	1711	2209	2701	3307	3706	4203
906	1405	1802	2210	2704	3308	3707	4204
907	1406	1803	2211	2705	3310	3708	4205
908	1407	1804	2212	2707	3311*	3711	4301
909	1408	1805	2301	2709	3312	3712	4302
910	1409	1807	2304	2712	3401	3801	4304
911	1410	1808	2305	2801	3402	3802	4405
912	1411	1809	2307	2805	3403	3804	4406
1001	1412	1810	2309	2807	3405	3805	
1003	1501	1811	2310	2808	3406*	3806	
1004	1505	1812	2311	2809	3407	3807	
1005	1507	1901	2312	2810	3408	3812	
1007	1508	1907	2401	2901	3409	3901	
1008	1509	1909	2404	2902	3410	3902	
1009	1510	1910	2405	2907	3411	3903	
1010	1511	1911	2407	2909	3412	3904	
1011	1512	1912	2408	2912	3501	3905	
1012	1601	2001	2409	3001	3502	3906	
1101	1603	2005	2410	3005	3505	3907	
1103	1604	2006	2411	3007	3507	3909	
1105	1605	2007	2412	3011	3512	3912	
1106	1606	2008	2501	3012	3601	4001	
1107	1607	2009	2502	3101	3602	4002	
1108	1608	2010	2505	3102	3603	4004	
1109	1609	2103	2507	3107	3604	4005	
1110	1610	2105	2508	3110	3605	4006	
1112	1611	2106	2509	3112	3606	4007	
1201	1612	2107	2510	3201	3607	4008	
1203	1701	2109	2511	3202	3608	4012	
1205	1703	2110	2512	3203	3609	4101	
1206	1704	2111	2601	3204	3610	4102	

* Denotes Units under Contract

Denotes Units under Contract

EXHIBIT D
to 17th Amendment to Offering Plan

REVISED FORM OF PURCHASE AGREEMENT

See Attached.

AGREEMENT

«Purchasers_First_Name» «Purchasers_Last_Name»

Purchaser

with

BAYROCK/SAPIR ORGANIZATION LLC

Sponsor/Seller

Hotel Suite Unit «Unit_»
Trump SoHo Hotel Condominium New York
246 Spring Street
New York, New York 10013

AGREEMENT

HOTEL SUITE UNIT «Unit_»

TRUMP SOHO HOTEL CONDOMINIUM NEW YORK
246 Spring Street
New York, New York 10013

(to be executed in quadruplicate)

AGREEMENT (this "Agreement"), made as of the ___ day of _____ 2013, between BAYROCK/SAPIR ORGANIZATION LLC, a Delaware limited liability company, having an office at 160 Varick Street, 2nd Floor, New York, N.Y. 10013 (hereinafter, "Sponsor"), and «Purchasers_First_Name» «Purchasers_Last_Name» having an address at «Purchasers_Permanent_Address» «Purchasers_Permanent_Address_2_Suite» «Purchasers_Permanent_City», «Purchasers_Permanent_State» «Purchasers_Permanet_ZipCode» «Purchasers_Permanent_Country» (hereinafter, "Purchaser").

W I T N E S S E T H:

1. **Definitions.** Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for Trump SoHo Hotel Condominium New York, (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

2. **Hotel Suite Unit.** Sponsor hereby agrees to sell to Purchaser, and Purchaser hereby agrees to acquire from Seller, Hotel Suite Unit «Unit_» at the Condominium (as designated in the Declaration), together with the undivided «Common_Interest_Value» interest in the Common Elements appurtenant to such Hotel Suite Unit (the "Unit") and certain fixtures, furnishing and equipment (the "FF&E") more particularly described on Schedule A-1 attached hereto and made part hereof, upon and subject to the terms and conditions set forth herein.

3. **Purchase Price.**

3.1 The purchase price for the Unit and the FF&E (the "Purchase Price") is «Purchase_Price_Value» payable as follows:

(a) «Initial_Deposit_Value» (the "Deposit"), due upon the signing and submitting of this Agreement, receipt of which (subject to collection) is hereby acknowledged;

(b) «Balance_Value». (the "Balance"), constituting the balance of the Purchase Price, at the closing as hereinafter provided.

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank which is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Kurzman Eisenberg Corbin & Lever LLP, as Escrow Agent". The check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be good certified check of Purchaser or official bank or cashier's check, made payable to the direct order of "BAYROCK/SAPIR ORGANIZATION LLC" (or

such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, the Escrow Agent is authorized to deliver such check to Sponsor and Sponsor will have the choice of remedies set forth in the Plan and in this Agreement with respect to an Event of Default (which shall include suing on such dishonored check or (at Sponsor's option) canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default).

4. Deposit; Escrow and Trust Fund Provisions.

4.1 The Deposit shall be deposited within five (5) business days after this Agreement is countersigned by or on behalf of Sponsor and returned to Purchaser subject to the provisions of the Plan with respect to the designation of a substitute bank and/or account type or title.

4.2 The law firm of Kurzman Eisenberg Corbin & Lever, LLP, with a an address at 1 North Broadway, White Plains, New York 10601, telephone number 914-285-9800, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Stuart Berg, Steven M. Goldman, Stephen Levy, Lee Corbin and Christine Konefal. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

4.3 Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

4.4 The Escrow Agent has established the escrow account at Hudson Valley Bank, located at 60 East 42nd Street, New York, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Kurzman Eisenberg Corbin & Lever, LLP, Master Escrow Account ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000.00 per deposit. Any deposit in excess of $250,000 will not be insured.

4.5 All Deposits received by Purchaser shall be in the form of checks or wire transfers of immediately available funds, and shall be made payable to the order of Kurzman Eisenberg Corbin & Lever, LLP, as Escrow Agent.

4.6 The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is currently ___%. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

4.7 Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. With ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

4.8 The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within

ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Financing Bureau, 120 Broadway, 23rd Floor, New York, NY 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

4.9 All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

4.10 The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in this Purchase Agreement upon closing of title to the Unit; or

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

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

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

The Sponsor shall not object to the release of the Deposit to a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

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

4.11 Any provision of any Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

4.12 Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

4.13 A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

4.14 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

4.15 Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

4.16 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

4.17 Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

4.18 Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

4.19 Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

4.20 Sponsor is required by law to submit a Form 1099 to the Internal Revenue Service reporting any interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this Article or Article 8.

5. Closing Date and Place.

5.1 The closing of title shall be held at the offices of Kurzman Eisenberg Corbin & Lever LLP, 360 Lexington Avenue, New York, New York (or such other place in the City and State of New York as Sponsor may designate to Purchaser) on _____, 2012 at 10:00 A.M., TIME BEING OF THE ESSENCE AS TO SUCH DATE. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set for a closing for more than twelve months in the aggregate without the consent of Purchaser).

5.2 Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.

6. Delivery of Deed and Power of Attorney.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject only to

the liens, encumbrances and title conditions set forth on Schedule B annexed hereto and made a part hereof. Sponsor shall prepare the deed, which shall be substantially in the form set forth in Exhibit 3 in Part II of the Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Sponsor and Purchaser shall execute and deliver a bill of sale with respect to the FF&E, prepared by Sponsor and substantially in the form set forth as Exhibit 12 in Part II of the Plan.

6.3 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Board, prepared by Sponsor and substantially in the form set forth as Exhibit 2 in Part II of the Plan.

6.4 Purchaser acknowledges and confirms the matters set forth in Purchaser's Express Acknowledgement Regarding Certain Matters and Disclaimers attached hereto as Exhibit A and made part hereof. At the closing of title, Purchaser shall execute and deliver such acknowledgment to Sponsor.

6.5 The executed deed and power of attorney shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded: (i) the deed shall be returned to Purchaser; and (ii) the power of attorney in favor of the Board shall be returned to the Board (or as the Board shall direct).

6.6 Purchaser's payment of the Balance and acceptance of the deed to the Unit shall constitute Purchaser's recognition that Sponsor has fully satisfactorily performed those obligations stated in the Plan and/or this Agreement to be performed by Sponsor prior to closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of purchasers under Article 23-A of the General Business Law, the Plan or Part 20 of the Regulations issued by the Department of Law.

7. State of Title.

7.1 Unless specifically directed otherwise by Purchaser, Sponsor shall order, at Purchaser's expense, a commitment for title insurance from TriMax Abstract Services, LLC, 152 Madison Ave, 15th Floor, New York, NY 10016 (212.684.3030), or any other licensed title insurance company doing business in the State of New York as Sponsor shall designate. The title conveyed by Sponsor to Purchaser shall be subject only to the liens, encumbrances and title conditions set forth in Schedule B annexed hereto and made a part hereof. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to the Title Company (as such term is defined the Plan), together with the recording or filing fee; or (b) Purchaser's title insurance company will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the Title Company would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Title Company in connection with the closing of any other Units in the Condominium).

7.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in Schedule B. However, if such defect existed at least 10 days prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such

defect in title at least 10 days prior to the closing, then, for purposes of Article 12 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

7.3 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage which would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Section 7.3 shall survive the closing of title or the termination of this Agreement.

8. Closing Adjustments.

8.1 The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

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

(c) if Purchaser is allowed to occupy the Unit prior to the closing, accrued rent and any other charges pursuant to an interim lease or occupancy or other agreement, if any, covering the Unit.

8.2 If the Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser; however, the installment for the then current period shall be apportioned appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 8.1(a) hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit in the manner set forth in Section 6.16 of the By-Laws and in Part I of the Plan.

8.3 Sponsor shall remit or cause to be remitted to Purchaser an amount equal to interest, if any, earned on the Deposit, on or promptly after the Closing Date.

8.4 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 7 above, and title thereafter closes, then:

(a) the closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) Purchaser shall pay Sponsor interest at the rate of 0.04% per day (or such lower rate per day which is the legal limit, if 0.04% per day exceeds the legal limit) on the Purchase Price, computed from the original Closing Date until this transaction is actually closed. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, the

foregoing provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

8.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect to Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as aforesaid and as otherwise provided herein or in the Plan.

8.6 Any errors or omissions in calculating apportionments at closing shall be corrected, and payment shall be made to the proper party, promptly after discovery. This provision shall survive the closing.

9. Closing Costs

Purchaser shall be required to pay certain costs in connection with the purchase of the Unit, in addition to any net credit in favor of Sponsor that may result from the closing adjustments and any interest or late closing charge described in Article 8. Other than any such net credit in favor of Sponsor that may result from the closing adjustments (or certain other fees which may be payable prior to the closing, as described below), all such closing costs shall be paid by Purchaser, at closing, by Purchaser's unendorsed, personal certified check or by official bank check, in either event drawn only upon a bank that is a member of the New York Clearing House Association. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date hereof and are subject to change without prior notice:

9.1 If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending upon the amount of insurance purchased.

9.2 Purchaser will pay a fee to the City Register for recording the deed and the power of attorney and will pay the filing fee for the RP-5217 form, in each case, at the rate and/or in the amount applicable at the time of the closing. In addition, Purchaser's title insurance company may charge various fees and service charges in connection with such recordings and filings, all of which shall be payable by Purchaser.

9.3 If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to, the following:

(a) a fee and service charge for recording the mortgage at the same rates given above for recording the deed and power of attorney;

(b) a mortgage recording tax in the amount provided for by law, taking into account however any deduction for the amount payable to Sponsor under subparagraph (c) below;

(c) to Sponsor, a sum equal to the full amount (but not in excess thereof) of the partial mortgage recording tax credit provided by Section 339-ee(2) of the New York Condominium Act, to the extent the same is or becomes available, as a reimbursement for the mortgage recording taxes previously paid (such credit is based, in general, on the Common Interest of the Units being purchased multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Property);

(d) the premium for mortgage title insurance, if required by Purchaser's lender;

(e) deposits for Common Charges, real estate taxes, any assessments, water charges and sewer rents (if separately assessed), if required by Purchaser's lender; and

(f) such other costs and expenses in connection with such loan as determined by Purchaser's lender.

9.4 Purchaser will be required to pay the amount of $1,750.00 to Kurzman Eisenberg Corbin & Lever LLP, Sponsor's counsel, for each Unit purchased hereunder, in order to defray Sponsor's legal fees for services in connection with preparing the deed and power of attorney and for coordinating and attending the closing and the sum of $250 for the preparation of ACRIS transfer documents required by the City of New York. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel or if Purchaser otherwise requests that the Closing occur other than at the office of Sponsor's counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor in its sole discretion consents to such request, the closing may be held elsewhere in New York City, provided that Purchaser shall pay Sponsor's counsel a travel fee of $500 if the closing is held elsewhere in Manhattan and $750 if the closing is held in another borough other than Manhattan. If, through no fault of Sponsor, Purchaser fails to close on the date scheduled by Sponsor (including, without limitation, the failure of Purchaser or Purchaser's attorney to give at least ten (10) days' prior written notice of a title defect as required in Article 7 above and the failure of Purchaser to have payment in proper form available at closing), then Purchaser shall pay to Sponsor's counsel an additional fee of $600 for each Unit purchased hereunder for each rescheduled closing to help defray the cost of preparing for and coordinating the new closing and recalculating the closing apportionments. If Purchaser shall obtain mortgage financing, then Purchaser shall pay an additional fee of $600 to Sponsor's counsel to defray the additional costs associated therewith. In addition, if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement (or Purchaser otherwise exercises its limited right with respect to an assignment as provided in Section 23.4 hereof), a fee of $850, shall be payable by Purchaser to Sponsor's counsel, for preparation of an assignment agreement. If Purchaser is undertaking a Section 1031 like-kind exchange, then Purchaser shall pay an additional fee of $850 to defray the additional costs associated therewith. Purchaser may be required to pay more than one fee pursuant to the preceding sentence and forgoing provisions with respect to a single Unit. At Sponsor's option in its sole discretion, any one or more of the foregoing fees to be paid to Sponsor's counsel shall be paid by Purchaser in advance, prior to closing, upon notice to Purchaser.

9.5 Purchaser shall make a contribution to the Working Capital Fund of the Condominium, payable to the Board, in an amount equal to two (2) months' of the Common Charges then in effect for each Unit pursuant to the Condominium budget and in accordance with Schedule A in the Plan, as the same may be amended from time to time.

9.6 Purchaser shall pay to the Board the Common Charges for the Unit for the first full month following the month in which title closes. In addition, if Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) shall pay to the Board an amount equal to the Common Charges for such Unit for a period of two (2) years as security for the faithful observance by Purchaser of the terms, provisions and conditions of the By-Laws. In the event that Purchaser defaults in respect of the terms, provisions and conditions of the By-Laws, the Board may use, apply, or retain the whole or any part of the security so paid in advance to the extent required for the payment of any Common Charges or any other sum as to which Purchaser is in default; and such Unit Owner shall, within thirty (30) days after notice from the Board, deposit with such Board the amount so applied or retained so that at the option of the Board, such Board shall have the full amount of said security on hand at all times. The provisions of the preceding sentence shall survive the closing of title.

9.7 Purchaser shall be required to pay the combined state and local sales tax applied in respect of that portion of the Purchase Price attributable to the FF&E which, for such purposes, shall be the rate of $43.00 per square foot.

9.8 Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Section 9.8 and to indemnify Sponsor as herein provided shall survive the closing of title or the termination of this Agreement.

10. Transfer Tax Returns. At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by law. The RPT Form and Combined Tax Form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

11. The Plan.

11.1 Purchaser acknowledges having received and read a copy of the Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to express modifications to the terms of the Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern.

11.3 Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, Restrictive Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

12. Default by Purchaser. (a) Any of the following shall constitute an "Event of Default" hereunder:

(i) Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser in Article 8 or 9 hereof on the Closing Date designated by Sponsor pursuant to Article 5 hereof, or the dishonor of any check given by Purchaser to Sponsor; or

(ii) the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(iii) the occurrence of any Events of Default under any other Agreement between Sponsor and Purchaser, or between Sponsor and any member or members of Purchaser's immediate family or between Sponsor and any parent, affiliate or subsidiary of Purchaser; or

(iv) if Purchaser is permitted to become the tenant or other occupant of the Unit, Purchaser's failure to pay rent or to perform some other lease or occupancy obligation within the period after notice, if any, set forth in the lease or occupancy or other agreement and either (x) Sponsor has obtained an order of eviction against Purchaser from a court of competent jurisdiction or (y) Purchaser has vacated the Unit; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same within thirty (30) days.

(b) **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to cancel this Agreement. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such thirty (30) days, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit and any interest earned on the Deposit. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for any of the proceeds of such sale.

(c) Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to Sponsor as Sponsor's sole and exclusive remedy. The payment of the deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

(d) NEITHER SELLER NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THIS AGREEMENT OR THE PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND

ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

13. **Agreement Subject to Lien of Mortgage**. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made 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 fullest extent thereof, without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

14. **Agreement Subject to Plan Being Effective**. Purchaser hereby acknowledges that the Plan has been declared effective and that the First Closing has occurred.

15. **Sponsor's Inability to Convey the Unit**. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor 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 Sponsor is not so obligated under the Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole 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 Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within 30 days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. 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 and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy above to acquire title subject to such inability.

16. **Fixtures, Appliances and Personal Property**. Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in the sale of the Unit pursuant to this Agreement. Except as otherwise set forth herein or in the plan, no portion of the Purchase Price shall be attributable to such items.

17. **Construction**.

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the Plans and

Specifications (as defined in the Plan), subject to the right of Sponsor to amend the Plan and the Plans and Specifications in order to substitute materials, equipment or fixtures of equal or better quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a temporary or permanent Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Plan in the Section entitled "Rights and Obligations of Sponsor."

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the Section of the Plan entitled "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

17.3 The closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Prerequisites to Closing of Title" in Part I of the Plan. As a result, if all other prerequisites not involving the construction of the Unit are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without any credit against or abatement in the Purchase Price and without any provision for escrow) once a temporary or permanent Certificate of Occupancy is issued for the Unit (notwithstanding any construction items noted on Purchaser's Inspection Report (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building not preventing Purchaser's occupancy of the Unit).

18. Inspection of Unit. At least one week (but not more than one month) prior to the Closing Date, at Sponsor's direction, Sponsor's representative shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with Sponsor's representative to inspect the Unit within the week prior to the Closing Date. Purchaser or his or her duly authorized agent shall attend such inspection, shall carefully inspect the Unit, and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule C to this Agreement) and deliver same to Sponsor's representative at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the week prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Plan. The FF&E will be delivered to the Unit in accordance with the configuration plan (the "Configuration Plan") attached hereto as Schedule A-2, although the absence of any item(s) of FF&E within the Unit and/or a deviation from the Configuration Plan will not excuse Purchaser from closing title to the Unit. Purchaser may not choose to purchase the Unit without the FF&E.

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

19.1 The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title and the election by Sponsor to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to 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, subject to the rights

of the Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title or the termination of the Agreement.

19.2 In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, with notice thereof to Purchaser, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages.

20. **No Representations**. Purchaser acknowledges that Purchaser 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 Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained 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 of the Unit, the ability to rent the Unit and/or the rental income therefor, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented; Purchaser has relied solely on his or her 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 Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans on file in Sponsor's office and to be filed in the City Register's Office, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article 20 shall survive the closing of title or the termination of this Agreement.

21. **Prohibition Against Advertising**. Purchaser hereby covenants and agrees that it shall not, prior to the closing of title hereunder, list the Unit for sale or resale with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 12 hereof. The provisions of this Article 21 shall survive the closing of title or the termination of this Agreement.

22. **Broker**. Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than Selling Agent and «Brokers Company». Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than Selling Agent and the aforementioned broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker other than Selling Agent on account of any acts or dealings of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title or the termination of this Agreement.

23. **Agreement May Not Be Assigned.**

23.1 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by Purchaser entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth in Article 12 hereof, and shall be voidable at the option of Sponsor.

23.2 If Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of twenty five (25%) or less of the stock, or in the case of a partnership, limited liability company or other entity, twenty five percent or less (25%) of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of seventy five percent (75%) or more of the interests in such entity or possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.3 If a Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's closing counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's closing counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's closing counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $850 made payable to Kurzman Eisenberg Corbin & Lever LLP (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to cancel this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Plan will remain in effect.

23.4 Notwithstanding the provisions of Section 23.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to member(s) of Purchaser's Immediate Family, provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Section 23.3 above. For purposes of this Section 23.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control"

means the ownership of seventy five percent (75%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.5 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

24. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. If this Agreement is not signed by Sponsor and a fully executed counterpart delivered to Purchaser or its attorneys within thirty (30) days after the date hereof, this Agreement shall be deemed to have been rejected and the Deposit shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

25. Notices.

25.1 Any notice, election, demand, consent, request or other communication hereunder or under the Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed: to Purchaser at the address given at the beginning of this Agreement; and to Sponsor, addressed to Selling Agent at: 160 Varick Street, 2nd Floor, New York, New York 10013, with a copy sent simultaneously and in like manner to Kurzman Eisenberg Corbin & Lever LLP, 1 North Broadway, White Plains, New York 10601, Attention: Steven M. Goldman, Esq. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected or, in the case of mailing, three (3) days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

25.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel (Kurzman Eisenberg Corbin & Lever LLP) as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

26. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

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

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

28. **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 of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **Severability**. If any provision of this Agreement or the Plan is invalid or unenforceable 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.

30. **Strict Compliance**. Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

31. **No Lien**. Neither this Agreement nor any monies deposited hereunder or expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated, and Purchaser may not record this Agreement or a memorandum thereof.

32. **Governing Law**. The provisions of this Agreement shall be governed by, and construed and enforced 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.

33. **Purchaser's Representations**.

33.1 Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the Deposit represents Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the Deposit.

33.2 Purchaser is not now, nor shall it be at any time prior to or at the closing of title, an individual, corporation, partnership, joint venture, trust, trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise). Neither Purchaser nor any Person who owns an interest in Purchaser is now nor shall be at any time prior to or at

the closing of title a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

33.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

33.4 The provisions of this Article shall survive the closing of title to the Unit or termination of this Agreement.

34. Agreement Not Contingent Upon Financing. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Article 3 of this Agreement, and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance the purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, any change in Purchaser's financial status or condition, nor any delay in or adjournment of the Closing, shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

35. Costs of Enforcing and Defending Agreement. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder. The provisions of this Article shall survive closing of title or the termination of this Agreement.

36. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. 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. The provisions of this Article shall survive closing of title or the termination of this Agreement.

37. Waiver of Diplomatic or Sovereign Immunity.

37.1 Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

37.2 As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

37.3 Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

37.4 Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 37.

37.5 Nothing in this Article 37 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

37.6 The provisions of this Article 37 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

37.7 In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser shall hereby be deemed to have designated and hereby designates C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 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.

37.8 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

38. Entire Agreement. This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

39. **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 otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

40. **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.

41. **Successors and Assigns**. Subject to the provisions of Article 23 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

42. **No Oral Changes**. This Agreement, or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

43. **Counterparts**. This Agreement and any Rider(s) which may be annexed hereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. A facsimile signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding. The party tendering such facsimile signature shall provide the other party with original counterparts of the signature page promptly after delivery of the facsimile signature page, although the failure to do so shall not invalidate the effectiveness of the facsimile signature.

44. **Rule of Construction**. There shall be no presumption against the drafter of this Agreement or the Plan.

45. **Section 1031 Exchange**. Sponsor hereby acknowledges that the acquisition of the Unit hereunder may be in connection with a tax deferred exchange under §1031 of the Internal Revenue Code and that Purchaser (except as prohibited by paragraph 24 of this Agreement) may be assigning all of its rights and obligations hereunder to a qualified intermediary as part of, and in furtherance of, such tax deferred exchange. Sponsor hereby agrees to reasonably assist and cooperate in such tax deferred exchange, provided, however, that: (i) any action taken in connection with such tax deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction contemplated by this Agreement (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's closing counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of Purchaser (or any other party to such tax deferred exchange) or cooperation on the part of Sponsor in connection with or related to said tax deferred exchange will frustrate the purpose of this Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under this Agreement or increase any of Sponsor's obligations or duties under this Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of any tax deferred exchange, to convey any property (other than the Unit), acquire any property, or accept any form of payment in respect of the amounts due hereunder other than as set forth herein. Purchaser shall indemnify and shall hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees) or liabilities incurred by Sponsor in connection with or resulting from the said tax deferred exchange, and such indemnity shall survive the closing of title or the termination of this Agreement. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

46. **Disclaimer of Implied Warranties**. All manufacturers' warranties will be passed through to Purchaser at closing of title. To the maximum extent lawful, all implied warranties of fitness for a particular purpose, merchantability and habitability, any and all express or implied warranties as to design, construction, sound transmission, furnishing and equipping of the Building, all warranties imposed by statute and all other implied or express warranties of any kind or character are specifically disclaimed. Seller has not given and Purchaser has not relied on or bargained for any such warranties, either with respect to any portions of the Building or otherwise. As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above). Without limiting the generality of the foregoing, if, but only if, Seller is prohibited from disclaiming entirely certain implied warranties by reason of the provisions of the "Magnuson-Moss Warranty Act" (15 U.S.C. § 2301 et seq. (1981) (the "Warranty Act"), if applicable, Seller hereby limits those implied warranties (if any) (a) in scope to those (if any) given on "consumer products" (if any) (as defined in the Warranty Act if applicable) which are actually covered by the limited warranty, and (b) in duration to the one year period of Seller's limited warranty, and all those implied warranties (if any) are hereby disclaimed absolutely thereafter. This paragraph will survive (continue to be effective after) closing.

48. **Return of Condominium Documents**. If this Agreement is canceled for any reason, Purchaser will, along with the written notification of cancellation to Seller, return to Seller all of the Plan and other documents delivered to Purchaser in the same condition received, reasonable wear and tear excepted. If Purchaser fails to return such documents, Purchaser agrees to pay Seller $150.00 to defray the costs of preparation, printing and delivery of same.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

BAYROCK/SAPIR ORGANIZATION LLC

_____

Name:
Title:

PURCHASER:

By:_____
Name: «Purchasers_First_Name» «Purchasers_Last_Name»
Title:
Social Sec. Number
or Federal Tax ID:_____
Date of Birth (if individual) : _____

Purchaser acknowledges receipt
of Offering Plan [and amendments]
on _____ ___, 20__

Initials of Purchaser:

_____

As to Escrow Provisions set forth in Paragraph 4:

ESCROW AGENT:

KURZMAN EISENBERG CORBIN & LEVER LLP

By: _____
Name:

SCHEDULE A-1

FF&E DESCRIPTION

See FF&E specifications available at the sales office.

SCHEDULE A-2

FF&E CONFIGURATION PLAN

See FF&E configuration plan available at the sales office.

SCHEDULE B

PERMITTED ENCUMBRANCES

1. Building and zoning laws and other regulations, resolutions and ordinances (including, but not limited to, any variances or use regulations) and any amendments thereto now or hereafter adopted.

2. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the Condominium By-Laws (and the Rules and Regulations made thereunder), the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Board and the Floor Plans, all as may be amended from time to time.

3. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building or any portion or element thereof.

4. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Property.

6. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of same.

7. Any encumbrance as to which the Title Company (or the title insurance company that insures Purchaser's title to the Unit) would be willing to insure, at its regular rates and without additional premium, in a fee policy issued by it to Purchaser, that such encumbrance will not be collected out of or enforced against the Unit if it is a lien, or that such encumbrance is not a blanket lien encumbering the Common Elements.

8. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for its permitted purposes.

9. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax.

10. Encroachments of trim, copings, retaining walls, stoops, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the streets, sidewalks or premises abutting the Property, and the rights of governmental authorities to require the removal of any such projections, and variations between record lines of the Property and retaining walls and the like, if any.

11. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

12. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

13. The lien of any unpaid assessment payable in installments (other than assessments levied by the Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at the closing of title).

14. Franchise taxes and New York City Business Corporation taxes of any corporation in the chain of title, provided that the Title Company would be willing in a fee policy issued by it to Purchaser, to insure that such taxes will not be collected out of the Unit.

15. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company (or the title insurance company insuring Purchaser's title to the Unit).

16. Any Certificate of Occupancy for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

17. Any lease or other occupancy agreement for the Unit made by Sponsor and Purchaser.

18. Any violations against the Property (other than the Unit) that are the obligation of the Board or another Unit Owner to correct.

19. Survey (the "Existing Survey") made by Vollmer Associates LLP dated April 23, 2004 and last updated March 6, 2007.

21. Any state of facts which an update of the Existing Survey or any other accurate survey or a personal inspection of the Property and the Unit would show; provided such state of facts would not prevent the use of the Unit for its stated purposes; although any encroachment of a portion of the Unit structure upon another Unit or Units or upon the Common Elements may remain undisturbed as long as the same shall stand.

22. All other covenants, restrictions and matters of record, including the Restrictive Declaration.

23. Covenants and Restrictions contained in deed recorded July 9, 1853 in Liber 636 Cp. 418.

24. Declaration of Zoning Lot Restrictions made among Bayrock/Sapir Organization LLC, f/k/a Bayrock/Zar Spring LLC, the Board of Managers of 145 Americas Condominium and Peter Moore dated as of February 3, 2006 and recorded May 3, 2006 as CRFN 2006000246975.

25. Zoning Lot Development and Easement Agreement made among Bayrock/Sapir Organization LLC, f/k/a Bayrock/Zar Spring LLC, 145 Americas Condominium, acting through its Board of Managers, and Peter Moore dated as of February 3, 2006 and recorded May 3, 2006 as CRFN 2006000246976.

26. Zoning Lot Description and Ownership Statement made by 246 Spring Street LLC dated December 2, 2004 and recorded December 14, 2004 as CRFN 2004000770645.

27. Zoning Lot Certification dated October 8, 2004 and recorded December 14, 2004 as CRFN 2004000770644.

28. Zoning Lot Certification dated February 3, 2006 and recorded May 3, 2006 as CRFN 2006000246974.

29. Waiver of Execution of Declaration of Zoning Lot Restrictions made by Fortress Credit Opportunities I LP, dated as of February 3, 2006 and recorded May 3, 2006 as CRFN 2006000246977.

30. Notice of Certification (re: Urban Plaza) made by 246 Spring Street, LLC dated as of May 18, 2005 and recorded June 13, 2006 as CRFN 2006000332139.

31. Notice of Certification made by Bayrock/Sapir Organization, LLC and Peter Moore, as authorized representative of the Board of Managers of the 145 Americas Condominium, dated as of August 7, 2006 and recorded August 23, 2006 as CRFN 2006000476797.

32. Covenants and Restrictions contained in deed recorded July 9, 1853 in Liber 636 Cp. 418.

33. Declaration of Zoning Lot Restrictions made among Bayrock/Sapir Organization LLC, f/k/a Bayrock/Zar Spring LLC, the Board of Managers of 145 Americas Condominium and Peter Moore dated as of February 3, 2006 and recorded May 3, 2006 as CRFN 2006000246975.

34. Zoning Lot Development and Easement Agreement made among Bayrock/Sapir Organization LLC, f/k/a Bayrock/Zar Spring LLC, 145 Americas Condominium, acting through its Board of Managers, and Peter Moore dated as of February 3, 2006 and recorded May 3, 2006 as CRFN 2006000246976.

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38. Waiver of Execution of Declaration of Zoning Lot Restrictions made by Fortress Credit Opportunities I LP, dated as of February 3, 2006 and recorded May 3, 2006 as CRFN 2006000246977.

39. Zoning Lot Description and Ownership Statement made by Bayrock/Sapir Organization LLC dated April 27, 2007 and recorded May 3, 2007 as CRFN 2007000230105.

40. Notice of Certification (re: Urban Plaza) made by 246 Spring Street, LLC dated as of May 18, 2005 and recorded June 13, 2006 as CRFN 2006000332139.

41. Notice of Certification made by Bayrock/Sapir Organization, LLC and Peter Moore, as authorized representative of the Board of Managers of the 145 Americas Condominium, dated as of August 7, 2006 and recorded August 23, 2006 as CRFN 2006000476797.

42. Restrictive Declaration made by Bayrock/Sapir Organization, LLC dated as of April 26, 2007 and recorded May 4, 2007 as CRFN 2007000233248.

SCHEDULE C

INSPECTION STATEMENT

BAYROCK/SAPIR ORGANIZATION LLC
160 Varick Street, 2nd Floor
New York, New York 10013

Re: Hotel Suite Unit «Unit_»
Trump SoHo Condominium New York

Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found the following items in good condition, free of chips, mars, breaks or other defects:

Items	Initials	Exceptions if any
Windows, window frames		
Electric fixtures & globes		
Interior painted surfaces		
Sinks, tubs, bowls & shower doors & trim		
Cabinets & counter tops		
Vanity tops & base		
Medicine cabinets, doors & mirror		
Hardware		
Flooring		
Appliances		
FF&E		

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, cabinets, vanity knobs and mechanical chimes will be installed just prior to my/our date of moving. I/we agree and I/we will sign off each item requiring adjustment or repairs as it is completed.

_____
Purchaser's Signature

_____
Purchaser's Signature

_____
Sponsor's Representative

EXHIBIT A

PURCHASER'S EXPRESS ACKNOWLEDGEMENT REGARDING CERTAIN MATTERS AND DISCLAIMERS

Purchaser: «Purchasers_First_Name» «Purchasers_Last_Name»

Hotel Suite Unit: «Unit_»

Date: _____, 20__

In connection with the execution of an Agreement to purchase the above-referenced Hotel Suite Unit in the Trump SoHo Hotel Condominium New York, I/we ("Purchaser") hereby acknowledge, for the benefit of Bayrock/Sapir Organization LLC ("Sponsor") and all parent, subsidiary and affiliate entities thereof, and at the closing of title, I/we hereby undertake to further confirm my/our acknowledgement that:

1. The Agreement is being (and was) entered into by Purchaser without reliance upon any representations by Seller or any of its agents, employees or representatives concerning potential economic or tax benefits to be derived from purchasing the Hotel Suite Unit, including appreciation in value, rental income and depreciation.

2. No statements or representations have been made by Seller, or any of its agents, employees or representatives with respect to the ability or willingness of Seller or its affiliates to assist Purchaser in financing, renting or selling the Hotel Suite Unit, any economic or tax benefits to be derived from any managerial efforts of a third party as a result of renting the Hotel Suite Unit or other units, or any economic or tax benefits to be derived from ownership of the Hotel Suite Unit.

3. Purchaser shall neither have nor acquire, by virtue of the purchase of a Hotel Suite Unit or otherwise, any rights to the Trump Mark (as defined in the Plan) or any other intellectual property pertaining to the Condominium.

4. Sponsor has made no representation or warranty that the Hotel Suite Unit will be or will continue to be owned or operated as a hotel (as described in the Plan) or as Trump SoHo Hotel Condominium New York or otherwise under the Trump hotel brand or any other hotel brand, or that the current Hotel Management Company, if any, will continue to be the manager.

5. Use of the Hotel Suite Unit shall be subject to the Occupancy Restrictions (as defined in the Plan) and the terms and conditions of the Restrictive Declaration (as defined in the Plan).

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6. The right to submit the Hotel Suite Unit to any Occupancy Plan (as defined in the Plan) shall extend only to Sponsor and shall specifically not be available to Purchaser, other owners of Hotel Suite Units, the Board, any Commercial Unit Owner, including their successors, or assigns, except with the prior written consent of Sponsor.

PURCHASER:

By:_____
Name:
«Purchasers_First_Name»«Purchasers_Last_Name»
Title:

EXHIBIT A-1

HOTEL SUITE UNIT FLOOR PLAN