DECLARATION OF COVENANTS & RESTRICTIONS

By

THE TRUSTEES OF COLUMBIA UNIVERSITY

IN THE CITY OF NEW YORK,

DATED AS OF DECEMBER 14, 2011

NEW YORK COUNTY

Tax Block 1986, Lots 1, 6, 10, 30 and 65;
Tax Block 1987, Lot 7 and part of Lot 9;
Tax Block 1995, Lot 31;
Tax Block 1996, Lots 14, 15, 16, 18, 20, 21, 23, 29, 34, 36 and 50;
Tax Block 1997, Lots 1, 6, 9, 14, 17, 18, 21, 27, 29, 30, 33, 34, 40, 47, 48, 49, 52, 55, 56, 61 and 64; and
Tax Block 1998, Lots 1, 3, 6, 10, 13, 16, 24, 26, 57 and 61

Record and Return to:
Carter Ledyard & Milburn LLP
2 Wall Street
New York, New York 10005
Attn: John R. Casolaro

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DECLARATION OF COVENANTS & RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made as of the 14th day of December, 2011 by **THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK**, a New York non-profit corporation, having an office at 412 Low Memorial Library, 535 West 116th Street, New York, New York 10027.

W I T N E S S E T H:

WHEREAS:

A. Declarant (as hereafter defined) is the owner of fee title to certain real property (together with any Additional Properties, as hereafter defined, as and when acquired and made subject to this Declaration of Covenants and Restrictions, the "Subject Properties"), more particularly described in Exhibit C to this Declaration of Covenants and Restrictions, which real property is located within the approximately 17-acre area hereafter referred to as the "Project Site" and shown in Exhibit A to this Declaration.

B. On December 18, 2008, the New York State Urban Development Corporation d/b/a Empire State Development Corporation ("ESDC") affirmed a Modified General Project Plan (the "GPP") to effectuate the Columbia University Educational Mixed-Use Development Land Use Improvement and Civic Project (the "Project"), a copy of which GPP is annexed hereto as Exhibit B, which GPP was approved by the New York State Public Authorities Control Board on May 20, 2009 (a copy of which approval is annexed hereto as Exhibit D) and is subject to the limitations set forth in such approval.

C. The GPP imposes obligations on Declarant with regard to the construction and operation of the Project, the relocation of Project Site occupants, and the provision of certain Project-related civic benefits, among other things; and Declarant hereby expresses its intention to comply with the GPP and each and every Obligation (as hereafter defined) set forth herein.

D. This Declaration of Covenants and Restrictions effectuates the GPP for the Project to enable the creation of a modern, open, integrated teaching and academic research campus with (i) approximately 6.8 million gross square feet of new facilities housed in up to 16 new buildings, (ii) an adaptively reused existing building, and (iii) a multi-level Below-Grade Facility (as hereafter defined) connecting many of these buildings underneath city streets.

E. The new facilities are to be used for higher education, academic research, campus housing, recreation and support facilities as set forth in Exhibit T to this Declaration of Covenants and Restrictions, including a mix of street level uses intended to transform the Project Site into a vibrant, attractive city streetscape.

F. The principal portion of the Project Site is bounded by and includes West 125th Street on the south, West 133rd Street on the north, Broadway on the east and Twelfth Avenue on the west, as well as certain areas located beneath city streets within such area as shown in Exhibit A.

G. The Project Site also consists of: (a) an area bounded by and including Broadway on the west, West 133rd Street on the south, West 134th Street on the north, and a line between West 133rd Street and West 134th Street approximately 200 feet east of Broadway on the east; and (b) an irregularly-shaped block enclosed by and including Broadway on the west, Old Broadway on the east, West 131st Street on the south, and West 133rd Street on the north, as also shown in Exhibit A.

H. Declarant submitted to the NYCPC (as hereafter defined) two Applications (as hereafter defined) related to an approximately 35-acre area of Manhattanville in West Harlem, which area includes the Project Site in order to rezone such area from manufacturing zoning districts primarily to a C6-1 zoning district, and to amend the Zoning Resolution to create a new Special Manhattanville Mixed-Use District.

I. The NYCPC acted as lead agency and conducted an environmental review of the Applications and related actions pursuant to CEQR and SEQRA (as such terms are hereafter defined).

J. The NYCPC had prepared and accepted a Final Environmental Impact Statement for the Proposed Manhattanville in West Harlem Rezoning and Academic Mixed-Use Development (the "FEIS"), issued a Notice of Completion of FEIS on November 16, 2007, and had prepared and accepted a Technical Memorandum (the "FEIS Memo") with respect to certain modifications of the Applications.

K. The FEIS and the FEIS Memo included detailed discussion of the potential environmental impacts associated with the Project.

L. Based on the FEIS and the FEIS Memo, the NYCPC and the New York City Council issued findings under SEQRA and CEQR and approved the Applications on November 26, 2007 and December 19, 2007, respectively.

M. Upon approval of the Applications by the NYCPC, Declarant executed an Interim Declaration (as hereinafter defined) against certain of the Subject Properties that would restrict development of the Project Site in conformity with the Declarant's Project commitments and mitigation measures set forth in the FEIS and the FEIS Memo. Said Interim Declaration anticipated the filing of this Declaration of Covenants and Restrictions contingent upon future discretionary actions by ESDC.

N. Declarant has received a Building Permit (as hereinafter defined) for the first Stage 1 New Building (as hereinafter defined) and has heretofore paid the sum of Ten Million Dollars ($10,000,000) into an escrow account to be used to encourage and facilitate the preservation and development of affordable housing in accordance with Declarant's obligation upon issuance of the first Stage 1 New Building Permit as contained in Section 3.02(a)(i) of the Interim Declaration.

O. Declarant has requested the assistance of ESDC in effectuating the Project through, *inter alia*, ESDC's (1) adoption of a general project plan; (2) possible acquisition of certain property interests in the Project Site through the exercise of ESDC's powers of eminent domain under the EDPL (as hereinafter defined); and (3) possible acquisition

of certain municipally owned property interests pursuant to Section 14 of the UDC Act (Unconsolidated Laws § 6264). The foregoing acquisitions are necessary to create the assemblage required to develop the Project and to permit the construction of the Below-Grade Facility below city streets.

P. Declarant has agreed to construct, develop and restrict the development, operation, use and maintenance of the Subject Properties in certain respects, which restrictions are set forth in this Declaration of Covenants and Restrictions, so as to ensure that the development of the Project (1) is consistent with the analyses and findings in the FEIS, the findings made by the City pursuant to CEQR and SEQRA and the findings made by ESDC pursuant to SEQRA; (2) includes measures as more particularly described in Sections **3.01** and **3.02** of this Declaration to mitigate adverse environmental impacts identified in the FEIS and to provide project components related to the environment which were material to the analysis of environmental impacts in the FEIS; and (3) conforms to, and is not inconsistent with, the requirements of the GPP.

Q. Chicago Title Insurance Company has certified that, as of November 23, 2011, there are no "parties-in-interest" (as defined in subdivision f(4) of the definition of the term "zoning lot" in Section 12-10 of the Zoning Resolution) in the Subject Properties as of the date hereof other than Declarant (a copy of such Certification is annexed to this Declaration as Exhibit GG).

NOW, THEREFORE, Declarant does hereby declare that the Subject Properties shall be held, sold, conveyed, developed, used, occupied, operated and maintained, subject to the following restrictions, covenants, obligations, easements and agreements, which, to the extent set forth in Section **14.05** hereof, shall run with title to the land and be binding upon each successive owner of any parcel constituting the Subject Properties within the Project Site and the heirs, successors and assigns of each such subsequent owner.

ARTICLE I
DEFINITIONS & RULES OF CONSTRUCTION

Section 1.01 "172nd Street Site" shall mean the land located in the City, County and State of New York at 4070-4076 Broadway as more particularly described in Exhibit M to this Declaration (Tax Block 2141, Lot 17).

Section 1.02 "Academic Use" shall mean the academic uses described in the GPP and in Exhibit E to this Declaration.

Section 1.03 "Academic Research Use" shall mean the academic research uses described in the GPP and in Exhibit F to this Declaration.

Section 1.04 "Additional Properties" shall have the meaning given in Section **6.01(a)** of this Declaration.

Section 1.04A "Adjusted for Inflation" shall mean, with respect to any sum that this Declaration or the LADA specifically provides is to be "Adjusted for Inflation", that there shall be added to such sum (as the same may have been previously adjusted), beginning on the date

hereof unless otherwise specified, on an annual or such other basis as may be specified herein (such annual or other period, the "Specified Interval"), an amount equal to the product of (A) such sum (as the same may have been previously adjusted upward) and (B) a fraction (1) the numerator of which is the difference between [a] the Consumer Price Index for the calendar month immediately preceding the calendar month in which the Specified Interval for which such calculation is being made ended and [b] the Consumer Price Index for the calendar month immediately preceding the calendar month in which the immediately preceding Specified Interval ended (or, if such date would be prior to the date hereof, the calendar month in which the date hereof occurs) (the "Measuring Month"), and (2) the denominator of which is the Consumer Price Index for the Measuring Month; provided, however, (i) if for any Specified Interval the difference between the index numbers in clauses [a] and [b] above is less than zero (0), such numerator shall be deemed to be zero (0) for purposes of calculating the applicable adjustment, and (ii) the applicable adjustment for the Specified Interval immediately following a Specified Interval in which the preceding clause (i) shall have been applicable shall be determined by replacing clause [b] above in its entirety with the following: "[b] the Consumer Price Index for the calendar month immediately preceding the calendar month in which the Last Positive Specified Interval (as hereafter defined) ended. The "Last Positive Specified Interval" shall mean the last Specified Interval prior to the date of the applicable determination hereunder for which the difference between the index numbers determined in accordance with clause [a] above and this clause [b] (prior to being altered due to the triggering of this proviso) was more than zero (0)."

Section 1.04B "Affirmative Action Obligations" shall have the meaning set forth in Section **5.06** of this Declaration.

Section 1.05 "Affordable Housing Fund" shall mean an independent fund held in a segregated account and dedicated to providing financing to encourage and facilitate preservation and development of affordable housing units within Manhattan Community District 9, or any successor district approved by the City, consistent with the City's housing policies.

Section 1.05A "Applicable Public Party" shall mean the City or ESDC, as the Public Party responsible for enforcing a particular Obligation of the Declarant as set forth in Section **7.01** of this Declaration, responsible for approving an amendment to this Declaration as set forth in Sections **6.02** and **6.03** hereof, or for the purposes of Section **2.11** hereof, as more specifically provided therein.

Section 1.06 "Applications" shall mean (1) application No. N070495 ZMM, for an amendment of two zoning maps attached to the Zoning Resolution, in order to rezone such area from manufacturing zoning districts primarily to a C6-1 zoning district and (2) application No. N070496 ZRM to amend the Zoning Resolution to create a new Special Manhattanville Mixed-Use District, submitted to the NYCDCP relating to an approximately 35-acre area of Manhattanville in West Harlem, which area includes the Project Site.

Section 1.07 "Approved CPP" shall mean that Construction Protection Plan dated as of November 6, 2007 for the Manhattanville in West Harlem Rezoning and Academic Mixed-Use Development.

Section 1.08 Intentionally Omitted.

Section 1.09 "Below-Grade Facility" shall mean the below grade portions of new development of the Project underneath (i) Development Sites 2, 3, 4, 6, 6b, 7, 8, 9, 10, 11, 12, 13 and 14, (ii) the Open Space adjacent to such Development Sites, and (iii) West 130th, West 131st and West 132nd Streets between Broadway and Twelfth Avenue.

Section 1.10 "Building Permit" shall mean, with respect to any New Building, a work permit under a "New Building" application authorizing construction of the New Building, or, in the case of the Nash Building, an alteration permit to allow its renovation for the purposes set forth in the description of the Project in the GPP (but shall not include any permit for any Nash Building Temporary Alterations).

Section 1.11 "Business Day" shall mean any day which is not a Saturday, a Sunday or a day observed as a holiday by the City or the State of New York or the federal government of the United States.

Section 1.12 "Bus Depot Site" shall mean the land located in the City, County and State of New York at 2319–2329 Twelfth Avenue as more particularly described in Exhibit I to this Declaration (Tax Block 1999, Lot 1).

Section 1.13 "Central Energy Plants" shall mean the equipment to be located underground within the Central Energy Plant Service Area and/or Tax Block 1999, which will be used to provide heating and cooling and ventilation to certain buildings and below grade space within the Project Site.

Section 1.14 "Central Energy Plant Service Area" shall mean that portion of the Project Site generally west of Broadway and south of 132nd Street.

Section 1.15 "CEQR" shall mean New York City Environmental Quality Review, Executive Order No. 91 of 1977 and 6 RCNY Chapter 5.

Section 1.16 "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (including, without limitation, the Superfund Amendments and Reauthorization Act of 1986), 42. U.S.C. §§ 9601 *et seq.*

Section 1.17 "Charges" shall mean all of the amounts payable by Declarant pursuant to this Declaration, including, but not limited to any sums, costs, expenses, or deposits which Declarant is obligated to pay to and/or deposit with ESDC or the City pursuant to any of the provisions of this Declaration.

Section 1.18 "City" shall mean the City of New York, a municipal corporation in the State of New York, and shall include the City's constituent agencies. Any action required by or to be taken by the City in this Declaration, unless stated otherwise, shall be by and through the NYCDCP and/or the NYCPC, as applicable.

Section 1.18A "City Streets" shall mean the subsurface portions of West 130th, West 131st and West 132nd Streets between Broadway and 12th Avenue (Riverside Drive) and

easements acquired or to be acquired by Declarant underneath streets located within the Project Site.

Section 1.19 "Claim" shall have the meaning given in Section **8.04** of this Declaration.

Section 1.20 Intentionally Omitted.

Section 1.21 "Completed" shall mean, with respect to any New Building, the issuance of a temporary or permanent certificate of occupancy by NYCDOB for occupancy of the entire New Building.

Section 1.22 "Condemnation Parcel" shall mean one or more of the Stage 1 Condemnation Parcels and Stage 2 Condemnation Parcels.

Section 1.23 "Con Edison" shall mean the Consolidated Edison Company of New York and its successors.

Section 1.24 "Con Edison Site" shall mean the land located in the City, County and State of New York more particularly described in Exhibit J to this Declaration (Tax Block 1998, Lot 49).

Section 1.24A "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, New York - Northern New Jersey - Long Island, NY-NJ-CT area, All Items (1982-1984 = 100), or any successor index thereto, appropriately adjusted. If the Consumer Price Index ceases to be published, and there is no successor thereto, such other index as ESDC and Declarant agree upon, each acting reasonably, as appropriately adjusted, shall be substituted for the Consumer Price Index. If the Consumer Price Index ceases to use 1982-1984 = 100 as the basis of calculation, the Consumer Price Index shall be adjusted accordingly.

Section 1.24B "Controlled Affiliate" shall mean any Person (a) controlling, controlled by or under common control with another Person, and for the purposes hereof no Person shall be deemed to control any other Person unless more than fifty percent (50%) of such controlled Person is owned beneficially by the controlling person or entity and (b) which retains the power and authority to make Major Decisions on behalf of the controlled Person.

Section 1.25 Intentionally Omitted.

Section 1.26 "Declarant" shall mean The Trustees of Columbia University in the City of New York, a New York non-profit corporation, having an office at 412 Low Memorial Library, 535 West 116th Street, New York, New York 10027, and any successor thereto that controls the Columbia University endowment.

Section 1.27 "Declaration" shall mean this Declaration of Covenants and Restrictions, as the same may be amended or supplemented from time to time in accordance with its provisions.

Section 1.28 "Default" shall mean (subject to Uncontrollable Circumstances): (a) the failure of Declarant to comply with any obligation of Declarant under this Declaration, regardless whether the provision is denominated as an "Obligation" herein, including the failure of Declarant to make payment of any Charges under this Declaration; (b) Declarant's taking any actions prohibited by this Declaration, or Declarant's failing to take any actions as and when required by this Declaration; and (c) any condition or event, or failure of any condition or event to occur, that is a breach of this Declaration or that is otherwise specifically identified as a Default hereunder, provided, however, that no such Default shall exist with respect to any of the foregoing unless and until a Default Notice shall have been given pursuant to Section **7.02** of this Declaration and received by Declarant (and, if applicable, to a Recognized Mortgagee and/or Successor Interest) pursuant to Section **9.01(c)** hereof.

Section 1.29 "Default Notice" shall have the meaning set forth in Section **7.02** of this Declaration.

Section 1.30 "Delay Notice" shall have the meaning set forth in Section **2.11(a)** of this Declaration.

Section 1.31 "Development Sites" shall mean the Development Sites shown in Exhibit K to this Declaration. Each reference in this Declaration to a numbered Development Site shall be a reference to the Development Site so numbered in Exhibit K. The dimensions shown in Exhibit K are approximate dimensions, and footprints for New Buildings may vary.

Section 1.32 "Discharge" shall have the meaning specified in the New York Navigation Law of the State of New York, Article 12, § 172(8).

Section 1.33 "Disposal" shall have the meaning set forth in the Resource Conservation and Recovery Act of 1976 provided, however, that to the extent the laws of the state or municipality in which the Subject Properties are located establish or shall establish a meaning broader than that in RCRA, such broader meaning shall apply.

Section 1.33A "Due Diligence" shall mean performance of work with reasonable continuity, dispatch and diligence, subject to Uncontrollable Circumstances and inability to obtain Possession of Condemnation Parcels, and taking into account such discontinuance, re-sequencing or adjustment of work as may be consistent with good construction practices and construction logistics and phasing, or as may be necessary as a result of site conditions, compliance with Legal Requirements and requirements of Governmental Authorities. In addition to interruption of continuous work on account of sequencing, phasing or Uncontrollable Circumstances and inability to obtain Possession of Condemnation Parcels or as may be necessary as a result of site conditions, compliance with Legal Requirements and requirements of Governmental Authorities, Due Diligence shall not be deemed violated if any specific work at the Project Site is interrupted for an additional total of not more than one hundred twenty (120) days in any one-year period. The one hundred twenty (120) day period referred to in the immediately preceding sentence shall not apply to Declarant's obligation (if any) to create temporary publicly accessible open space as provided in Sections **2.10(k)**, **2.10(n)**, or **2.10(r)** hereof.

Section 1.34 "EDPL" shall mean the Eminent Domain Procedure Law of the State of New York, as amended, from time to time.

Section 1.35 "Environmental Conditions" shall mean the presence or threatened presence of Hazardous Materials (as hereafter defined), including from the use, storage, installation, existence, Release, threatened Release, Discharge, generation, abatement, removal, Disposal, handling or transportation from, under, into or on the Subject Properties (or any portion thereof) of any Hazardous Materials.

Section 1.36 "Environmental Laws" shall mean, to the extent applicable in accordance with their terms, any and all laws, statutes, ordinances, rules, regulations, or orders of any governmental body, whether federal, state or local, pertaining to health or the environment now or in the future in effect, including, without limitation, CERCLA, RCRA, the Clean Air Act, as amended (42 U.S.C. §§ 7401 *et seq.*), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 *et seq.*), the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §§ 651 *et seq.*), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 *et seq.*), the Hazardous & Solid Waste Amendments Act of 1984, as amended (P.L. 98-616, 98 Stat. 3221), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 5101 *et seq.*), the Oil Pollution Act of 1990 (33 U.S.C. §§ 270 *et seq.*), the Navigation Law of the State of New York, the New York State Inactive Hazardous Waste Disposal Act, N.Y. Environmental Conservation Law, Article 27, Titles 13 and 14, and any state and/or local laws implementing the foregoing laws, and all other environmental conservation or protection laws.

Section 1.37 "ESDC" shall mean the New York State Urban Development Corporation d/b/a Empire State Development Corporation, or any successor to its jurisdiction.

Section 1.37A "ESDC Shop Site Deed" shall mean that certain deed of the MTA Shop Site dated as of July 14, 2011 and recorded with the Office of the New York City Register, New York County, as CFRN2011000269891.

Section 1.38 "FEIS" shall mean the Proposed Manhattanville in West Harlem Rezoning and Academic Mixed-Use Development Final Environmental Impact Statement (CEQR No.: 06DCP032M) dated November 2007.

Section 1.39 "FEIS Monitor" shall have the meaning given in Section **3.06** of this Declaration.

Section 1.40 "FEIS Obligation" shall mean an obligation that is set forth in the FEIS, the FEIS Memo, or the Technical Memoranda (a) that is specifically required by the provisions of the FEIS to be incorporated into this Declaration, (b) that is a mitigation measure identified in Chapter 23 of the FEIS or (c) that is a PCRE.

Section 1.40A "FEIS Memo" shall mean that certain Technical Memorandum dated November 26, 2007 and referred to in Recital J above.

Section 1.40B "Final Default Notice" shall mean a Notice issued by the Applicable Public Party to Declarant (and, if applicable, to a Recognized Mortgagee and/or Successor

Interest), after Declarant's breach or alleged breach of an Obligation that remains uncured after the issuance of a Default Notice and the expiration of the applicable cure period, and received by Declarant pursuant to Section **9.01(c)** hereof after the applicable cure period set forth in Section **7.03** hereof has expired and such breach or alleged breach has not been cured.

Section 1.41 "Floor Area" shall mean "floor area" as defined in Section 12-10 of the Zoning Resolution.

Section 1.41A "Governmental Authorities" shall mean the United States of America, the State of New York, MTA, the City and any agency, department, legislative body, commission, board, bureau, instrumentality or political subdivision of any of the foregoing, now existing or hereafter created, having or claiming regulatory jurisdiction over the Project Site or any portion thereof or any street, road, avenue, sidewalk or water comprising a part of or immediately adjacent to the Project Site, or any vault in or under the Project Site.

Section 1.42 "GPP" shall mean that Modified General Project Plan dated December 18, 2008 annexed hereto as Exhibit B, as the same may be modified or amended from time to time by ESDC with the approval of Declarant.

Section 1.43 "GPP Monitor" shall have the meaning given in Section **5.02** of this Declaration.

Section 1.44 Intentionally Omitted.

Section 1.45 "Grove" shall mean the portion of the Open Space of approximately 585 square feet to be located adjacent to Development Site 1 as shown on Exhibit H to this Declaration.

Section 1.46 "GSF" shall mean the sum of all of the gross areas of the several floors of a building or buildings, whether above or below grade, measured from the exterior faces of exterior walls of a building (including, for the portion of a building below grade, from the exterior faces of the exterior below grade portion of the building) or from the center lines of walls separating two buildings.

Section 1.47 "Hazardous Materials" shall mean (a) any "hazardous substance" as defined pursuant to Section 101(14) of CERCLA, as amended from time to time, (b) any "hazardous waste" as defined pursuant to Section 27-1301(1) of the New York Environmental Conservation Law, as amended from time to time, (c) any "contaminant" as defined pursuant to Section 27-1405 of the New York Environmental Conservation Law, as amended from time to time, (d) petroleum or petroleum products, crude oil or any by products thereof, natural gas or synthetic gas used for fuel, (e) any asbestos, asbestos containing material or polychlorinated biphenyl and (f) any additional substances or materials which are classified or considered to be hazardous or toxic under the laws of the City of New York, the State of New York, the United States of America or under any other Legal Requirements, provided, however, that to the extent the laws of the state or municipality in which the Subject Properties are located establish or shall establish a meaning broader than that in CERCLA or RCRA, such broader meaning shall apply.

Section 1.48 "HCDC" shall have the meaning given in Section **5.07(d)(i)** of this Declaration.

Section 1.49 "Implementation Plan" shall have the meaning set forth in Section **5.03(a)** of this Declaration.

Section 1.49A "Imprest Account" shall have the meaning given in Section 1.01 of the LADA (as hereinafter defined).

Section 1.50 "Indemnified Parties" shall have the meaning set forth in Section **8.01** of this Declaration.

Section 1.51 "Initial Delivery Date" shall mean the date on which ESDC has provided Possession to Declarant of all of the Initial Stage 1 Condemnation Parcels.

Section 1.51A "Initial Stage 1 Condemnation Letter" shall mean the initial letter delivered to ESDC simultaneously with the execution of this Declaration, as referred to in Section **1.111** hereof.

Section 1.51B "Initial Stage 1 Condemnation Parcels" shall mean those Stage 1 Condemnation Parcels referred to in the Initial Stage 1 Condemnation Letter.

Section 1.52 "Insurance Requirements" shall mean all of the terms and conditions of all insurance policies maintained by Declarant covering, related to or applicable to the Project, all requirements of the issuers of such policies and all rules, regulations, orders and other requirements or standards issued or promulgated by the New York Board of Fire Underwriters or any other national or regional body in lieu of the foregoing exercising similar functions whose requirements or standards must be complied with in order to obtain any governmental approval or insurance policy required hereunder, and applicable to or affecting the Project or the use and occupancy thereof.

Section 1.52A "Interim Declaration" shall mean that certain Declaration executed by Declarant on November 26, 2007 in connection with NYCPC's approval of the Applications.

Section 1.53 "Labs21" shall mean the "Laboratories for the 21st Century" cooperative program of the U.S. Environmental Protection Agency and the U.S. Department of Energy (or any successor program) to improve the energy efficiency and environmental performance of laboratories.

Section 1.54 "LADA" shall mean the Land Acquisition, Disposition and Development Agreement of even date hereof by and between Declarant and ESDC, relating to the Project.

Section 1.54A "Last Positive Specified Interval" shall have the meaning set forth in the definition of Adjusted for Inflation.

Section 1.55 "LEED Silver Certification" shall mean "Silver" certification by The Leadership in Energy and Environmental Design Green Building Rating System of the U.S.

Green Building Council, the applicable version of which shall be governed by Section **3.01(b)** hereof.

Section 1.56 "Legal Requirements" shall mean, to the extent applicable in accordance with their terms, all federal, state, municipal and other governmental statutes, laws, rules, orders, permits, licenses, regulations and ordinances applicable to or affecting the Project, the Project Site, the Subject Properties or the use or occupancy thereof, or the owner thereof as owner of the Subject Properties, whether now or hereafter enacted or in force, ordinary or extraordinary, foreseen or unforeseen, including Environmental Laws, the Zoning Resolution and the Building Code of the City of New York; and all judgments, court orders and injunctions applicable to or affecting the Project, this Declaration or the Subject Properties now or hereafter existing. "Legal Requirements" shall not require compliance with Sections 197-c, 197-d, 198 and 199 of the New York City Charter in connection with the implementation of the Project.

Section 1.56A "Lending Institution" shall mean (a) a savings bank, savings and loan association, commercial bank or trust company (whether acting individually or in a fiduciary capacity) or a Controlled Affiliate of the foregoing, (b) an insurance company, (c) a real estate investment trust, a trustee or issuer of collateralized mortgage obligations, a loan conduit, or other similar investment entity which is listed on the New York Stock Exchange, American Stock Exchange or other regional exchange (or their respective successors), (d) a federal, state, municipal or secular employee's welfare, benefit, pension or retirement fund, a religious, educational or eleemosynary institution, any governmental agency or entity insured by a governmental agency, a credit union, trust or endowment (including, without limitation, the Dormitory Authority of the State of New York), (e) any combination of the foregoing entities or (f) any other Person approved by ESDC; provided that each of the above entities shall qualify as a Lending Institution within the provisions of this definition only if it (i) shall have a business office in Manhattan and be subject to the jurisdiction of the courts of the State of New York, (ii) shall be subject to the supervision of the Comptroller of the Currency of the United States, the federal Securities and Exchange Commission, the Insurance Department or the Banking Department or the Comptroller of the State of New York, the Board of Regents of the University of the State of New York, or the Comptroller of the City or any federal, state or municipal agency or public benefit corporation or public authority advancing or assuring mortgage loans or making payments which, in any manner, assist in the financing, development, operation and maintenance of improvements, (iii) shall have a net worth in excess of Two Hundred Fifty Million Dollars ($250,000,000) and net assets in excess of Five Hundred Million Dollars ($500,000,000) (as such amounts shall be Adjusted for Inflation on an annual basis from the date hereof) at the time of the initial determination of its status as a Lending Institution, or shall otherwise be rated "A" or better by one or more rating agencies then providing such ratings, (iv) is not a Controlled Affiliate of Declarant, and (v) is not a Prohibited Person, except that the provisions of clauses (ii) and (iii) shall not apply to (A) the Dormitory Authority of the State of New York or (B) any other Person approved by ESDC.

Section 1.57 "Main Underground Parking Facilities" shall mean central parking facilities located below grade in the portion of the Project Site located between Broadway and Twelfth Avenue and generally between West 130th and West 131st Streets.

Section 1.57A "Major Decisions" shall mean decisions with respect to (A) the initial debt financing of the Project, (B) the refinancing of any debt for the Project, (C) the development capital budget for the Project and any increases therein, and (D) selection of the Project construction manager and/or general contractor.

Section 1.58 "Manhattan Datum" shall mean the system known as the Borough Works Datum of the Borough of Manhattan, which designates as zero an elevation that is 2.75 feet above mean sea level at Sandy Hook, New Jersey, established in 1929.

Section 1.59 "Manhattanville Area" shall mean the portion of the Secondary Study Area located north of the center line of West 125th Street.

Section 1.59A "Material Adverse Effect" shall mean any change in business, operations, properties, assets, condition (financial or otherwise) or prospects of Declarant that on an individual basis or taken as a whole that have a material adverse effect on the ability of Declarant to meet the Milestone Dates set forth in Section **2.10** of this Declaration.

Section 1.60 "Maximum Limits" shall have the meaning given in Section **2.02(g)** of this Declaration.

Section 1.60A "Measuring Month" shall have the meaning set forth in the definition of Adjusted for Inflation.

Section 1.60B "Milestone Dates" shall have the meaning given in Section **2.10(a)** of this Declaration.

Section 1.61 "Minimum Limits" shall have the meaning given in Section **2.02(h)** of this Declaration.

Section 1.61A "Monetary Default" shall have the meaning given in Section **7.03(a)** of this Declaration.

Section 1.62 "Mortgage" shall mean a mortgage interest, or other security interest, including, without limitation, a security interest in a Subject Property or assets other than a Subject Property or a New Building, given to a Lending Institution as security for a loan in respect of all or any portion of the Subject Properties or a New Building.

Section 1.63 "Mortgagee" shall mean the holder of a Mortgage.

Section 1.64 "MTA" shall mean the Metropolitan Transportation Authority of the State of New York and shall include, as applicable, its subsidiaries, the New York City Transit Authority and the Manhattan and Bronx Surface Transit Operating Authority.

Section 1.65 "MTA Shop Site" shall mean the land located at 641 West 130th Street and 640 West 131st Street in the City, County and State of New York more particularly described in Exhibit L to this Declaration (Tax Block 1997, Lot 6).

Section 1.66 "MWL" shall mean "minority, women and local." With respect to business enterprises, the term "MWL" shall include any "minority-owned business enterprise" and/or "women-owned business enterprise" as defined in Article 15-A of the New York State Executive Law. Local businesses are those located in zip codes: 10025, 10026, 10027, 10029, 10030, 10031, 10032, 10033, 10034, 10035, 10039, 10040, 10451, 10454, 10455, and 10474.

Section 1.67 Intentionally Omitted.

Section 1.68 "Nash Building" shall mean the building currently located on Development Site 16 (Tax Block 1986, Lot 65).

Section 1.68A "Nash Building Temporary Alterations" shall mean normal and customary interior alterations made in connection with the preparation of tenant space in the Nash Building for Nash Building Temporary Use, and similar alterations made by tenants of space in the Nash Building (prior to its renovation pursuant to Section **2.02(i)** of this Declaration) pursuant to their leases or occupancy agreements.

Section 1.68B "Nash Building Temporary Use" shall mean the temporary or interim use of the Nash Building for office and related uses (prior to its renovation pursuant to Section **2.02(i)** of this Declaration).

Section 1.69 "New Buildings" shall mean the above grade portions of (a) the new buildings developed by Declarant on Development Sites, and (b) the Nash Building following its renovation for the purposes set forth in the description of the Project in the GPP (but shall not mean any Nash Building Temporary Alterations).

Section 1.70 "Notice" shall have the meaning given in Section **9.01(a)** of this Declaration.

Section 1.71 "NYCDCP" shall mean the New York City Department of City Planning, or any successor to its jurisdiction.

Section 1.72 "NYCDEP" shall mean the New York City Department of Environmental Protection, or any successor to its jurisdiction.

Section 1.73 "NYCDOB" shall mean the New York City Department of Buildings, or any successor to its jurisdiction.

Section 1.74 "NYCDOE" shall mean the New York City Department of Education, or any successor to its jurisdiction.

Section 1.75 "NYCDOT" shall mean the New York City Department of Transportation, or any successor to its jurisdiction.

Section 1.76 Intentionally Omitted.

Section 1.76A "NYCDSBS" shall have the meaning given in Section **5.07(c)(xix)** of this Declaration.

Section 1.77 "NYCHA" shall mean the New York City Housing Authority, or any successor to its jurisdiction.

Section 1.78 "NYCHPD" shall mean the New York City Department of Housing Preservation and Development, or any successor to its jurisdiction.

Section 1.79 "NYCPC" shall mean the New York City Planning Commission, or any successor to its jurisdiction.

Section 1.80 "Obligation" shall mean any requirement imposed on the Declarant by this Declaration, including, without limitation, any FEIS Obligation whether or not specifically incorporated herein.

Section 1.80A "OER" shall mean the New York City Mayor's Office of Environmental Remediation, or any successor to its jurisdiction.

Section 1.80B "Open Space" shall mean approximately 94,000 total square feet of publicly accessible open areas shown as "Open Space" on Exhibit H to this Declaration, and the additional 28,000 square feet of space for widened sidewalks (inclusive of Twelfth Avenue sidewalks widened to approximately 50 feet) also shown on Exhibit H to this Declaration, to be developed and maintained by Declarant as part of the Project at Declarant's cost.

Section 1.81 "OPRHP" shall mean the New York State Office of Parks, Recreation and Historic Preservation, or any successor to its jurisdiction.

Section 1.81A "Organized Crime Figure" shall mean any Person (i) who has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, or (ii) who, directly or indirectly controls, is controlled by, or is under common control with, a Person who has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure. The determination as to whether any Person is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure shall be within the sole discretion of ESDC, which discretion shall be exercised in good faith; provided, however, that such Person shall not be deemed a Prohibited Person if the City, having actual knowledge that such Person meets the criteria set forth in clauses (i) or (ii) above of this definition, entered into a contract and is then doing business with such Person.

Section 1.82 "Package Boilers" shall mean boilers proposed for heating individual buildings to be located on Development Sites 1, 15, 16 and 17.

Section 1.83 "Parcel" or "Parcels" shall mean, individually, any separate tax lot, or portion thereof, situated within the Project Site, and the improvements thereon or, collectively, all separate tax lots or portions thereof, situated within the Project Site and the improvements thereon. In addition, Parcels constituting the Project Site shall include City Streets. The term Parcel shall include any adjacent or appurtenant subsurface easement areas (including, without

limitation, areas under streets located within the Project Site) for the installation of Slurry Walls, even though the same are not shown on any current tax map.

Section 1.84 "Party-in-Interest" or "Parties-in-Interest" shall mean "party-in-interest" as defined in subdivision f(4) of the definition of the term "zoning lot" in Section 12-10 of the Zoning Resolution.

Section 1.85 "PCREs" shall mean project components related to the environment that were material to the analysis of environmental impacts in the FEIS as set forth in Section **3.01** of this Declaration.

Section 1.85A "Permitted Encumbrances" shall mean (a) the matters described in Exhibit N annexed hereto, and (b) any other encumbrances on the Condemnation Parcels expressly agreed to in writing by Declarant and ESDC.

Section 1.85B "Permitted Transferee" shall mean a Person and/or a Controlled Affiliate of a Person who: (A) (a) either (i) directly or indirectly, has not less than five years' experience in the development of at least 1,000,000 square feet of commercial and/or academic buildings; or (ii) retains a qualified developer having the qualifications set forth in clause (a)(i) above; (b) either (i) directly or indirectly, is of sufficient financial condition to perform the obligations to complete the applicable New Building and/or Open Space on the property that it is acquiring, or (ii) has adequate third party financing to complete the same (ESDC having been furnished with evidence reasonably satisfactory to ESDC of such financial condition or financing); and (c) is not a Prohibited Person, or (B) is otherwise approved by ESDC. In addition, a Permitted Transferee shall include Con Edison in connection with the relocation of its existing cooling station from the Con Ed Site.

Section 1.86 "Person" shall mean (i) an individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association or other entity; (ii) any federal, state, county or municipal government (or any bureau, department, agency or instrumentality thereof); and (iii) any fiduciary acting in such capacity on behalf of any of the foregoing.

Section 1.87 "Personal Obligation" shall mean any Obligation of the Declarant that is specified in Exhibit FF to this Declaration.

Section 1.88 Intentionally Omitted.

Section 1.89 Intentionally Omitted.

Section 1.90 Intentionally Omitted.

Section 1.91 "Possession" shall mean Transfer to Declarant of the Public Parties' title to and possession of a Parcel vacant of all known leases, licenses, tenancies, occupancies and known human presence, and free of any personal property, but otherwise in its then "as is" and "where is" condition, without representation, express or implied, by the Public Parties with respect to above grade or below grade conditions and Environmental Conditions, whether known or unknown, and subject only to Permitted Encumbrances.

Section 1.92 Intentionally Omitted.

Section 1.93 "Program Plan" shall mean a written narrative of the space uses to be developed in each New Building, with the approximate GSF allocated to each use, together with a preliminary building stacking plan showing such uses for each floor within each New Building.

Section 1.94 "Program Plan Submission Date" shall mean the date a Program Plan for a New Building is submitted by Declarant to the City.

Section 1.94A "Prohibited Person" shall mean:

(a) Any Person: (i) that is in default after notice and beyond any applicable cure period of its obligations under any material written agreement with any federal, state or local governmental entity; or (ii) that directly or indirectly controls, is controlled by, or is under common control or ownership with a Person set forth in (i) above; unless, in either (i) or (ii), such default: (A) has been waived in writing by the federal, state or local governmental entity involved; (B) is being disputed in a court of law, administrative proceeding, arbitration or other forum; or (C) is cured within thirty (30) days after a determination and notice to Declarant from ESDC that such Person is a Prohibited Person as a result of such default.

(b) Any Person that: (i) is an Organized Crime Figure or is reputed to have substantial business or other affiliations with an Organized Crime Figure, as determined by ESDC in its sole discretion; (ii) has been convicted of a felony or other crime involving moral turpitude in any jurisdiction; (iii) has been suspended, barred or otherwise disqualified from bidding or submitting a proposal on contracts by any governmental agency; or (iv) had a contract terminated by any governmental agency for any cause directly or indirectly related to an indictment or conviction.

(c) Any government, or any Person that is directly or indirectly controlled (rather than only regulated) by a government, that is finally determined to be in violation of (including any participant in an international boycott in violation of) the Export Administration Act of 1979, as amended, or any successor statute, or the regulations issued pursuant thereto, or any government or Person that, directly or indirectly, is controlled (rather than only regulated) by a government that is subject to the regulations or controls thereof.

(d) Any government, or any Person that, directly or indirectly, is controlled (rather than only regulated) by a government, the effects or the activities of which are regulated or controlled pursuant to regulations of the United State Treasury Department or executive orders of the President of the United States of America issued pursuant to the Trading with the Enemy Act of 1917, as amended.

(e) Any Person that is default in the payment of any tax due to federal, state or local governmental authorities, unless such default is then being contested in good faith in accordance with the law, or unless such default is cured within thirty (30) days after a determination and notice to Declarant from ESDC that such Person is a Prohibited Person as a result of such default.

(f) Any Person: (i) that has solely owned, at any time during the immediately preceding three (3) year period, any property which, while in the ownership of such Person, was acquired in foreclosure by any federal, state or local governmental authority; or (ii) that directly or indirectly controls, is controlled by, or is under common control or ownership with a Person set forth in (i) above.

Section 1.95 "Project" shall mean the Columbia University Educational Mixed-Use Development Land Use Improvement and Civic Project as described in the GPP, including any amendments or modifications thereof.

Section 1.96 Intentionally Omitted.

Section 1.97 "Project Site" shall mean that area depicted in Exhibit A hereto that is an approximately 17-acre site in New York County, State of New York (a) bounded by and including West 125th Street on the south, West 133rd Street on the north, Broadway on the east and Twelfth Avenue on the west; (b) bounded by and including Broadway on the west, West 133rd Street on the south, West 134th Streets on the north, and a line between West 133rd and West 134th Streets approximately 200 feet east of Broadway on the east; and (c) bounded by and including Broadway on the west, Old Broadway on the east, West 131st Street on the south, and West 133rd Street on the north.

Section 1.98 "Public Parties" shall mean (a) the City acting through NYCDCP and/or NYCPC, as applicable, except as otherwise specified herein, and (b) ESDC.

Section 1.99 "RCRA" shall mean the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§ 6901 et seq.

Section 1.99A "Recognized Mortgage" shall mean a Mortgage: (a) that is held by a Lending Institution; (b) that includes, if such Mortgage is entered into prior to the substantial completion of a New Building on the Development Site covered by the Mortgage or Substantial Completion of the Open Space covered by the Mortgage, the substance of the provisions set forth in Exhibit EE annexed hereto; and (c) the holder of which has notified the Public Parties of the address to which notices may be sent, and a true copy of which, along with any subsequent material modification, material amendment or assignment of such Mortgage (and mortgage financing commitment, if applicable) has been delivered to the Public Parties in the manner herein provided for giving Notices.

Section 1.99B "Recognized Mortgagee" shall mean the holder of a Recognized Mortgage.

Section 1.100 "Register's Office" shall mean the Office of the New York City Register, New York County.

Section 1.101 "Release" shall have the meaning specified in CERCLA, 42 U.S.C. § 9601, provided, however, that to the extent the laws of the State of New York or the City of New York establish or shall establish a meaning broader than that in CERCLA, such broader meaning shall apply.

Section 1.102 "Replacement Site 1" shall mean the land located in the City, County and State of New York at 3593-99 Broadway and more particularly described in Exhibit O to this Declaration (Tax Block 2094, northern portion of Lot 29, tentatively indentified as Tax Lot 36).

Section 1.103 "Replacement Site 2" shall mean the land located in the City, County and State of New York at 555 West 125th Street and more particularly described in Exhibit P to this Declaration (Tax Block 1982, Lot 1).

Section 1.104 "Replacement Site 3" shall mean the land located in the City, County and State of New York at 322-328 St. Nicholas Avenue and 319 West 126th Street and more particularly described in Exhibit Q to this Declaration (Tax Block 1953, Lots 20, 45, 46, 47 and 123).

Section 1.105 "Replacement Sites" shall mean Replacement Site 1, Replacement 2, and Replacement Site 3, collectively.

Section 1.105A "Residential Parcels" shall mean the Parcels comprising Tax Block 1998, Lot 38; and Tax Block 1999, Lots 29, 30, 31, 32, 33 and 36.

Section 1.105B "Residential Relocation Obligations" shall have the meaning given in Section **5.05(b)** of this Declaration.

Section 1.105C "School" shall have the meaning given in Section **5.07(c)(viii)** of this Declaration.

Section 1.106 "Secondary Study Area" shall mean the area designated as such on the map annexed hereto as Exhibit R to this Declaration.

Section 1.107 "SEQRA" shall mean the New York State Environmental Quality Review Act, Environmental Conservation Law §§ 8-0101 *et seq.* and the regulations promulgated thereunder at 6 NYCRR Part 617.

Section 1.107A "Sheffield Farms Building" shall have the meaning given in Section **3.02(c)(i)** of this Declaration.

Section 1.107B "Slurry Walls" shall mean structural supports such as reinforced concrete walls, slurry walls, tie-backs, rock anchors, underpinnings and other underground structures necessary to restrict the flow of groundwater and to provide lateral stability, as the same may be installed in various portions of the Project Site.

Section 1.108 "Small Square" shall mean the portion of the Open Space of approximately 11,700 square feet to be located adjacent to Development Sites 2 and 3 as shown on Exhibit H to this Declaration.

Section 1.108A "Specified Interval" shall have the meaning set forth in the definition of Adjusted for Inflation.

Section 1.109 "Square" shall mean the portion of the Open Space of approximately 50,000 square feet to be located between Development Site 6b and Development Site 7, as shown on Exhibit H to this Declaration.

Section 1.110 "Stage 1" shall be that area within the Project Site described in Section F.5 of the GPP as Phase I, Stage 1, and shall consist of Tax Block 1986, Lots 30 (staging only) and 65 (renovation of Nash Building); Tax Block 1995, Lots 31 and 35; Tax Block 1996, Lots 14, 15, 16, 18, 20, 21, 23, 29, 34, 36, 50, 56 and 61; Tax Block 1997, Lots 1, 6, 9, 14, 17, 18, 21, 27, 29, 30, 33, 34, 40, 44, 47, 48, 49, 52, 55, 56, 61, and 64; Tax Block 1998 (staging only), Lots 1, 3, 6, 10, 13, 16, 24, 26, 29, 57 and 61; subsurface portions of both West 130th Street and the eastern portion of West 131st Street; and any adjacent or appurtenant subsurface easement areas (including, without limitation, certain volumes under streets located within the Project Site) for the installation of Slurry Walls.

Section 1.111 "Stage 1 Condemnation Parcels" shall mean any or all of the following Parcels in paragraphs (a) and (b) of this Section that Declarant has identified in the Initial Stage 1 Condemnation Letter or as Declarant may hereafter identify in a subsequent letter delivered to ESDC (and that ESDC has confirmed) as requiring the use of condemnation for the effectuation of the GPP:

(a) Tax Block 1995, Lot 35; Tax Block 1996, Lots 56 and 61; Tax Block 1997, Lot 44; Tax Block 1998, Lot 29; subsurface portions of both West 130th Street and the eastern portion of West 131st Street; and any adjacent or subsurface appurtenant easement areas within the Project Site (including, without limitation, volumes under streets located within the Project Site) for the installation and maintenance of Slurry Walls; and

(b) Parcels in Stage 1 that are owned by Declarant where condemnation by ESDC is needed (i) to correct defects in title or (ii) to obtain Possession.

(c) Notwithstanding paragraphs (a) and (b), "Stage 1 Condemnation Parcels" shall not include: the MTA Shop Site; Tax Block 1997, Lots 29 and 48; and Tax Block 1998, Lot 38.

Section 1.112 "Stage 1 New Building" shall mean any New Building constructed on any portion of the Development Sites 1, 2, 3, 4, 6b or 7 and shall include the Jerome L. Greene Science Center for Declarant's Mind, Brain and Behavior Initiative; the Business School and the School of the Arts; and the School of International Public Affairs, or such other schools or facilities designated by Declarant, provided that Declarant notifies the City as soon as reasonably practicable of any change.

Section 1.113 "Stage 2" shall be that area within the Project Site described in Section F.5 of the GPP as Phase I, Stage 2, and shall consist of Tax Block 1987, Lots 1 and 7; portions of Tax Block 1987, Lot 9; construction on all lots on Tax Block 1998 except the Studebaker Site; subsurface portions of both West 132nd Street and the western portion of West 131st Street; and any adjacent or appurtenant subsurface easement areas (including, without limitation, areas under streets located within the Project Site) for the installation of Slurry Walls.

Section 1.114 "Stage 2 Condemnation Parcels" shall mean any or all of the following Parcels in Stage 2 that Declarant has identified in one or more written requests to ESDC (and that ESDC has confirmed) as requiring the use of condemnation for effectuation of the GPP:

(a) Tax Block 1987, Lot 1; subsurface portions of both West 132nd Street and the western portion of West 131st Street; and any adjacent or appurtenant subsurface easement areas within the Project Site for the installation and maintenance of Slurry Walls; and

(b) Parcels in Stage 2 that are owned by Declarant where condemnation by ESDC is needed (i) to correct defects in title or (ii) to obtain Possession.

(c) Notwithstanding paragraphs (a) and (b), "Stage 2 Condemnation Parcels" shall not include: (i) the Con Ed Site so long as said Parcel continues to be used for public utility purposes or (ii) Tax Block 1998, Lot 38.

Section 1.115 "Stage 2 New Building" shall mean any New Building on any portion of Development Sites 6, 8, 9, 10 or 17.

Section 1.116 Intentionally Omitted.

Section 1.117 "Studebaker Site" shall mean the land located in the City, County and State of New York more particularly described in Exhibit S to this Declaration, and the improvements now or hereafter located thereon (Tax Block 1998, Lot 17).

Section 1.118 "Subject Properties" shall mean the real property described in Exhibit C hereto, together with any Additional Properties (when acquired by Declarant), all of which are or shall be subject to this Declaration.

Section 1.119 "Substantially Complete" and "Substantially Completed" shall have the meaning given in Section **4.03** of this Declaration.

Section 1.119A "Substitute Standard" shall have the meaning given in Section **3.01(b)** of this Declaration.

Section 1.119B "Successor Interest" shall have the meaning given in Section **14.05** of this Declaration.

Section 1.119C "Supplemental Relocation Assistance Program" shall mean the Supplemental Relocation Assistance Program described in Section H.2 of the GPP.

Section 1.120 "Supplementary Declaration" shall have the meaning given in Section **6.01(a)** of this Declaration.

Section 1.120A "Tax Block" shall have the meaning set forth in the Zoning Resolution.

Section 1.121 "Technical Memoranda" shall mean the following memoranda prepared in connection with the review of the Project under CEQR and SEQRA: (a) the FEIS Memo; (b) a

technical memorandum (undated) regarding community facility uses on Tax Block 1987, Lot 9; (c) a memorandum dated April 22, 2008 from Kenneth Mui, Hillel Hammer, Stephen Rosen and Shabana Tajwar to Richard G. Leland regarding Manhattanville: Additional Air Quality and Noise Considerations - Construction effects of Lot 36 (Grady Inc. residential building) remaining on Block 1999 through 2029; and (d) a technical memorandum (undated) regarding removal of Tax Block 1996, Lot 1 from the Project area.

Section 1.122 "Tier 2" shall mean the federal nonroad diesel engine emissions certification levels of the same name as defined in 40 CFR § 89.112(a).

Section 1.123 "Tier 4" shall mean the federal nonroad diesel engine emissions certification levels of the same name as defined in 40 CFR §1039.101 and §1039.102.

Section 1.124 "Transfer" shall mean the execution and delivery or recording of an instrument in writing or other act or event, voluntary or involuntary, by which any estate or interest in real property is created, transferred, assigned, terminated or surrendered.

Section 1.124A "Two Block Slurry Wall" shall mean the Slurry Wall around Tax Blocks 1996 and 1997 (or parts thereof), including across streets and along the northerly side of the easterly portion of West 131st Street (which Two Block Slurry Wall shall incorporate applicable portions of the Slurry Wall surrounding Development Sites 2 and 3 (as described in Section **2.10(b)** hereof)).

Section 1.125 "UDC Act" shall mean the New York State Urban Development Corporation Act (Unconsolidated Laws § 6251 et seq.).

Section 1.126 "Uncontrollable Circumstances" shall mean occurrences beyond Declarant's reasonable control that cause delay in the performance of Obligations under this Declaration and for which Declarant has taken all reasonable steps necessary to control or minimize such delay, and shall include but not be limited to: any strike, lockout or labor dispute; inability to obtain labor or materials or reasonable substitutes therefor; acts of God or natural catastrophes; unforeseen governmental restrictions, regulations or controls; unreasonable delays by the City of New York, State of New York, or United States government, or any agency or instrumentality thereof, in the performance of any work or processing or approval of any applications or agreements or other actions required in order to permit Declarant to carry out its Obligations pursuant to this Declaration; enemy or hostile government action; terrorism; civil commotion, insurrection, revolution or sabotage; fire or other casualty; a taking of the whole or any relevant portion of the Subject Properties by condemnation or eminent domain other than as contemplated by this Declaration; severe, unusual inclement weather delaying construction of any relevant portion of the Subject Properties; denial to Declarant by any party of a right of access to any adjoining real property which right is vested in Declarant by contract or pursuant to applicable law, if such access is required to accomplish the Obligations of Declarant pursuant to this Declaration; inability of a public utility to provide power, heat or light or any other utility service; the pendency of a litigation or similar proceedings relating to or arising from the Applications, or relating to other aspects of the development of the Project Site, which prohibits or has the effect of prohibiting Declarant from carrying out its obligations pursuant to this Declaration; or subsurface conditions that are unknown to Declarant and its consultants and not

reasonably foreseeable as of the date hereof after reasonable due diligence and inquiry by Declarant. Uncontrollable Circumstances shall in no event include: (a) the actions of the Public Parties in exercising their respective rights provided for in this Declaration and the LADA; (b) the actions of the Public Parties in enforcing this Declaration and the LADA; or (c) Declarant's financial inability to perform. Declarant's time to perform any Obligation under this Declaration may be extended as a result of Uncontrollable Circumstances only as provided in Section **2.11** hereof.

Section 1.127 Intentionally Omitted.

Section 1.127A "Use Group MMU" shall mean the uses set forth in Section 104-16 of the Zoning Resolution.

Section 1.127B "USGBC" shall have the meaning given in Section **3.01(b)** of this Declaration.

Section 1.128 "West Market Diner" shall mean that portion of the building currently located at 659 West 131st Street in the City, County and State of New York, which consists of the 1948 dining car made by the Mountain View Diner Company.

Section 1.129 "Zoning Resolution" shall mean the Zoning Resolution of the City of New York, effective December 15, 1961, as amended from time to time.

Section 1.130 Rules of Construction. The following rules of construction shall be applicable for all purposes of this Declaration and all agreements supplemental hereto, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms shall refer to this Declaration, and "hereafter" shall mean after, and "heretofore" shall mean before, the date of this Declaration.

(b) Words of the masculine, feminine or neuter gender shall mean and include the correlative words of the other genders and words importing the singular number shall mean and include the plural number and vice versa.

(c) The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to".

(d) All references to "days" shall mean calendar days, unless otherwise expressly provided.

(e) The use of the word "through" or "until" in relation to a period of time shall be inclusive of the first and last day of the period referenced. For example, an action required to be undertaken in the years 2010 through or until 2015 means that such action shall, in either case, be undertaken starting on January 1, 2010 and shall terminate on December 31, 2015.

(f) This Declaration shall not be construed against the Public Parties as the initial drafters thereof, but shall be construed in a neutral manner.

Section 1.131 Captions/Table of Contents. The captions under the article, section and paragraph numbers and the table of contents of this Declaration are for convenience and reference only and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

ARTICLE II
DEVELOPMENT AND USE OF THE SUBJECT PROPERTIES

Section 2.01 Compliance With GPP. Declarant shall construct and finance the Project, and shall not use or suffer or permit the Subject Properties or any portion thereof to be used for any purpose in contravention of the GPP. Declarant shall not take any action inconsistent with the GPP.

Section 2.02 Use Limitations.

(a) The aggregate Floor Area in all New Buildings to be developed within the Project Site shall not exceed 4,417,956 square feet.

(b) The aggregate of (i) above grade GSF in any New Building, and (ii) below grade GSF within the Project Site shall not exceed 6,760,673 GSF.

(c) *Building Uses.* The above grade uses of any New Building on any Development Site shall be limited to one or more of the permitted uses for such Development Site as set forth in Exhibit T to this Declaration. In addition to such permitted uses for any given Development Site, a New Building may be used for Use Group MMU, as set forth in the Zoning Resolution.

(d) The below grade uses beneath any New Building shall be those described in Exhibit G to this Declaration.

(e) Declarant shall not permit occupancy of the Subject Properties for the conduct of scientific research as a commercial enterprise, provided that Declarant may engage in activities ancillary to academic or academic research activities or programs and may realize the benefit of intellectual property resulting from the conduct of academic or academic research activities or programs. Declarant shall not use or suffer or permit the Subject Properties or any portion thereof to be used for research whose primary purpose is biological weapon research. Declarant shall cause any Academic Research Use on the Subject Properties to be operated in accordance with applicable Biosafety Level standards for clinical, diagnostic, teaching, and research facilities issued by the National Institutes of Health and the U.S. Centers for Disease Control and Prevention.

(f) In no event shall any Academic Research Use on the Subject Properties be permitted in excess of Biosafety Level 3, as such term is defined by the U.S. Centers for Disease Control and Prevention, Biosafety in Microbiological and Biomedical Laboratories, Sections III and IV, 5th edition (HHS Publication No (CDC) 21-1112, Revised December, 2009, U.S.

Department of Health and Human Services, Center for Disease Control and Prevention and National Institute of Health, U.S. Government Printing Office, Washington, DC 20401).

(g) Subject to the overall limitation set forth in Section **2.02(b)** of this Declaration, the aggregate above grade GSF use for each use in all New Buildings, when and if Completed, shall not at any time exceed the maximum limits (the "Maximum Limits") set forth in Exhibit U to this Declaration.

(h) The aggregate above grade GSF use for each use of all New Buildings, as, when and if the same have been Completed, shall not be less than the minimum limits (the "Minimum Limits") set forth in Exhibit U to this Declaration.

(i) *Nash Building*. Declarant may alter, renovate, and/or reconstruct both the interior and exterior of the Nash Building so long as the use of such building by Declarant shall comply with the Zoning Resolution and (other than for any Nash Building Temporary Use) the permitted uses under this Declaration and the GPP. To preserve the significant architectural elements of the Nash Building, Declarant shall, prior to any alterations or renovations being made to the Nash Building that affect such elements (including with respect to any Nash Building Temporary Use) develop and implement a preservation plan in consultation with OPRHP among ESDC, OPRHP, and Declarant. The Nash Building as renovated shall be used only for the uses set forth in Exhibits G and T to this Declaration, except that a portion of the Nash Building on Development Site 16 shall be permitted to house a utility cooling station and related support relocated from other portions of the Project Site. Declarant shall terminate any Nash Building Temporary Use and complete the renovation of the Nash Building for adaptive reuse.

(j) Any of the Residential Parcels acquired by Declarant before said parcels are needed for the Project may be used by Declarant for university housing or other Academic Use. The foregoing sentence shall not apply to Tax Block 1998, Lot 38 and Tax Block 1999, Lot 36.

Section 2.03 Development Requirements.

(a) Intentionally Omitted.

(b) Declarant shall develop, operate, and maintain the Open Space within the Project Site as required by the Zoning Resolution and Article **IV** hereof.

(c) *New Building Program Plans*. Prior to filing an application with the NYCDOB for a Building Permit for construction of a New Building or the alteration, renovation and/or reconstruction of the Nash Building (other than for Nash Building Temporary Alterations), Declarant shall submit a Program Plan for such New Building and the below grade space beneath it to the City for its approval which approval shall not be unreasonably withheld. A copy of such Program Plan shall also be delivered at that time by Declarant to ESDC. Such Program Plan shall include a certification by Declarant that all space in New Buildings already Completed or in New Buildings under construction for which a Building Permit has been issued is being occupied (or, in the case of New Buildings under construction, programmed) by Declarant in accordance with previously approved or deemed approved Program Plans for such New Buildings, except as noted to the contrary in such certification. The City shall have access to any Completed New Building at reasonable times on reasonable notice to Declarant for the purpose of verifying the

accuracy of such certification. The City's review and approval of any such Program Plan shall be limited to (i) a determination that the classification of space under the Program Plan for the New Building and such below grade space complies with the restrictions set forth in Sections **2.02(c)** and **2.02(d)** of this Declaration, including Academic Use and Academic Research Use as defined in Exhibits E and F, and (ii) a mathematical determination that (A) the above grade GSF of such New Building, when developed and used in accordance with the Program Plan and when taken together with (1) the use of above grade GSF of all other New Buildings Completed or then under construction for which a Building Permit has been issued as of the applicable Program Plan Submission Date, and (2) the proposed use, in accordance with approved or deemed approved Program Plans for New Buildings then under development as of the applicable Program Plan Submission Date, of above grade GSF in such New Buildings, shall not exceed the applicable Maximum Limits, and (B) the above grade GSF of such New Building, when developed and used in accordance with the Program Plan and when taken together with (1) the use of above grade GSF of all other New Buildings Completed or then under construction for which a Building Permit has been issued as of the applicable Program Plan Submission Date, and (2) the proposed use, in accordance with the approved Program Plan for New Buildings then under development as of the applicable Program Plan Submission Date, of above grade GSF in such New Buildings, will not render it impossible for Declarant to comply mathematically with the applicable Minimum Limits at such time as development on all Development Sites has been Completed. In no event shall the approval of the City be required in connection with this Section **2.03(c)** as to the design of the New Building, its compliance with the Zoning Resolution or other Legal Requirements, or any other matter or thing other than as specifically set forth in clauses (i) and (ii) of this Section **2.03(c)**, and in no event shall Declarant, pursuant to this Section **2.03(c)**, be required to submit plans and specifications (other than the Program Plan under this Section **2.03(c)** for a New Building). The City shall respond to each submission of a Program Plan or modification thereto in writing, either giving its approval or setting forth with specificity its reasons for withholding such approval, within thirty (30) days after the applicable Program Plan Submission Date (and within thirty (30) days after the submission by Declarant to the City of any modification to a Program Plan). The Declarant shall promptly furnish a copy of the City's response to ESDC. In the event the City fails to respond within the thirty (30) day timeframe provided herein, Declarant shall notify the Public Parties in writing, which notice shall state in bold upper case type both at the top of the first page thereof and on the front of the envelope thereof the following: "**FINAL NOTICE PURSUANT TO ARTICLE II OF THE COLUMBIA UNIVERSITY DECLARATION. FAILURE TO RESPOND HAS LEGAL CONSEQUENCES.**". Either the City or ESDC or both shall have ten (10) Business Days to respond to the Program Plan after receipt of such second notice, either giving its approval or setting forth with specificity its reasons for withholding such approval. The Public Parties' failure to respond within ten (10) Business Days of the Public Parties' receipt of such second notice shall be deemed to be an approval. Declarant shall not accept a Building Permit from the NYCDOB for a New Building (but may apply for the same) or commence construction of a New Building until it has obtained the approval or deemed approval of its Program Plan in accordance with this Section **2.03(c)**. Declarant shall not claim any equitable or vested right to continue construction on the basis that it has started excavation or construction of foundations, if such approval or deemed approval is not obtained. Each New Building when constructed shall contain the GSF allocated to each use as set forth in the Program Plan as approved or deemed approved by the City, with minor deviations only.

(d) *Merger of Zoning Lots*. At such time as (i) Declarant acquires an entire Tax Block, or (ii) Declarant obtains a Building Permit for the construction of a New Building on a Development Site which requires a zoning lot merger, Declarant shall execute an ownership statement or declaration of single zoning lot (as may be required by the NYCDOB to indicate that properties are a single zoning lot) with respect to Subject Properties owned by Declarant and located within such Tax Block or applicable portion thereof, as the case may be, providing that such Subject Properties shall be treated as one zoning lot for the purposes of, and in accordance with, the provisions of the Zoning Resolution. At such time as fee title to an Additional Property that is contiguous to one or more Subject Properties in a previously merged zoning lot for more than ten (10) linear feet is acquired by Declarant, Declarant shall promptly execute new ownership statements or declaration of single zoning lot to include such Additional Property as part of the applicable zoning lot, provided, however, that if such Additional Property is contiguous to a Development Site for which a foundation or Building Permit has been obtained for the development of a New Building, Declarant shall not be required to include such Additional Property as part of the zoning lot containing such Development Site until such time as a permanent certificate of occupancy has been obtained for such New Building. Declarant's failure or refusal to execute an ownership statement or declaration of single zoning lot shall in no way delay Declarant's Obligation to construct Open Space.

Section 2.04 Studebaker Site. Notwithstanding anything to the contrary contained in this Declaration, no restrictions, covenants, agreements or other provisions of this Declaration shall in any way apply to the Studebaker Site, other than the Obligation of Declarant to comply with the Approved CPP as it pertains to the Studebaker Site.

Section 2.05 Replacement Sites. Except for the covenants of Declarant set forth in Section **3.01(d)** and Section **3.01(f)(ii)** of this Declaration, nothing contained in Article **II**, Article **III**, Article **IV** and Article **V** of this Declaration shall in any way apply to the Replacement Sites.

Section 2.06 172nd Street Site. Except for the covenants of Declarant set forth in Section **3.01(g)(ii)**, Section **3.02(a)(ii)** and Section **3.02(a)(iii)** of this Declaration, nothing contained in Article **II**, Article **III**, Article **IV** and Article **V** of this Declaration shall in any way apply to the 172nd Street Site.

Section 2.07 Construction on Project Site. Subject in each instance to delays due to Uncontrollable Circumstances:

(a) Declarant shall undertake the development of the Project Site in compliance with this Section **2.07** and Section **2.10** hereof.

(b) Declarant shall use reasonable good faith efforts to complete construction in such a manner that the following anticipated road closing schedules may be met, measured from Declarant's commencement of closure of a street for excavation in such street for construction of the Below-Grade Facility and, as to West 129th Street, the construction of utilities, within the Project Site:

(i) During Stage 1: (A) West 129th Street shall be closed for less than six months; (B) West 130th Street shall be closed for no more than three years; (C) portions of West 131st Street shall be closed for periods totaling up to three years; and (D) closure of West 130th Street and West 131st Street shall not overlap, except when closure of both streets is required on a temporary basis;

(ii) During Stage 2: West 131st Street and West 132nd Street may be closed to permit staging and construction, except that one traffic lane in either West 131st Street or West 132nd Street shall remain open at all times, except when closure of both streets is required on a temporary basis; and

(iii) West 132nd Street may be closed to permit construction and staging associated with the development of Tax Block 1999.

Section 2.08 Copies of Permits and Certificates of Occupancy. Declarant shall provide copies of each of the following to the Public Parties, the FEIS Monitor and the GPP Monitor forthwith after they are obtained from NYCDOB in connection with the Project: (a) excavation and demolition permits; (b) Building Permits; (c) temporary certificates of occupancy; and (d) permanent certificates of occupancy.

Section 2.09 Intentionally Omitted.

Section 2.10 Declarant's Milestone Obligations. Subject in each instance to delays due to Uncontrollable Circumstances:

(a) Declarant shall develop and construct the Project in accordance with the specific dates set forth in this Section **2.10** (as the same may be extended from time to time due to Uncontrollable Circumstances or pursuant to Section **2.10(x)** hereof, the "Milestone Dates") and maintain construction on the Two Block Slurry Wall and each Development Site with Due Diligence, as set forth in Sections **2.10(d)** and **(z)** hereof. The specific dates set forth in this Section **2.10** are based on the assumption that the Initial Delivery Date will be no later than April 1, 2012. If the Initial Delivery Date is later than April 1, 2012, then the specific dates set forth in this Section **2.10** shall each be extended by one calendar day for each calendar day that the Initial Delivery Date is later than April 1, 2012.

(b) Declarant confirms that (i) abatement and demolition of all previously existing buildings located on Developments Sites 2 and 3 has been completed, (ii) construction of the Slurry Walls surrounding Development Sites 2 and 3 has commenced, (iii) excavation and construction for portions of the Below-Grade Facility to be located underneath (A) Development Sites 2 and 3, (B) the Small Square, and (C) the mid-block Open Space to be located between the Small Square and Development Site 3 on the east, and Development Site 4 on the west (as shown on Exhibit H to this Declaration) has commenced, and (iv) a Building Permit for the construction of the New Building on Development Site 2 has been obtained.

(c) Declarant confirms that as of August 1, 2011 abatement and demolition of Block 1996, Lots 14, 15, 16, 18, 20, 21, 23, 29, 34, 36, and 50, and Block 1997, Lots 1, 9, 14, 17, 18, 21, 27, 29, 30, 33, 34, 52, 55 and 56 has been substantially completed.

(d) Promptly following the Initial Delivery Date Declarant shall take such steps as may be required to obtain demolition permits for any remaining buildings on Blocks 1996 and 1997 and permits for the Two Block Slurry Wall, shall promptly commence abatement and demolition upon issuance of such permits, and upon completion of abatement and demolition of such buildings and the obtaining of permits for the Two Block Slurry Wall Declarant shall commence construction of the Two Block Slurry Wall (or parts thereof other than the parts surrounding Development Sites 2 and 3, which Declarant has confirmed is already underway) and proceed with construction of the Two Block Slurry Wall with Due Diligence until completion thereof.

(e) Declarant shall complete abatement and demolition of all existing buildings located on the Initial Stage 1 Condemnation Parcels no later than the later to occur of (i) December 31, 2012, or (ii) one year after the Initial Delivery Date.

(f) Following the Initial Delivery Date and demolition of all existing buildings on the Initial Stage 1 Condemnation Parcels, all Initial Stage 1 Condemnation Parcels other than City Streets will be used for lay down, construction staging (including, without limitation, worker parking) or installation of the Slurry Wall, until such time excavation commences at such Initial Stage 1 Condemnation Parcel.

(g) Declarant shall complete abatement and demolition of all existing buildings owned by Declarant located on Block 1995 (other than existing buildings located on Initial Stage 1 Condemnation Parcels, which are covered by Section **2.10(e)** hereof) no later than December 31, 2013.

(h) Declarant shall obtain excavation permits for Development Site 1 no later than December 31, 2014. The Milestone Date set forth in this Section **2.10(h)** shall be extended (in addition to extensions for Uncontrollable Circumstances and pursuant to Section **2.10(x)** hereof) to the extent necessary to remove Hazardous Materials from Block 1995 or the buildings located thereon.

(i) Declarant shall obtain Building Permits for the construction of New Buildings on Development Sites 1 and 3 no later than December 31, 2016. The Milestone Date set forth in this Section **2.10(i)** shall, as to Development Site 1, be extended (in addition to extensions for Uncontrollable Circumstances and pursuant to Section **2.10(x)** hereof) to the extent necessary to remove Hazardous Materials from Block 1995 or the buildings located thereon.

(j) Declarant shall obtain excavation permits for Development Sites 4 and 6 no later than December 31, 2016, and shall proceed with Due Diligence until temporary certificates of occupancy are obtained for New Buildings on each of Development Sites 4 and 6.

(k) If Declarant does not meet any obligation set forth in Sections **2.10(h)**, **(i)** or **(j)** hereof within two hundred seventy (270) days after the respective Milestone Date set forth therein (as any such Milestone Date may be extended due to Uncontrollable Circumstances or pursuant to Section **2.10(x)** hereof), Declarant shall promptly thereafter create temporary publicly accessible open space on the applicable Development Site, and provide the public with access to such temporary publicly accessible open space during the hours of 7 AM to 7 PM

during the period from April 15 through October 31, and 8 AM to 5 PM during the period from November 1 through April 14. For purposes of this Section **2.10(k),** temporary publicly accessible open space shall include grass, plantings and appropriate seating. Such temporary publicly accessible open space shall be maintained by Declarant in sound and good condition to allow for public use, and Declarant may only close such temporary publicly accessible open space or portions thereof as necessary in order to (i) perform maintenance, repairs or replacements, (ii) make emergency repairs to mitigate hazardous site conditions, and (iii) address other emergency site conditions; subject, however, to Declarant's right to permanently end such access pursuant to the provisions of Section **2.10(y)**.

(l) Declarant shall perform renovations to the Nash Building in accordance with the requirements of Section **2.02(i)** hereof.

(m) Declarant shall obtain Building Permits for the construction of New Buildings on Development Sites 6b and 7 no later than December 31, 2021.

(n) If Declarant does not meet the obligation set forth in Section **2.10(m)** hereof within two hundred seventy (270) days after the Milestone Date set forth therein (as such Milestone Date may be extended due to Uncontrollable Circumstances or pursuant to Section **2.10(x)** hereof), Declarant shall promptly thereafter create temporary publicly accessible open space on Development Sites 6b and 7 and on the portion of the Open Space designated as the Square, and provide the public with access to such temporary publicly accessible open space during the hours of 7 AM to 7 PM during the period from April 15 through October 31, and 8 AM to 5 PM during the period from November 1 through April 14. For purposes of this Section **2.10(n)**, temporary publicly accessible open space shall include grass, plantings and appropriate seating. Such temporary publicly accessible open space shall be maintained by Declarant in sound and good condition to allow for public use, and Declarant may only close such temporary publicly accessible open space or portions thereof as necessary in order to (i) perform maintenance, repairs or replacements, (ii) make emergency repairs to mitigate hazardous site conditions, and (iii) address other emergency site conditions; subject, however, to Declarant's right to permanently end such access pursuant to the provisions of Section **2.10(y)**.

(o) Declarant shall obtain a Building Permit for the construction of a New Building on Development Site 8 no later than the later to occur of (i) December 31, 2026, or (ii) one year after the date on which Declarant has obtained Possession of Block 1998, Lots 29 and 38.

(p) Declarant shall obtain a Building Permit for the construction of a New Building on Development Site 9 no later than the later to occur of (i) December 31, 2026, or (ii) one year after the date on which Declarant has obtained fee title (subject only to Permitted Encumbrances) to and vacant possession of the Con Edison Site.

(q) Declarant shall obtain a Building Permit for the construction of a New Building on Development Site 10 no later than December 31, 2026.

(r) If Declarant does not meet any obligation set forth in Sections **2.10(o)**, **(p)**, **(q)**, **(s)**, **(u)** or **(w)** hereof within two hundred seventy (270) days after the respective Milestone Date set forth therein (as any such Milestone Date may be extended due to Uncontrollable

Circumstances or pursuant to Section **2.10(x)** hereof), Declarant shall (i) promptly thereafter create temporary publicly accessible open space on that portion of the applicable Development Site possessed by Declarant, and provide the public with access to such temporary publicly accessible open space during the hours of 7 AM to 7 PM during the period from April 15 through October 31, and 8 AM to 5 PM during the period from November 1 through April 14, or (ii) if demolition has not occurred, repurpose the first floor of any existing building on the applicable Development Site for active use until such time as Declarant has obtained a demolition permit for the applicable existing building. For purposes of this Section **2.10(r)**, temporary publicly accessible open space shall include grass, plantings and appropriate seating. Such temporary publicly accessible open space shall be maintained by Declarant in sound and good condition to allow for public use, and Declarant may only close such temporary publicly accessible open space or portions thereof as necessary in order to (A) perform maintenance, repairs or replacements, (B) make emergency repairs to mitigate hazardous site conditions, and (C) address other emergency site conditions; subject, however, to Declarant's right to permanently end such access pursuant to the provisions of Section **2.10(y)**.

(s) Declarant shall obtain a Building Permit for the construction of a New Building on Development Site 17 by the later of (i) two (2) years after Declarant obtains Possession of Block 1987, Lot 1 or (ii) December 31, 2026.

(t) Declarant shall adhere to the milestones for the development of Open Space as set forth in Section **4.01** hereof.

(u) Declarant shall obtain Building Permits for the construction of New Buildings on Development Sites 11, 12, 13 and 14 no later than the later to occur of (i) December 31, 2030, or (ii) two years after the date on which Declarant has obtained Possession of (or, in the case of Block 1999, Lots 29, 30, 31, 32 and 36, good title to and vacant possession of) all Parcels comprising part of the applicable Development Site.

(v) If by December 31, 2036 Block 1999 cannot be developed, after reasonable good faith efforts to acquire the Bus Depot Site, Declarant may repurpose any existing buildings on Block 1999 owned by Declarant for Academic Use or University housing.

(w) Declarant shall obtain a Building Permit for the construction of a New Building on Development Site 15 no later than December 31, 2030.

(x) If any Parcel comprising all or a substantial portion of a Development Site is reasonably and in good faith being used for lay down, construction staging, Slurry Wall construction, excavation or construction of foundations at a time when a Milestone Date relating to such Development Site is scheduled to occur, the relevant Milestone Date will be extended to a date which is one year after such Parcel or Parcels are no longer being used for such purposes.

(y) If Declarant does not meet any Milestone Date, it may at any time thereafter (but only up until four years after the Milestone Date, as the same may be extended from time to time pursuant to Uncontrollable Circumstances or the provisions of Section **2.10(x)** hereof, at which point Declarant will be obliged to consult with ESDC as set forth in Section **2.10(aa)**), obtain a demolition permit (if applicable), excavation permit or Building Permit for the applicable

Development Site, and upon obtaining the same may permanently discontinue the temporary publicly accessible open space and the public's access thereto, or discontinue the repurposing of existing buildings on the Development Site. Declarant may obtain a Building Permit for New Buildings on Block 1998 only after it has first opened the Square for public access.

(z) Declarant shall perform abatement and demolition of existing buildings, once commenced, with Due Diligence until completion of the same. Declarant will construct the Slurry Walls surrounding Development Sites 2 and 3 with Due Diligence until completion of the same. Once Declarant obtains an excavation permit for a Development Site, it will commence excavation and proceed with Due Diligence until completion of the below grade portion of such Development Site (including a portion of the Below Grade Facility, if applicable). Once Declarant obtains a permit for construction of the Two Block Slurry Wall, it will commence construction consistent with such permit within ninety (90) days after its issuance, and proceed with Due Diligence until completion. Once Declarant obtains a Building Permit for a New Building on a Development Site, it will commence construction consistent with the Building Permit within ninety (90) days after its issuance, and proceed with Due Diligence until a temporary certificate of occupancy for the New Building has been obtained. Each of the ninety (90) day periods referred to in this Section **2.10(z)** shall be extended, to the extent that the applicable work cannot commence due to: (i) with respect to the construction of the Two Block Slurry Wall or the construction of a New Building on a Development Site, the need for other governmental permits or approvals, the inability to obtain Possession of Condemnation Parcels, the need to complete demolition, the need to obtain governmental or utility approvals to disconnect and/or relocate utilities, the need to meet requirements of sequencing or adjustment of work as may be consistent with good construction practices and construction logistics and phasing or may be necessary as a result of site conditions, compliance with Legal Requirements and requirements of Governmental Authorities, (provided that Declarant shall diligently seek such other permits and approvals and will diligently complete demolition), and (ii) with respect to the construction of a New Building on a Development Site, the fact that all or a substantial portion of a Development Site is reasonably and in good faith being used for laydown, construction staging, Slurry Wall construction, excavation or construction of foundations; such extension in each case to be to a date which is ninety (90) days after the date on which the applicable conditions have been satisfied. For purposes of this Section **2.10(z)**, "excavation" shall not be deemed to include: (A) excavation in connection with the construction of the Slurry Walls or portions thereof (irrespective of the depth of the excavation), or (B) any other excavation that does not exceed 15 feet in depth (measured from at grade conditions).

(aa) If a Milestone Date has not been met within four (4) years after the date set forth herein (as such Milestone Date may be extended from time to time pursuant to Uncontrollable Circumstances, but notwithstanding the provisions of Section **2.10(x)** hereof, and notwithstanding the provision of temporary publicly accessible open space as set forth in Sections **2.10(k), (n)** or **(r)** hereof or repurposing of the first floors of existing buildings as set forth in Section **2.10(r)** hereof)), Declarant (and a Successor Interest with respect to any affected Development Site owned or leased by such Successor Interest), agrees to consult with ESDC reasonably and in good faith regarding the Project Site, subject to obligations of the Public Parties under Section **15.01** hereof. Any modification to the GPP resulting from such consultation shall be subject to Section **6.02** hereof.

(bb) Declarant shall, within seven years after the Transfer from ESDC to Declarant of Possession of each Stage 2 Condemnation Parcel, demolish all above-grade structures on such Stage 2 Condemnation Parcel that were in existence on the date of the Transfer.

Section 2.11 Uncontrollable Circumstances.

(a) *Delay Notice.* In the event that, as the result of Uncontrollable Circumstances, and despite Declarant's ongoing reasonable good faith efforts, Declarant is unable to perform or complete any Obligation, Declarant shall within fifteen (15) Business Days after Declarant knows or should have known of the occurrence of Uncontrollable Circumstances so notify the City, ESDC and the GPP Monitor thereof in writing. Such notice (the "Delay Notice") shall refer to this Section **2.11** and shall include a description of the Uncontrollable Circumstances, and, if known to Declarant, the cause of such circumstances, their probable duration, their impact on the Obligations set forth in Sections **2.07** or **2.10** and the diligent steps taken by Declarant to minimize the delay and proceed with performance. In addition, Declarant shall within fifteen (15) Business Days after the end of any Uncontrollable Circumstances, so notify the City, ESDC and the GPP Monitor thereof in writing.

(b) *Certification.* In the exercise of its reasonable good faith judgment the Applicable Public Party with respect to the Obligation affected by a Delay Notice shall, within thirty (30) Business Days of its receipt of such Delay Notice, (i) certify in writing that the Uncontrollable Circumstances have occurred, or (ii) notify Declarant that the Applicable Public Party does not reasonably believe that the Uncontrollable Circumstances have occurred, which notice shall include a reasonably detailed explanation as to why the Applicable Public Party does not believe that Uncontrollable Circumstances have occurred.

(c) *Relief.* Upon a certification pursuant to subparagraph (b) that Uncontrollable Circumstances have occurred, the Applicable Public Party shall grant to Declarant appropriate relief in the form of an extension of time to perform, either in whole or in part, any Obligation under this Declaration affected by such Uncontrollable Circumstances, for such period as the Applicable Public Party determines in its reasonable good faith discretion the Uncontrollable Circumstances are expected to continue, subject to Section **2.11(e)** hereof.

(d) *Relationship to Article III.* Notwithstanding the provisions of Section **2.11(c)** hereof, where the Obligation as to which an Uncontrollable Circumstance applies is a PCRE or mitigation measure set forth in Article **III** of this Declaration, Declarant may not be excused from performing such PCRE or mitigation measure that is affected by the Uncontrollable Circumstance unless and until the City, or with respect to Section **3.01(d)** and Section **3.02(c)**, **(f)** or **(h)**, the City and ESDC, has made a determination in its reasonable good faith discretion that the PCRE or mitigation measure is not necessary for the period during which the Uncontrollable Circumstance is expected to continue, or that an alternative proposed by Declarant does not otherwise result in any new or different significant adverse environmental impact not addressed in the FEIS or the Technical Memoranda.

(e) *Right to Appeal.* Declarant shall have the right to appeal any determination by the Applicable Public Party that no Uncontrollable Circumstance has occurred or concerning the duration of the Uncontrollable Circumstances certified under Section **2.11(b)** hereof, and the

length of the extension granted under Section **2.11 (c)** hereof. Any such appeal shall be in writing to the Applicable Public Party given within seven (7) Business Days after such determination, and the Applicable Public Party shall issue its final determination within seven (7) Business Days after receipt of Declarant's appeal.

(f) *Duration.* Any delay caused as the result of Uncontrollable Circumstances shall be deemed to continue only as long as the Uncontrollable Circumstances continue. Upon cessation of the Uncontrollable Circumstances causing such delay, including where such cessation occurs prior to the extension period established pursuant to Section **2.11(c)** hereof, the Declarant shall promptly recommence the work, remedy the Default, and implement the measure needed to complete the Obligation with due diligence and continuity.

(g) *Judicial Remedies.* Nothing contained in this Section **2.11** shall be deemed a waiver of Declarant's right to seek appropriate judicial relief regarding determinations by the Applicable Public Party under this Section **2.11**, provided that Declarant first exercises its right to appeal and the Applicable Public Party issues its final determination (or fails to do so within the applicable period) pursuant to Section **2.11(e)** hereof.

(h) *Applicable Public Party.* For purposes of this Section **2.11**: (i) the City shall be the Applicable Public Party with respect to Obligations under Section **2.03**, Section **2.07(b)**, Section **2.10(t)**, Article **III** and Article **IV**, except that Obligations under Section **3.01(d)** and Section **3.02(c)**, **(f)** and **(h)** may be enforced by the City and/or ESDC, (ii) ESDC shall be the Applicable Public Party with respect to Obligations under Section **2.01**, Section **2.07(a)** (as it relates to Section **2.10**, other than Section **2.10 (t)**), Section **2.10** (other than Section **2.10(t)**) and Article **V**, and (iii) with respect to all other Obligations either the City or ESDC shall be the Applicable Public Party.

Section 2.12 Intentionally Omitted.

Section 2.13 Compliance with Laws, etc. Declarant shall not construct, use, occupy, maintain or operate the Subject Properties or any part thereof, nor permit the same to be used, occupied, maintained or operated, nor do or permit anything to be done in, on or to the Subject Properties, in whole or in part, in a manner which would in any way (a) violate any construction permit or certificate of occupancy affecting the Project Site; (b) constitute a public nuisance; (c) violate any Legal Requirements or Insurance Requirements; or (d) violate any requirement of the GPP.

ARTICLE III
FEIS OBLIGATIONS

Section 3.01 PCREs. Declarant shall implement the following PCREs at the times and in the manner set forth in this Section **3.01**:

(a) Emissions Reduction Measures. All construction by Declarant in the Project Site including abatement, demolition, excavation and construction of Slurry Walls and New Buildings, but excluding interior fit-out, shall use the best available technology to control emissions of particulate matter during construction and Declarant shall monitor the use of such

measures and technologies by all contractors and subcontractors. All construction and staging on any Development Site within the Project Site shall comply with the following:

(i) Adoption of measures to reduce air emissions from such development as would be required by New York City Local Law No. 77 of 2003;

(ii) Declarant shall request that Con Edison establish connection of construction sites to grid power at least one year prior to excavation on any Development Site to ensure the distribution of power throughout the Project Site to the extent practicable, and shall use electric engines where practicable;

(iii) All diesel engines used throughout the Development Sites shall use ultra low sulfur diesel fuel exclusively;

(iv) Nonroad diesel engines with a power rating of 50 horsepower (hp) or greater and controlled truck fleets (i.e., truck fleets under long-term contract with Declarant, such as concrete mixing and pumping trucks) shall utilize the best available tailpipe technology for reducing diesel particulate matter emissions;

(v) Nonroad diesel engines with a power output of 50 hp or greater shall either achieve Tier 2 or higher emissions certification levels and be retrofitted with diesel particulate filters or shall achieve Tier 4 emissions certification levels. For engines with a power output of less than 50 hp, Tier 2 emissions certification levels shall be required until engines that meet Tier 4 emissions certification levels become readily available, at which time such nonroad diesel engines shall meet Tier 4 emissions certification levels;

(vi) Gasoline powered nonroad engines shall meet the latest emissions standards for newly manufactured engines;

(vii) Large emission sources and activities, such as concrete trucks and pumps, shall be located away from residential buildings, schools and playgrounds to the extent practicable;

(viii) To control dust, strict fugitive dust control plans shall be required, including, where applicable, such measures as: enforcing a site vehicular speed limit of 5 miles per hour; establishing stabilized truck exit areas for washing off the wheels of all trucks that exit large construction sites; watering or stabilization of truck routes; equipping trucks hauling loose material with tight fitting tailgates and covering all trucks exiting the Project Site when loaded with loose materials or spoils; use of chutes for material drops during demolition; water sprays for all excavation, demolition and transfer of spoils to ensure that materials are dampened as necessary to avoid the suspension of dust into the air; and covering or watering and stabilization of loose materials stored on-site with a biodegradable suppressing agent;

(ix) All illuminated traffic control signals shall be solar powered or connected to the electrical power grid;

(x) All forklifts excluding skylifts shall be powered by electricity or natural gas; and

(xi) Diesel powered skylifts shall include emission controls as specified in clause (v) of this Section **3.01(a)**.

Declarant shall include, where applicable, all measures described above in its contracts for construction (including excavation) in the Project Site.

(b) Energy Conservation and Environmental Design Measures.

(i) Declarant shall implement the measures specified in Section **3.01(b)(ii)** and **(iii)** below in connection with the design and construction of each New Building. To the extent that such Subparagraphs require achievement of a minimum Leadership in Energy and Environmental Design ("LEED") Silver Certification by the United States Green Building Council ("USGBC"), Declarant shall be required to exercise all reasonable efforts to design, build, and operate New Buildings to achieve that standard, or such substitute and equivalent standard that Declarant and the City agree has superseded LEED Silver Certification and is a successor thereto (the "Substitute Standard"). For such purpose the LEED Silver version (or, if applicable, the version of the Substitute Standard) in effect at the time a contract for architectural services for a New Building is executed shall be the prevailing standard for such New Building. Declarant shall promptly notify the City of the execution of any such contract for a New Building, and of the LEED Silver version or version of the Substitute Standard applicable thereto in accordance with this paragraph. All references in paragraph (ii) to LEED Silver shall refer to LEED Silver or the Substitute Standard, as applicable.

(ii) Declarant shall implement the following measures in connection with the design and construction of each New Building:

(A) Design, build, and operate the New Buildings that do not include any Academic Research Use in accordance with the standards required to achieve a minimum LEED Silver Certification.

(B) Design, build, and operate all New Buildings that include any Academic Research Use using the Labs21 guidelines and demonstrate leadership in sustainability by endeavoring to achieve a minimum of LEED Silver Certification and Declarant shall use all reasonable efforts to obtain LEED Silver Certification in accordance with this provision; and

(C) If only a portion of any New Building includes Academic Research Use, Declarant shall design, build and operate that portion of the New Building that does not contain Academic Research Use in accordance with the standards required to achieve a minimum of LEED Silver Certification and shall, to the extent practicable, apply for and use reasonable efforts to obtain LEED Silver Certification for such portion of the New Building.

(D) Should any LEED Silver Certification criterion or any Labs21 criterion, or elements thereof, change, and Declarant determines that the new criterion or element is not equivalent and is impracticable, Declarant will so notify the City prior to execution of any contract for architectural services for the New Building to which the criterion or element would apply. In the event that the City disputes Declarant's determination, then such dispute shall be resolved by arbitration. If the City does not dispute Declarant's determination, or if Declarant prevails in such arbitration, Declarant shall not be required to implement such new criterion or element thereof. Declarant shall bear the costs of arbitration, including any fees or expenses incurred by the Public Parties in connection therewith. Absent notification by Declarant as above provided, Declarant shall implement the new criterion or element thereof.

(iii) As part of Declarant's obligations under Section **3.01(b)(ii)** above, Declarant shall:

A. Commission New Buildings to ensure optimal system performance consistent with the standard use of the term "commission" in the construction industry, including (to the extent practicable) the use of Energy Star appliances in all buildings on the Project Site;

B. Establish an internal revolving central fund in the amount of Ten Million Dollars ($10,000,000) to be used by Declarant to encourage schools and programs of Declarant to incorporate sustainable design efforts for New Buildings leading to certification surpassing LEED Silver Certification; inform such schools and programs of the Declarant of the availability of funding not less than once each academic year; and provide to the City and the FEIS Monitor, on an annual basis, a report describing the publicity given by Declarant with respect to such program and the activities of such fund during the prior year, including Declarant's reasonable efforts to make funding available;

C. Reduce energy consumption in all New Buildings and major renovations in the Project Site so as to exceed the requirements in the New York State Energy Conservation Construction Code;

D. Use materials that have low emissions of volatile organic compounds, where practicable;

E. Reuse and recycle demolition and construction debris, where practicable;

F. Promote building designs that improve indoor environmental quality by incorporating natural light and ventilation where practicable to create an improved working and learning environment for Declarant's faculty, other employees, students, and guests;

G. Draw on the expertise of design, energy, and environmental nongovernmental organizations, government agencies, community organizations, faculty members and other employees, and others with expertise to keep abreast of the latest developments in the field and continue to incorporate new knowledge of the best practices into its policies and guidelines; and

H. Provide the FEIS Monitor with copies of applications and status updates with respect to LEED Silver Certification determinations and status updates regarding use of the Labs 21 guidelines for New Buildings that include any Academic Research Use.

(c) Traffic Improvements.

(i) Declarant shall not apply for or accept an excavation permit unless and until Declarant requests in writing that NYCDOT implement those traffic improvements set forth in Exhibit V annexed hereto; and

(ii) If excavation permits have theretofore been obtained in connection with the development of five (5) or more New Buildings, then Declarant shall not apply for or accept an excavation permit for any New Building on Development Sites 8, 9, 10, 11, 12, 13, 14, 15, 16 or 17 unless and until Declarant requests in writing that NYCDOT implement those traffic improvements set forth in Exhibit W to this Declaration.

Declarant shall comply with NYCDOT requirements necessary to implement the traffic improvements described in clauses (i) and (ii) of this Section **3.01(c)**, or improvements having comparable benefits as specified by NYCDOT, and shall either implement the improvements described in clauses (i) and (ii) of this Section **3.01(c)** as directed by NYCDOT, or, if directed by NYCDOT, pay NYCDOT for the improvements described in clauses (i) and (ii) of this Section **3.01(c)** upon request of NYCDOT accompanied by appropriate supporting documentation. To the extent that NYCDOT does not approve or deems unnecessary one or more of the traffic improvements described in clauses (i) and (ii) of this Section **3.01(c)**, Declarant shall have no further obligation with respect to such improvements.

(d) Historic Resources.

(i) In connection with any demolition of existing improvements or excavation by Declarant within 90 feet of the West Market Diner (if not previously relocated from 659 West 131st Street), the Manhattan Valley IRT viaduct, the 125th Street IRT Subway Station, the Riverside Drive viaduct, the Nash Building or the Studebaker Site, Declarant shall comply with the Approved CPP, and shall certify to the City and ESDC that the

Approved CPP has been or will be implemented with respect to the applicable demolition or excavation.

(ii) Declarant shall not apply for or accept any permit (for demolition of existing improvements, excavation, foundation or other construction) respecting Replacement Site 1 unless or until Declarant has prepared a construction protection plan to protect any properties determined by OPRHP to contribute to the significance of the portions of the S/NR Eligible Upper Broadway Historic District that are located within ninety (90) feet of Replacement Site 1 and such construction protection plan has been approved by OPRHP.

(iii) Declarant shall present its exterior design for any building to be constructed on Replacement Site 1 to OPRHP.

(iv) Declarant shall not apply for or accept any permit (for demolition of existing improvements, excavation, foundation or other construction) respecting Replacement Site 2 unless and until Declarant has prepared a construction protection plan designed to protect the Old Broadway Synagogue at 15 Old Broadway and such construction protection plan has been approved by OPRHP.

(v) Declarant shall not apply for or accept any permit (for excavation, foundation or other construction) respecting Replacement Site 3 unless and until Declarant has prepared a construction protection plan designed to protect buildings located at 327 West 126th Street, 311 West 126th Street and 320 St. Nicholas Avenue and such construction protection plan has been approved by OPRHP.

(vi) In connection with any demolition of existing improvements or excavation by Declarant on Replacement Sites 1, 2 or 3, Declarant shall comply with the applicable construction protection plan, and shall certify to the City and ESDC that the applicable construction protection plan has been or will be implemented with respect to the applicable Replacement Site.

(e) Air Quality Measures. Declarant shall implement the following measures at the appropriate times:

(i) As part of the completion of construction of the Main Underground Parking Facilities, a minimum of four (4) ventilation exhausts shall be installed with a minimum exhaust height of 30 feet above grade, and a minimum distance of 20 feet from the vent face to the nearest operable window or air intake;

(ii) The annual petroleum derived and natural gas fuel usage of the Central Energy Plants and Package Boilers shall not exceed the restrictions specified in Exhibit X to this Declaration;

(iii) The Central Energy Plant boilers and boilers installed on Development Site 15 and Development Site 17 shall be equipped with low-NOx burners;

(iv) Any boilers in the Central Energy Plant beneath Tax Block 1999 shall operate on natural gas exclusively (except during the period of an emergency or the unavailability of such fuel);

(v) The Central Energy Plant within the Central Energy Plant Service Area shall operate exclusively on natural gas (except during the period of an emergency or the unavailability of such fuel) upon the completion of any New Building that increases the maximum operating steam demand within the Central Energy Plant Service Area to greater than 130,000 pounds per hour;

(vi) Any boiler system installed at Development Site 15 shall operate on natural gas exclusively (except during the period of an emergency or the unavailability of such fuel);

(vii) Any boiler systems installed at Development Site 1, Development Site 16 and Development Site 17 shall operate on natural gas or distillate fuel oil (0.2 percent sulfur by weight);

(viii) The proposed Central Energy Plants and Package Boilers shall contain the minimum stack heights set forth on Exhibit Y to this Declaration;

(ix) All New Buildings that include any Academic Research Use shall contain a minimum laboratory fume hood ventilation exhaust velocity of 2,984 feet per minute (fpm) and a minimum stack height of 45 feet above the roof of such New Building. In addition, any New Building at Development Site 13 containing Academic Research Use shall provide a minimum lab fume hood stack velocity of 4,000 fpm, and any New Building at Development Site 12 containing Academic Research Use shall provide a minimum laboratory fume hood ventilation exhaust velocity of 4,000 fpm and a minimum exhaust stack height of 70 feet above the roof of such New Building;

(x) Upon Declarant entering into an agreement with the MTA for modification or reconstruction of the Bus Depot Site, any system for exhausting ventilation air and emissions from combustion and process equipment shall be directed above the roof of the buildings constructed above such modified or reconstructed Bus Depot Site. The locations of any exhausts shall meet all applicable requirements of the NYCDOB and any other agency with jurisdiction and shall be consistent with applicable industry standards. Furthermore, any combustion equipment shall utilize natural gas exclusively, be located above the roof of Development Site 14, and have a minimum exhaust height of 382.3 feet above Manhattan Datum;

(xi) Cooling towers located on New Buildings at Development Sites 1, 2, 6, 14, 15, 16, and 17 shall include a high-efficiency drift eliminator to minimize the quantity of water droplets;

(xii) Emergency generators shall be tested once per week for approximately 15 to 20 minutes to ensure their availability and reliability in the event of a sudden loss in utility electrical power, but shall not be tested at the same time as individual generators; and

(xiii) Emergency generators shall not be used in a peak load shaving program.

(f) Hazardous Materials.

(i) Upon Declarant acquiring title to the Bus Depot Site, the MTA Shop Site, or the Con Edison Site, Declarant shall, upon approval of NYCDEP or OER, record a hazardous materials restrictive declaration against such property in substantially the form annexed hereto as Exhibit Z, or such other form as may be approved by NYCDEP or OER at the time of acquisition, subject to such additional requirements and conditions that may be imposed in connection with any environmental review conducted by the MTA, with respect to the sale of the Bus Depot Site or the MTA Shop Site, or the New York State Public Service Commission with respect to the sale of the Con Edison Site.

(ii) Upon Declarant acquiring title to each of Replacement Site 1, Replacement Site 2 or Replacement Site 3, Declarant shall, upon approval of NYCDEP or OER, record a hazardous materials restrictive declaration against such property in substantially the form annexed hereto as Exhibit Z, or such other form as may be approved by NYCDEP or OER at the time of acquisition, subject to such additional requirements and conditions that may be imposed in connection with any environmental review as may be required by any City or State agency.

(iii) Upon Declarant acquiring title to any Additional Properties, Declarant shall, prior to performance of any soil disturbance activities, record a hazardous materials restrictive declaration against such property acceptable to NYCDEP or OER and in substantially the form annexed hereto as Exhibit Z, or such other form as may be approved by NYCDEP or OER at the time of acquisition.

(iv) Declarant shall record a hazardous materials restrictive declaration acceptable to NYCDEP or OER against the Subject Properties in substantially the form annexed hereto as Exhibit Z, or such other form as may be approved by NYCDEP or OER at the time of acquisition, subject to such additional requirements and conditions that may be imposed in connection with any environmental review as may be required by any City or State agency.

(v) If any property referred to in Sections **3.01(f)(i)** through **(iv)** hereof or in Section **3.02(a)(iii)** hereof is or becomes subject to a hazardous materials E-designation, then the investigation, sampling and/or remediation of hazardous materials with respect to such property shall be governed by such E-designation rather than by a hazardous materials restrictive declaration, and there shall be no requirement to record a hazardous materials restrictive declaration against such property. For the purposes hereof, "E-designation" shall mean an environmental designation on the New York City Zoning Map that identifies a property as containing potential hazardous materials contamination that has been established pursuant to Section 11-15 of the Zoning Resolution.

(g) Noise Measures.

(i) The construction (including excavation) of any New Buildings and Slurry Walls by Declarant shall comply with the following:

(A) Utilize a wide range of construction equipment that produces lower noise levels than typical construction equipment consistent with the noise levels for such equipment set forth in Exhibit AA;

(B) As early in the construction period where practicable, diesel-powered equipment shall be replaced with electrical-powered equipment, such as electric scissor lifts and electric articulating forklifts.

(C) Require all contractors and sub-contractors to properly maintain their equipment and have quality mufflers installed; and

(D) To the extent feasible (and not precluded from doing so by a Governmental Authority) Declarant shall:

[i] Locate noisy equipment, such as generators, cranes, concrete pumps, concrete trucks and dump trucks, away from and shielded from sensitive receptor locations;

[ii] Utilize noise barriers to provide shielding;

[iii] Utilize portable noise barriers and acoustical tents to break the line-of-sight between sensitive receptors and noise sources such as drill rigs, impact wenches, jack hammers, pavement cutters, pile drivers, chain saws and toweling machines; and

[iv] Utilize noise curtains and equipment enclosures to break the line-of-sight between sensitive receptors and major noise sources such as tower cranes.

Declarant shall include, where applicable, all measures described above in its construction contracts for the development of the Project Site.

(ii) All New Buildings within the Project Site and any building constructed by Declarant on the 172nd Street Site shall include both double-glazed windows and central air conditioning to provide noise attenuation of a minimum of 35 dBA. Notwithstanding the foregoing, any New Building constructed on Development Site 11 shall be designed to achieve noise attenuation of at least 40 dBA, the east façades of New Buildings constructed on Development Sites 1, 6 and 8, and the west facades of New Buildings constructed on Development Sites 7, 10, 14 and 15 shall be designed to achieve noise attenuation of at least 40 dBA, and the west façade of any New Building constructed on Development Site 16 shall be designed to achieve noise attenuation of at least 45 dBA.

Section 3.02 Environmental Mitigation. Declarant shall undertake the following mitigation measures at the times and in the manner set forth in this Section **3.02**:

(a) Indirect Residential Displacement.

(i) The City and ESDC confirm that Declarant's obligation to make the payment described in the first sentence of Section **3.02(a)(i)** of the Interim Declaration has unconditionally been satisfied. Upon the earlier of (x) Declarant's receipt of temporary certificates of occupancy for the occupancy of 1.2 million GSF for all New Buildings, or (y) Declarant's receipt of a temporary certificate of occupancy for a New Building on Development Sites 6, 8, 9 or 10, Declarant shall pay an additional $10,000,000 to the Affordable Housing Fund, as instructed by the City.

(ii) The Program Plan submitted by Declarant that identifies the New Building that will, together with all previously approved Program Plans for New Buildings, cause the creation of an aggregate of 1.2 million or more GSF of above grade space in New Buildings, shall specify the date by which Declarant shall develop at least 159 units of housing on the 172nd Street Site for graduate students or post-doctorate researchers employed by the Declarant and associated with the Stage 1 and Stage 2 New Building programs, as described in the FEIS, which date shall be at least 2 years prior to the anticipated completion date of such New Building. Upon the City's or ESDC's request, Declarant shall provide the City and ESDC with a description of the programs or school affiliations of the graduate students and post-doctorate researchers resident at the 172nd Street Site.

(iii) Upon a determination by NYCDEP or OER that there may be environmental contamination at the 172nd Street Site, Declarant shall record a hazardous materials restrictive declaration against the 172nd Street Site in substantially the form annexed hereto as Exhibit Z or such other form as may be approved by NYCDEP or OER at the applicable time.

(iv) No later than the issuance of a temporary certificate of occupancy for the first New Building, Declarant shall allocate some portion of existing Declarant-controlled housing units located within the Secondary Study Area that are vacated by retirees of the Declarant for housing new faculty members of the Faculties of Arts and Sciences and other schools that would have programs in the Project Site. Upon the City's or ESDC's request, Declarant shall provide the Public Parties with a description of activities pursuant to this clause (iv).

(v) No later than the issuance of a temporary certificate of occupancy for the first New Building, Declarant shall maintain a residential loan program to encourage ownership by faculty of Declarant of property located outside of the Secondary Study Area sufficient to satisfy potential demand of up to 15 loans per year, a portion of which would be reserved for new faculty members of the Faculties of Arts and Sciences and other schools that would have programs in the Project Site. Upon the City's or ESDC's request, Declarant shall provide the City and ESDC with a description of activities pursuant to this clause (v).

(vi) For the period from January 1, 2009 through December 31, 2014, Declarant shall provide funding for one attorney at a legal assistance provider acceptable to NYCHPD serving the Manhattanville Area, to provide anti-eviction/anti-harassment legal assistance for residents of the Manhattanville Area. For the period from January 1,

2015 through December 31, 2030, Declarant shall increase such funding to provide for two attorneys at a legal assistance provider acceptable to NYCHPD serving the Manhattanville Area, to provide anti-eviction/anti-harassment legal assistance for residents of the Manhattanville Area. Notwithstanding the foregoing, in no event shall Declarant be required to provide funding for such legal assistance in excess of Four Million Dollars ($4,000,000) through December 31, 2030.

(vii) Consistent with the FEIS and the Technical Memoranda, Declarant shall construct no fewer than 822 units of university housing in the Project Site.

(b) Direct Shadow Impacts on I.S. 195 Playground. Within one year after a temporary certificate of occupancy has been issued permitting the occupancy of one or more new floors in New Buildings on Development Sites 2, 3 and 4, Declarant shall make a single payment of Five Hundred Thousand Dollars ($500,000) to the NYCDOE or an agent designated by the NYCDOE, pursuant to an agreement to be entered into between Declarant, NYCDOE and such agent, setting forth the terms and conditions of the funding commitment and providing that NYCDOE or its agent shall use such funds to increase the overall attractiveness and usability of the playground to mitigate partially the increase in shadow.

(c) Demolition of Sheffield Farms Building.

(i) For the building formerly located at 3229 Broadway (Tax Block 1996, Lot 34) (the "Sheffield Farms Building"), Declarant has certified to the City that an Historic American Buildings Survey (HABS) Level I documentation of the former Sheffield Farms Stable, has been conducted by a recognized professional credentialed for preparing such reports, and a report has been submitted to OPRHP, the New York Historical Society, and the Museum of the City of New York.

(ii) No later than the issuance of a temporary certificate of occupancy for the first New Building, Declarant shall develop and install a permanent interpretive exhibit or exhibits in or near the Project Site to document the history of the former Sheffield Farms Building and to encompass the larger history of the Manhattanville neighborhood. Elements to be considered for the exhibit include the HABS documentation described in Section **3.02(c)(i)** of this Declaration; salvaged elements representative of the design of the façade of the former Sheffield Farms Building and of its interior related to its use as a stable; historic and current photographs, drawings, and narrative depicting the social, industrial, and architectural histories of Manhattanville; historic industrial element salvaged from the rehabilitation of the building on the Studebaker Site; and interactive and multimedia features, which could include 3-D mapping, also recordings of oral histories and neighborhood sounds, film/video recordings of neighborhood elements, and on-line database of neighborhood information.

(d) Construction Traffic Impact.

(i) Declarant shall not apply for or accept an excavation permit for any New Building unless and until Declarant sends written notice to the NYCDOT requesting that the NYCDOT implement the following mitigation measure:

(A) Between 3:00 p.m. to 4:00 p.m. at the intersection of Twelfth Avenue and West 133rd Street, shift five seconds of green time from the northbound/southbound phase to the westbound phase.

(ii) If excavation permits have theretofore been obtained for five (5) or more New Buildings, then Declarant shall not apply for or accept an excavation permit for any New Building on Development Sites 8, 9, 10, 11, 12, 13, 14, 15 or 17 unless and until Declarant sends written notice to the NYCDOT requesting that NYCDOT implement the following mitigation measures:

(A) Between 3:00 to 4:00 p.m. at the intersection of Broadway northbound at West 133rd Street, shift two seconds of green time from the northbound phase to the westbound phase.

(B) Between 3:00 to 4:00 p.m. at the intersection of Broadway and West 130th Street, channelize upstream southbound through traffic away from the rightmost lane south of West 130th Street; shift five seconds of green time from the northbound/southbound phase to the eastbound phase; deploy traffic control officer to allow right turns on red for approximately one third of the red phase.

Declarant shall comply with NYCDOT requirements necessary to implement the traffic measures described in clauses (i) and (ii) of this Section **3.02(d)**, or improvements having comparable benefits as specified by NYCDOT, and shall either implement the measures described in clauses (i) and (ii) of this Section **3.02(d)** as directed by NYCDOT, or, if directed by NYCDOT, pay NYCDOT for the costs, if any, of implementing the measures described in clauses (i) and (ii) of this Section **3.02(d)** upon request of NYCDOT accompanied by appropriate supporting documentation. To the extent that NYCDOT does not approve or deems unnecessary one or more of the traffic measures described in clauses (i) and (ii) of this Section **3.02(d)**, Declarant shall have no further obligation with respect to such improvements.

(e) Parking. Declarant shall use good faith efforts to obtain by 2015 a revocable license right or rights to use portions of NYCDEP property located between West 135th and West 145th Streets beneath the Henry Hudson Parkway as one or more public parking facilities that would accommodate approximately four hundred (400) parking spaces and use good faith efforts to open such facilities by December 31, 2015. In the event that Declarant is unable to secure a revocable license or licenses to establish such public parking facilities, Declarant shall not apply for or accept a temporary or permanent certificate of occupancy for space in more than four (4) New Buildings unless and until Declarant has added up to seventy two (72) parking spaces to its existing parking garage located at 560 Riverside Drive or at another location in the vicinity of the Project Site. Declarant shall set rates for parking that are consistent with prevailing parking rates in the vicinity of the Project Site.

(f) 125th Street IRT Subway Station Escalators. Declarant shall not apply for or accept a temporary or permanent certificate of occupancy for space in more than five (5) New Buildings unless and until Declarant, pursuant to an agreement between Declarant and MTA incorporating the provisions of the letter annexed as Exhibit BB to this Declaration, converts the

E101 and E102 escalators at the 125th Street IRT Subway Station located at the west side of Broadway, south of West 125th Street, to 40-inch treads and replaces the enclosures around the escalators. Declarant shall not commence work on the conversion of the escalators unless and until Declarant has certified to the City and ESDC that it has presented to OPRHP its design as to how the converted escalators would connect to and protect the historic material of the station.

(g) Construction Noise Impact.

(i) Prior to applying for or accepting an excavation permit for the development of any New Building, Declarant shall provide notice to the tenants of the residential buildings at 3333 Broadway, either directly, or in a manner acceptable to NYCDCP, that those tenants having apartment windows facing the Project Site (as shown by arrows on Exhibit K to this Declaration) are entitled to sleeve air-conditioning units.

(ii) Prior to applying for or accepting an excavation permit for the development of any New Building on Development Site 15, Declarant shall notify NYCHA that residents in the buildings at 95 Old Broadway and 1430 Amsterdam Avenue that have westerly facing apartment windows are entitled to air-conditioning units.

(iii) Declarant shall have an agreement with one or more vendors to provide and install air conditioners to eligible residents promptly upon request at Declarant's expense. The notification described in clauses (i) and (ii) of this Section **3.02(g)** shall direct eligible residents to contact such vendor(s) to arrange to have the air conditioner installed.

(iv) If the air conditioners become the property of the residents of the buildings described in clauses (i) and/or (ii) of this Section **3.02(g)** and a resident removes the air conditioner upon vacating the apartment, Declarant shall provide, at Declarant's expense, a replacement unit upon request of the new resident or NYCHA, provided that Declarant shall only be responsible for replacing removed air-conditioners through the completion of all Project-related construction activities.

(h) West Market Diner Relocation. To avoid any adverse impacts to the West Market Diner, Declarant shall, in consultation with OPRHP, relocate the West Market Diner to a new location in or near the Project Site and shall restore the West Market Diner to the extent practicable.

Section 3.03 Monetary Payments. In the event that a payment is due under this Article **III**, and no legal entity has been created to receive such payment or multiple parties claim to be entitled to receive such payment, then Declarant shall deposit the sum due into an escrow account maintained by the New York City Law Department, until an entity has been established to receive such funds or there has been a final resolution directing to whom such payment shall be made, and if Declarant makes such deposit it shall not be in Default as to its Obligation to make such payment.

Section 3.04 Intentionally Omitted.

Section 3.05 Incorporation of FEIS Obligations. If this Declaration fails to incorporate an FEIS Obligation set forth in Chapter 23 of the FEIS, such FEIS Obligation shall be deemed incorporated herein by reference. If there is any inconsistency between an FEIS Obligation as set forth in the FEIS or the Technical Memoranda and as incorporated into this Declaration, the more environmentally protective provision shall be applicable.

Section 3.06 FEIS Monitor. Declarant shall appoint and maintain an independent third party acceptable to the City as a monitor (the "FEIS Monitor") to oversee, on behalf of the City the performance by Declarant of its Obligations under this Article **III** and Section **5.07(e)(i)-(iv)** until the Obligations have been completed. Declarant shall cooperate with the FEIS Monitor and shall provide access for the FEIS Monitor to the Subject Properties and to Declarant's books and records relating to PCREs and mitigation hereunder for the purpose of making independent verification to determine compliance with Declarant's Obligations under this Article **III** and Section **5.07(e)(i)-(iv)**. The FEIS Monitor shall provide reports of Declarant's compliance with such obligations in accordance with a schedule acceptable to the City. A copy of such report shall be furnished simultaneously to ESDC. The scope of services (which may include provision for appropriate consultants) under the agreement between Declarant and the FEIS Monitor shall be subject to review by and approval of the City, such approval not to be unreasonably withheld or delayed. Declarant shall be responsible for the fees and disbursements, when due and payable, of the FEIS Monitor in performing the services set forth in this Section.

Section 3.07 Innovation; Alternatives.

(a) In complying with Section **3.01** and Section **3.02** of this Declaration, Declarant may implement innovations, technologies or alternatives that are or become available, which would result in equal or better methods of achieving the relevant PCRE or mitigation, in each case subject to the approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) In the event that based on changed conditions, Declarant in good faith believes that a PCRE or mitigation required under Section **3.01** or **3.02** of this Declaration should not apply or could be modified without diminishing the environmental standards that would be achieved by implementing the PCRE or mitigation, Declarant shall request that NYCDCP grant Declarant a waiver or modification. Declarant shall send a copy of any such request to ESDC (but no approval from ESDC shall be required, except as to modifications to the obligations under Sections **3.01(d)**, **3.02(c)**, **3.02(f)** (second sentence only) and **3.02(h)** hereof). Such request shall include an analysis that sets forth the basis of Declarant's position.

(c) In the event that NYCDCP determines in a technical memorandum that innovations, technologies or alternatives, as set forth in Section **3.07(a)**, are acceptable, or that the relevant PCRE or mitigation should not apply or could be modified, as set forth in Section **3.07(b)**, Declarant may eliminate or modify the PCRE or mitigation consistent with the NYCDCP approval or determination, provided that Declarant records a notice of such change against the Subject Property in the office of the City Register, but no amendment of this Declaration shall be required.

ARTICLE IV
OPEN SPACE

Section 4.01 Development of Open Space. Subject to Declarant's Obligation under Section **6.02**, Declarant shall complete the development of the Open Space on the Project Site in accordance with Sections 104-42-104-44, inclusive, of the Zoning Resolution and as follows:

(a) Declarant's Obligation to construct Open Space in Stage 1, as more particularly set forth in this Article **IV**, shall accrue on the Initial Delivery Date.

(b) Prior to applying for, or accepting from, NYCDOB a temporary certificate of occupancy (or permanent certificate of occupancy if no temporary certificate of occupancy is obtained) for any space in a New Building to be developed on Development Site 15, Declarant shall construct the 60-foot wide "East/West Open Area", as described in Section 104-423 of the Zoning Resolution and in accordance with the standards set forth in Section 104-43 of the Zoning Resolution, and such "East/West Open Area" shall be opened for public use as set forth in Section 104-431 of the Zoning Resolution.

(c) Within one year after a temporary certificate of occupancy has been issued permitting the occupancy of one or more floors in the New Building on Development Site 1, the Grove (as shown on **Exhibit H**) shall be Substantially Completed, as defined in Section **4.03**.

(d) Within one year after temporary certificates of occupancy have been issued permitting the occupancy of one or more floors in each of the New Buildings on Development Sites 2 and 3, the Small Square in Block 1996 (as shown on **Exhibit H**) shall be Substantially Completed.

(e) Within one year after temporary certificates of occupancy have been issued permitting the occupancy of one or more floors in each of the New Buildings on Development Sites 3 and 4, the midblock open area located adjacent to the Small Square on Block 1996 (as shown on **Exhibit H**) shall be Substantially Completed.

(f) Within one year after a temporary certificate of occupancy has been issued permitting the occupancy of one or more floors in each of the New Buildings on Development Sites 6b and 7, the Square on Block 1997 (as shown on **Exhibit H**) shall be Substantially Completed.

(g) Within one year after a temporary certificate of occupancy has been issued permitting occupancy of one or more floors in the New Building on Development Site 9, the at least 50-foot wide midblock open area located adjacent to Development Site 9 on Block 1998 shall be Substantially Completed.

(h) Within one year after temporary certificates of occupancy have been issued permitting occupancy of one or more floors in each of the New Buildings on Development Sites 12 and 13, the at least 50-foot wide midblock open area located between Development Sites 12 and 13 shall be Substantially Completed.

Section 4.02 Maintenance and Operation. All Open Space on the Project Site shall be permanently maintained and operated as publicly accessible open area by Declarant at Declarant's sole cost and expense, and in accordance with Section 104-433 *et seq.* of the Zoning Resolution.

Section 4.03 Substantial Completion. For purposes of Section **4.01(c)** through **(h)** and Section **7.06(b)** of this Declaration, "Substantially Completed" and "Substantially Complete" shall mean that the area in question has been completed to such an extent that the area in question is open for public use, in accordance with Section 104-40 *et seq.* of the Zoning Resolution, as the same shall be reasonably determined by the chair of the NYCPC. It is understood that an area will be deemed to be "Substantially Completed" notwithstanding that (a) insubstantial details of construction, decoration or mechanical adjustment remain to be performed, or (b) landscaping, planting of vegetation or other tasks which must occur seasonally has not been completed. Notwithstanding a determination that an area has been Substantially Completed, Declarant may continue to use, from time to time, a portion of such area for construction staging as permitted under Section 104-422 of the Zoning Resolution.

Section 4.04 Failure to Comply. In the event Declarant fails to comply with any requirements of Section **4.01** of this Declaration, then Declarant shall not apply for or accept any further Building Permit or certificate of occupancy from the NYCDOB until such Obligation has been satisfied by either Declarant, or by the City pursuant to Section **7.06(b)** hereof (and if by the City, until Declarant has reimbursed the City as provided in Section **7.06(b)**.

ARTICLE V
GPP OBLIGATIONS

Section 5.01 Compliance with GPP. Declarant accepts full responsibility and liability for the implementation of, and shall at all times comply with, all Obligations under this Declaration, whether or not the same are separately or specifically denominated as an "Obligation" herein. Declarant shall implement the Project subject to the GPP and shall at no time contravene the GPP. Declarant shall cooperate with and provide access to ESDC or its designee to the Subject Properties and to Declarant's books and records to the extent required to verify and make an independent determination whether Declarant is in compliance with this Section.

Section 5.02 GPP Monitor. Within thirty (30) days of the date hereof (unless a later date is elected by ESDC), ESDC shall appoint an independent third party ("GPP Monitor") reasonably acceptable to Declarant to periodically provide ESDC with reports and recommendations concerning Declarant's compliance with the Obligations under Sections **2.07, 2.10, 5.03, 5.05, 5.06** and **5.07** (other than Section **5.07(e)**) of this Declaration). Declarant shall fund a GPP Monitor in the manner and for the time periods set forth in the LADA.

Section 5.03 Declarant's Implementation Plan.

(a) *Plan Contents.* Declarant shall periodically submit to ESDC and the GPP Monitor written reports (each an "Implementation Plan") that shall:

(i) provide documentary evidence in a form agreed to in advance by ESDC and Declarant as sufficient to establish that Declarant is fully implementing the Obligations set forth in Sections **5.05, 5.06** and **5.07** (other than Section **5.07(e)**) during the reporting period (as and when each such Obligation is operative in accordance with this Declaration); and

(ii) set forth in tabular form Declarant's progress in achieving the Milestone Dates set forth in Section **2.10** and the duration of street closures described in Section **2.07**, including the cumulative number of days attributable to any extensions under Section **2.10(x)** and the cumulative number of days of delay attributable to Uncontrollable Circumstances certified pursuant to Section **2.11**.

(b) *Submittal Schedule*. Declarant shall submit to ESDC the first Implementation Plan on the date hereof; thereafter Declarant shall submit to ESDC an Implementation Plan initially on a quarterly basis (i.e., January 15, April 15, July 15 and October 15) (the second Implementation Plan to be submitted on January 15, 2012). After Declarant submits eight quarterly Implementation Plans, Declarant shall submit Implementation Plans on a semi-annual basis (i.e., January 15, July 15). After Declarant submits four semi-annual Implementation Plans, Declarant shall consult with ESDC no less than annually to make a good faith determination as to whether the semi-annual schedule can be changed to an annual schedule. Except for the first Implementation Plan, all subsequent Implementation Plans shall be submitted to ESDC and the GPP Monitor simultaneously. Declarant shall submit all Implementation Plans with a letter signed by an authorized representative of the Declarant on Declarant's letterhead, stating that the contents thereof have been reviewed by the signer of the letter and are believed, based upon information and belief, to be accurate. Declarant acknowledges ESDC's right to independently verify Declarant's compliance with any Obligation, as set forth in Section **5.02**, Section **7.08**, or the LADA.

(c) *Review Procedures*. Where ESDC, in consultation with the GPP Monitor, determines that the Implementation Plan does not comply with paragraph (a), ESDC shall provide notice to Declarant specifying the areas of noncompliance and affording Declarant the opportunity, within thirty (30) days of receipt of such ESDC notice, to resubmit the Implementation Plan or to cure any noncompliance. If Declarant fails to submit or resubmit an Implementation Plan or otherwise cure non compliance within 30 days of Declarant's receipt of notice from ESDC, ESDC may find Declarant in breach of its obligations and issue a Default Notice.

Section 5.04 Intentionally Omitted.

Section 5.05 Residential Relocation Obligations.

(a) Nothing contained in this Section **5.05** shall be deemed to authorize or require the taking of any of the Residential Parcels by eminent domain.

(b) Declarant shall directly undertake and complete the relocation of Project Site residential occupants, as set forth in Section H.2 of the GPP including, without limitation, the Supplemental Relocation Assistance Program (collectively, the "Residential Relocation

Obligations.") To the extent that Declarant fails to perform the Supplemental Relocation Assistance Program following the Declarant's receipt of a Final Default Notice with respect thereto, ESDC may, in its sole discretion and at Declarant's expense perform the same. Declarant's Residential Relocation Obligations shall include the following:

(i) By December 31, 2025, Declarant: (A) shall complete the construction of a minimum of 33 safe, sanitary, affordable residential dwelling units on the Replacement Sites to replace the dwelling units on Block 1998, Lot 38; and (B) shall complete the construction of a minimum of 50 safe, sanitary, affordable residential dwelling units on the Replacement Sites to replace the dwelling units on Block 1999, Lots 29, 30, 31, 32 and 33, in accordance with Section H.2 of the GPP.

(ii) For a 10-year period beginning in 2029, Declarant shall cause the creation of 50 affordable housing units within the local community to replace the dwelling units on Tax Block 1999, Lot 36. Such housing units shall be made available to income eligible persons from the local community who are not affiliated with Declarant. Tenants who then occupy the residential building at Tax Block 1999, Lot 36 shall be given the option to relocate to such housing units before other persons in the local community. Declarant shall provide notice to tenants residing at Tax Block 1999, Lot 36 at least one year but no more than three years before the relocation of housing units at Tax Block 1999, Lot 36 is required for Project purposes.

(iii) Declarant shall pay for: (A) a one-time relocation adjustment payment of $5,000 for each residential household on the Project Site, with such payment to be adjusted to the relocation date of each household based on the Consumer Price Index; and (B) (x) moving services, expenses and referrals to alternative housing for each residential household on the Project Site or (y) at the discretion of the occupants of a household, a direct payment to such household when such residential unit is vacated in an amount equal to the moving costs that would have been paid to mover selected through a bid process.

Section 5.06 Affirmative Action Obligations. As set forth in Section Q of the GPP, Declarant shall implement the following GPP Obligations concerning affirmative action (collectively, "Affirmative Action Obligations"):

(a) *Construction.* During the construction of the Project, Declarant shall at a minimum adhere to ESDC's non-discrimination and affirmative action policies with respect to hiring and contracting, including the goals of 25% MWL business enterprise participation and 40% MWL work force participation in construction activities. Where Declarant's affirmative action policies with respect to hiring and contracting differ from or exceed ESDC's affirmative action policies, Declarant shall adhere to the more stringent affirmative action requirements, unless to do so shall directly conflict with applicable law or Declarant's obligations under collective bargaining agreements in effect as of the date hereof. Declarant shall notify ESDC of any conflict, if any, promptly and with particularity.

(b) *Operation.* Declarant shall make good faith efforts to include MWL business enterprises in all service management agreements, agreements for the purchase of goods and

services and other agreements relating to the operation of the Project. Declarant shall encourage occupancy of the Project's active, ground floor areas by small, non-chain, neighborhood retail businesses that would serve the local community.

(c) *Compliance of Contractors and Subcontractors.* Declarant shall cause the Affirmative Action Obligations to be made binding conditions of all contracts entered into by Declarant or by Declarant's contractors or agents relating to the construction of the Project.

(d) A Successor Interest shall, at a minimum, adhere to ESDC's non-discrimination and affirmative action policies with respect to the obligations set forth in Section **5.06(a), (b)** and **(c)** hereof, and may, at the Successor Interest's option, adhere to more stringent affirmative action requirements.

Section 5.07 Obligations to Provide Project-Related Civic Benefits. As set forth in the GPP, Declarant shall implement the following:

(a) *Civic Facility Improvement Obligations.* Declarant shall fund and implement the following infrastructure improvements to address the needs of the local community:

(i) *Wireless Internet Access.* Declarant shall provide free wireless internet access within portions of the Open Space at the time such portions are Substantially Completed in accordance with Article **IV**, and, if feasible, to the West Harlem Piers Park. All access would continue for 25-years measured from commencement of providing full internet access to all Open Space. Declarant shall install and maintain appropriate signage at prominent locations in the Project Site's Open Space that apprise the public of the availability of free wireless internet access.

(ii) *Shuttle Bus Service for the Elderly and Disabled.* Commencing on May 20, 2009, Declarant shall provide a shuttle bus service complying with ADA specifications to connect the Project Site to subway stations at 116th Street and Broadway, 125th Street and Broadway, 168th Street and Broadway and Harlem Hospital Center. The shuttle bus service shall be provided free of charge to members of the public who are disabled or who are senior citizens, including their attendants. The shuttle bus service shall run on a regular schedule throughout the day every weekday except State and Federal public holidays. If during this period the IRT subway station located at 96th Street and Broadway is made ADA accessible, Declarant shall provide shuttle bus service to connect this station to the locations above. The shuttle bus service shall be provided through 2033 but may be discontinued if and when the 125th Street IRT station becomes ADA accessible.

(b) *Obligations to Provide Community Access to Declarant's Facilities.* Declarant shall provide access to its facilities to persons from the local community, as follows:

(i) *Access to Declarant's Newly Constructed Swimming Facilities.* Commencing with issuance of a temporary certificate of occupancy for the portion of the New Building which will house the new swimming facility on the Project Site, Declarant shall offer access to its new swimming facilities proposed as part of the Project to the physically disabled and to a local swim team or club for two hours each weekday

evening. Every Sunday afternoon year-round, Declarant shall also offer a four-hour "family swim" to local residents. All such access shall continue for a 25-year period from commencement of full access.

(ii) *Community Meeting Space.* Commencing with the issuance of a temporary certificate of occupancy for the last of the Stage 1 New Buildings to be constructed, Declarant shall make available rent free office and meeting space on the Project Site for Manhattan Community Board 9 to accommodate at least four full-time persons and a meeting space for regular meetings throughout the month to accommodate at least fifty (50) people. In addition, commencing at the same time, Declarant shall make meeting rooms available to local community organizations for two evenings per month on a scheduled basis. All of such space shall meet the reasonable requirements of the New York City Department of Citywide Administrative Services and Community Board 9 and continue to be made available for a 25-year period from commencement of making such space available.

(iii) *Artist Space.* Declarant shall make available 5,000 GSF of space or spaces, within or contiguous to the Project Site, for use by local artists. Declarant shall subsidize this space such that it is accessible to a variety of artists and/or artists' organizations. Such space shall be made available commencing with the first temporary certificate of occupancy received for either Development Sites 8, 9, 10 or 17, and shall continue to be made available for a 25-year period from commencement of making such space available.

(c) *Declarant-Sponsored Community Benefit Obligations.* Declarant shall provide the following programs and services for the benefit of the community with an emphasis on education and health care:

(i) *Mind, Brain, Behavior K-12 Education Center.* Declarant shall locate within Development Site 2 (the proposed Jerome L. Greene Science Center) to be constructed in Stage 1 a Center to educate the community about diseases that affect the mind and brain as well as the advances being studied by Declarant's faculty and researchers. The Center shall encourage and design programs for local elementary, junior high school, and high school students. The Center shall commence operation upon issuance of the temporary certificate of occupancy for the Jerome L. Greene Science Center and operate for a 25-year period from commencement of full operation.

(ii) *Mind, Brain, Behavior Public Outreach Center.* Declarant shall locate within Development Site 2 (the proposed Jerome L. Greene Science Center) a Screening and Education Center for community outreach. The purpose of the Center shall be to provide stroke awareness lectures and free blood pressure and cholesterol screenings. The Center shall commence operation upon issuance of the temporary certificate of occupancy for the Jerome L. Greene Science Center and operate for a 25-year period from commencement of full operation.

(iii) *Mobile Dental Center for Pre-School Children.* Commencing with the acquisition by ESDC or Declarant of all Initial Stage 1 Condemnation Parcels, and

continuing for a 25-year period from commencement, Declarant shall extend its Mobile Dental Center to service pre-school age children and seniors from the Manhattanville in West Harlem area. Declarant's College of Dental Medicine, in partnership with the Children's Aid Society and Crest Healthy Smiles 2010 operates a mobile Dental Center. It is fully equipped with two dental operatories, x-ray equipment, waiting/oral health education area and handicapped accessible chairlift. The Mobile Dental Center is staffed with a dentist, pediatric resident, dental hygienist, dental assistant, and driver/data entry clerk. The Center currently travels to over 50 local Day Care and Head Start centers throughout northern Manhattan during the school year offering children ages 3-5 years comprehensive dental care. Parked adjacent to the host site two or more times per month, follow-up appointments are made every six months. Children requiring specialty services are referred to affiliated Community DentCare or Children's Aid Society dental clinics located throughout Washington Heights/Inwood and Harlem. Declarant's partnership with Alianza Dominicana facilitates enrollment into Medicaid or Child Health Plus for the uninsured.

(iv) *Dental Health Screenings for Senior Citizens.* During the summer months, the Mobile Dental Center offers northern Manhattan's elderly population free dental screenings and referrals for further dental treatment at senior centers throughout Washington Heights/Inwood and Harlem. Commencing with the acquisition by ESDC or Declarant of all Initial Stage 1 Condemnation Parcels, and continuing for a 25-year period from commencement, such services shall be extended to include NYCHA residents in Manhattanville Houses and General Grant Houses.

(v) *Senior Citizen Services.* Commencing with the issuance of the first temporary certificate of occupancy for New Buildings on Development Sites 8, 9, 10 and 17, and continuing for a 25-year period from commencement, Declarant shall provide 2,000 GSF of contiguous dedicated space within the Project Site for a center designed to provide education, screening and referrals for the senior population of West Harlem. Programs could include voluntary home screening for older individuals to identify ways to make their apartments safer from accidents, creation of a voluntary registry of vulnerable elderly individuals and the disabled to enable first responders to prioritize assistance to those vulnerable populations in the event of severe weather, fires or other serious circumstances, health screening, education, referral and outreach services center with programs like Declarant's oral hygiene ElderSmile program.

(vi) *Undergraduate Scholarships for Aid-Eligible Students from the Local Community.* In an effort to encourage students to attend Columbia College and the Fu School of Engineering and Applied Science, Declarant shall undertake a targeted recruitment effort for qualified students from the local community. Commencing on May 20, 2009, Declarant shall establish a scholarship fund to serve up to 40 aid-eligible undergraduate students per year who are admitted to Columbia College and the Fu School of Engineering and Applied Science from Harlem, with funding made available to meet their fully demonstrated financial need until 2033 or for a period of 25 years from commencement, whichever is longer.

(vii) *Graduate Scholarships for Elementary School Teachers.* In an effort to enhance the quality of elementary school education within the local community, and as part of Declarant's strong commitment to supporting quality education for the community, commencing with the acquisition by ESDC or Declarant of all Initial Stage 1 Condemnation Parcels, and continuing for a 25-year period from commencement, Declarant shall establish three scholarships for qualified teachers to earn a master's degree in an appropriate field from Declarant or Teacher's College. The three scholarships shall be awarded to qualified elementary school teachers either currently teaching within Community District 9 or interested in teaching elementary school within Community District 9. A maximum of three scholarships shall be in force at any given time with a cumulative maximum of 18 credits per year. Recipients of the scholarships: a) must be admitted to the masters program of choice; b) agree to teach within Community District 9 for five years after they commence their participation in the scholarship program; and c) meet related criteria of the NYCDOE, the United Federation of Teachers, and/or the local school principal.

(viii) *New Public Middle and High School for Math, Science and Engineering.* Declarant has collaborated with NYCDOE and has already agreed to provide the land necessary (via a rent-free, 49-year lease) to create a new public secondary school that will address the critical need to improve education in science, math and engineering for students in New York City on a site immediately adjacent to or within the Project Site. That school is currently educating students at the middle school level at a temporary location and will ultimately serve approximately 650 students from grades 6 through 12. Enrollment will be competitive, with the middle school enrollment coming from high performing local students from northern Manhattan above 96th Street. The middle school will provide roughly half of the enrollment of the high school with the balance of the high school enrollment filled through a competitive process for students from across the five boroughs. Declarant shall provide curriculum support to the faculty of the new school to ensure the highest level of education in math, science and engineering, and continuing for a 25-year period from May 20, 2009. The school referred to in this subparagraph (viii) shall hereafter be referred to as the "School".

(ix) *Availability of Faculty.* Commencing with the academic year in which the School matriculates upper level students eligible for competing in regional and national math, science and engineering competitions, Declarant shall endeavor in good faith to make its faculty from existing campuses available to upper level students from the School interested in competing in regional and national math, science and engineering competitions. As the Project Site is developed, Declarant shall endeavor in good faith make its faculty from the Project Site available to upper level students at the School interested in competing in regional and national math, science and engineering competitions. Such support shall continue for a 25-year period from commencement.

(x) *Availability of Facilities.* Commencing with the acquisition by ESDC or Declarant of all Initial Stage 1 Condemnation Parcels, and continuing for a 25-year period from commencement, Declarant shall make its libraries, computing facilities and other academic support facilities and services available to upper level students from the School.

(xi) *Summer Internships*. Commencing in 2010, Declarant shall create a pilot program for up to fifteen summer internships per year for high school students with one-third selected from the local community and two-thirds from the upper level students at the School to support the academic and research interests of students. The program shall begin with five students from the local community and add ten students from the new School when School students reach the upper grades and qualify for such an internship. The internships shall initially take place in Declarant's existing facilities and shall move to the new Academic and Academic Research buildings proposed within the Project Site when constructed. After five years the program shall be reviewed by leadership of the School and Declarant with the intent of modifying, extending the size and/or renewing the program upon mutual agreement.

(xii) *Scholarships to Lifelong Learners*. Commencing with the acquisition by ESDC or Declarant of all Initial Stage 1 Condemnation Parcels, and continuing for a 25-year period from commencement, Declarant shall fund up to two courses per year for 50 residents per year (25 residents from NYCHA Manhattanville and Grant Houses and 25 residents from the local community) to participate in Declarant's School of Continuing Education. The Lifelong Learners Program is designed for individuals over 65 years of age committed to the principles of lifelong education.

(xiii) *Course Auditing*. Commencing with the acquisition by ESDC or Declarant of all Initial Stage 1 Condemnation Parcels, and continuing for a 25-year period from commencement, Declarant shall fund access to up to 50 courses per year through Declarant's Continuing Education Auditing Program for residents (25 residents from NYCHA Manhattanville and Grant Houses and 25 residents from the local community). The Auditing Program provides adults not currently enrolled in college with the opportunity to attend selected lectures drawn from Declarant's offerings in the Arts and Sciences during the academic year.

(xiv) *Teachers College Demonstration Public School*. Teachers College has agreed to work with the NYCDOE to establish a pre-K–8 demonstration community public school in Manhattan Community District 9. The school shall serve approximately 500 students and shall provide supplementary educational services before and after school. Teachers College's vision for the school also includes community educational programming and a professional development "hub" for pre-service and veteran educators. The value attributable to the support to be provided by Teachers College for the school shall be $30 million.

(xv) *Outreach for Disconnected Youth*. Commencing with the acquisition by ESDC or Declarant of all Initial Stage 1 Condemnation Parcels, Declarant shall initiate a targeted outreach, in partnership with community based organizations, to identify and engage disconnected youth in the community, ages 16-24 who have not completed high school or obtained a GED, in order to enroll them at no cost in existing NYCDOE high school programs or GED programs operated by community partners. Upon completion of a high school diploma or GED, youth will be referred for skills training, internships and work based learning opportunities through community based organizations. For youth successfully completing the GED program, Declarant will make a good faith effort

to place qualified youth in positions with Declarant. To ensure coordination of program and placement services Declarant shall fund a position to coordinate program and placement efforts. The program will be reviewed by Declarant and ESDC after eight years and, if effective, will be continued, subject to subsequent reviews of effectiveness for 25 years from commencement.

(xvi) *Community Scholars Program.* Commencing with the acquisition by ESDC or Declarant of all Initial Stage 1 Condemnation Parcels, and continuing for a 25-year period from commencement, Declarant shall offer independent, community-based scholars from Northern Manhattan access to a range of services provided by Declarant and resources not usually afforded to non-affiliated residents. Services and resources shall be provided at no cost to participants and shall include access to all of Declarant's libraries – including on-line access, course auditing privileges, dialogue with scholars in their field of study, and the ability to participate in seminars and social events developed specifically for the group in buildings proposed within the Project Site. Selection shall be determined by an application process, reviewed by a committee of Declarant's faculty and leaders from relevant local cultural institutions. Scholars shall be appointed for 3-year terms. In the first year Declarant shall appoint up to five scholars; in the second year Declarant shall appoint up to an additional five, so that after year one there shall be a plan to have a cohort of ten scholars. Declarant envisions the program to proceed as a pilot for ten years and then be re-evaluated in good faith to assess its effectiveness.

(xvii) *Athletics Clinics.* Commencing in May, 2009, Declarant's varsity sports programs and coaches of football, volleyball, basketball, soccer, swimming, track and field and tennis shall sponsor and participate in seasonal sports clinics for local community children between the ages of five and 13 in Declarant's facilities and throughout Harlem and Washington Heights until 2033 or for a period of 25 years from actual commencement, whichever is longer.

(xviii) *Summer Camp.* Commencing in May, 2009, Declarant shall offer 25 scholarships per summer based upon financial need to children from the Manhattanville in West Harlem area to attend Declarant's Summer Sports Camps and Cub Camps until 2033 or for a period of 25 years from actual commencement, whichever is longer.

(xix) *Construction Business Development for Minority, Women, and Local Businesses.* Declarant has, in partnership with the New York City Department of Small Business Services ("NYCDSBS"), implemented a program to develop the capacity of MWL construction firms such that they shall be able to manage larger contracts including construction trade work on the proposed Project. The pilot program was initiated in January 2008. The program requires approximately one year of classroom training conducted by the NYCDSBS supplemented by up to one year of mentoring by senior executives and construction project managers from Declarant. Firms sponsored by Declarant shall also receive actual project bid opportunities during their one-year of training. While this is a pilot program, if it is successful Declarant shall match funding of government and private sector partners up to $250,000 per year for five years so that Declarant's participation in the program can be continued and, if feasible, expanded.

(xx) *Project Labor Agreement.* Declarant shall negotiate a Project Labor Agreement with the objective that 40% of all construction job referrals related to the Project go to MWL construction trade persons. Leveraging the full range of programs identified in subparagraphs (xix) to (xxv) of this paragraph, Declarant shall work with its construction management firms and other relevant parties to prioritize construction trade persons from the local community for construction job referrals.

(xxi) *Workforce Training Program.* Commencing with the acquisition by ESDC or Declarant of all Initial Stage 1 Condemnation Parcels, Declarant shall provide up to $750,000 to fund and support the design, development and implementation of industry response (skills-based) education and workforce development training. Materials to be developed shall include competency based curriculum, assessment strategies, recommendations for textbooks, instructional aides, delivery strategies and include implementation training for service providers.

(xxii) *Medical Technician Training Program.* Commencing with issuance of the first Building Permit for a New Building on the Project Site, Declarant shall commit $1 million to expand the CUNY-Columbia Health Sciences Award Program to double the number of students supported. This program is designed to increase the number of residents from Community Districts 9 and 12 pursuing careers in health sciences.

(xxiii) *Community-Provided Job Training.* Commencing with the acquisition by ESDC or Declarant of all Initial Stage 1 Condemnation Parcels, Declarant shall contribute $100,000 each year for the next five calendar years to fund a matching program with community-based organizations to provide job training. Each such contribution shall be due and payable on or before December 31 in each calendar year when such payment is due. Declarant shall make such payment to the matching program in accordance with the instructions of ESDC, or if no program has been identified, to ESDC, to be held by ESDC in escrow for this purpose.

(xxiv) *Retail Businesses.* Declarant shall market no less than 12,000 GSF of small format retail space (up to 2,500 GSF per business) on the Project Site for local entrepreneurs and existing local businesses for uses specified in Section 104-16 of the Zoning Resolution. Priority shall be given to any business displaced by the Project that is in compliance and good standing with its lease terms. When feasible, Declarant shall implement the retail strategy that it currently uses in Morningside Heights and will use good faith efforts to reach agreements with on-site retailers, and with businesses compatible with the Declarant's and the community's rebuild needs, provided reasonable economic terms can be agreed upon with such businesses.

(xxv) *Community Information, Opportunities and Resources Center.* Declarant is already operating the Columbia University Employment and Career Center, which shall be maintained and enhanced to create the Community Information, Opportunities and Resources Center (the "Center"). The Center shall be located on the site where the existing Columbia University Employment and Career Center is located, or in a location in or near the Project Site. The Center shall commence full operation with the acquisition by ESDC or Declarant of all Initial Stage 1 Condemnation Parcels, and continue

operation for a 25-year period from commencement of full operation of the Center. The Center shall provide information on all benefits provided under this Section **5.07** and resources to enable local residents and businesses to receive prompt notification of business opportunities and available jobs at Declarant, to learn about construction schedules, safety and mitigation, and to receive information about community-oriented service programs (i.e., technical assistance, clinics, mentoring, volunteerism). The Center shall provide bilingual services and shall be staffed, in part, by persons devoted exclusively to serving as liaison with the community with respect to the obligations incurred by Declarant in connection with the Project. The estimated annual minimum value of maintaining the Center shall be $325,000. Declarant shall collaborate with appropriate organizations to develop and maintain the center which shall provide, among other things, the following services:

(A) Provide access to Declarant's job listings with detailed descriptions of job qualifications, including a regularly updated information hotline to provide callers with information relating to Declarant's employment opportunities and continuing counsel and assistance to local residents seeking employment with Declarant.

(B) Coordinate Declarant's resources with (i) appropriate job training centers, (ii) City, State and Federal agencies and (iii) other educational institutions and organizations to provide bilingual referral information regarding services for small businesses, leasing space from Declarant and facilitating access to integrated support services.

(C) Identify and provide referrals to training programs and classes in areas such as the skilled trades, administrative support, technology, management, and administration, and where feasible, coordinate with State and City education programs and institutions in the administration of such programs.

(D) Coordinate and host job fairs and job training/job readiness in the community not less than once a year.

(E) Assist local residents in the identification of business, education, training, and career opportunities that provide opportunities for hands-on learning, and competency based instruction based on industry standards. Such programs shall include one group session per month where up to forty (40) persons per session will receive:

[i] Referrals for skills training, internships and work-based learning opportunities with Declarant and through community-based organizations supported by Declarant.

[ii] A catalog of Declarant's community outreach programs.

[iii] Access to work-based learning programs for high school students, high school dropouts, individuals transitioning from welfare-to-work, individuals with special needs, and veterans.

(F) The Center shall include information about construction schedules, safety and mitigation for the Project. Declarant shall also provide a community alert system to notify subscribers about construction issues and a 24-hour hotline to provide callers with timely and regularly updated information about construction activity and employment opportunities related to the Project, and include the GPP Monitor on any related e-mail list serve.

(d) *Declarant-Funded Community Benefit Obligations.* Declarant intends to ensure that its long-term growth brings other tangible benefits to the people who live and work in the local community through funding of community benefit programs to be administered by a combination of Declarant, government officials and other organizations. Declarant shall fund the following community benefit program:

(i) *Harlem Community Development Corporation Financial Contribution.* Declarant shall make annual financial contributions to ESDC's subsidiary, the Harlem Community Development Corporation or its successor ("HCDC"), in increasing amounts, that shall extend for 24 years after the first contribution, and will total $20 million. The initial $500,000 contribution shall be paid by Declarant within thirty (30) Business Days of the acquisition by ESDC or Declarant of all Initial Stage 1 Condemnation Parcels. Each subsequent yearly contribution shall increase by $25,000 over the prior year's contribution until the $20 million is paid in full, and shall be paid by Declarant to HCDC. Other than the initial contribution, each annual contribution shall be paid by Declarant on the first Business Day of the year in which the contribution is due.

(e) *Sustainability Obligations.* Declarant shall undertake the following additional obligations:

(i) All construction by Declarant in the Project Site (excluding interior fit-out) shall use the best available technology to control emissions of particulate matter during construction. Declarant shall monitor the use of such measures and technologies by all contractors and subcontractors;

(ii) Declarant shall exercise good faith efforts to design, build, and operate the New Buildings to achieve a minimum LEED Silver Certification or such Substitute Standard that supersedes LEED Silver Certification in accordance with Section **3.01(b)** of this Declaration. Declarant shall incorporate any relevant future standards that may be applicable to laboratory facilities and multi-year large scale developments;

(iii) Declarant shall commission New Buildings to ensure optimal system performance consistent with the standard use of the term "commission" in the

construction industry, including (to the extent practicable) the use of Energy Star appliances in all buildings on the Project Site;

(iv) Declarant shall employ appropriate technologies to mitigate heat island effects and reduce stormwater runoff; and

(v) Declarant shall exercise reasonable good faith efforts to minimize Declarant's greenhouse gas emissions from the Project Site by 2017 such as through the use of hybrid vehicles to the extent such vehicles are reasonably available in the marketplace.

Section 5.08 Innovation; Changed Conditions.

(a) In complying with Section **5.07** of this Declaration, Declarant may implement innovations, technologies or alternatives that are or become available, which would result in equal or better methods of achieving the relevant Obligation, in each case subject to the reasonable good faith approval of ESDC.

(b) In the event that, based on changed conditions, Declarant reasonably and in good faith believes that an Obligation under Section **5.07** of this Declaration should not apply or could be modified without diminishment of the benefits intended to be conferred thereby, it shall set forth in writing the basis for such belief in an analysis submitted to ESDC. In the event that, based upon review of such written analysis, ESDC determines reasonably and in good faith that the relevant Obligation could be modified or that there is an equivalent substitute for the Obligation, Declarant may eliminate or modify said Obligation under Section **5.07** of this Declaration consistent with ESDC's written determination. Declarant agrees to assume all third party costs incurred by ESDC reasonably and in good faith associated with ESDC's review of Declarant's analysis and the costs of any modification to this Declaration.

ARTICLE VI
EFFECTIVE DATE; AMENDMENTS & CANCELLATION

Section 6.01 Effective Date; Additional Properties.

(a) This Declaration and the provisions and covenants hereof shall become effective on the date hereof as to the Subject Properties and shall on the date hereof supersede the Interim Declaration with respect to the Subject Properties and as to the MTA Shop Site shall also on the date hereof supersede the restrictions and covenants set forth in the ESDC Shop Site Deed. As and when fee title to additional portions of the Project Site (other than the Studebaker Site and other than below-grade easements) are acquired by Declarant ("Additional Properties"), Declarant shall forthwith execute a supplementary declaration (each, a "Supplementary Declaration") with respect to each such Additional Property incorporating the provisions of this Declaration by reference to the applicable Additional Property, which Supplementary Declaration shall be substantially in the form annexed to this Declaration as Exhibit CC. Additional Properties shall be and become part of the Subject Properties immediately upon their acquisition by or Transfer to Declarant. Declarant shall obtain subordinations and waivers to this Declaration (to the extent required), in a form substantially as set forth in Exhibit DD to this Declaration, executed by Mortgagees having an interest in the applicable Additional Property or

other Parties-in-Interest (other than the City, which is hereby deemed to have subordinated and waived) with respect to the applicable Additional Property, and no consent of any other party shall be required.

(b) Declarant shall forthwith file and record this Declaration, and any amendments thereto, and any related waivers and subordinations executed by Mortgagees or other Parties-in-Interest, in the Register's Office at Declarant's sole cost and expense, indexing them only against the Subject Properties, and deliver to the City and ESDC within ten (10) days after receipt of the same, a copy of such documents as recorded, certified by the Register's Office. If Declarant executes a Supplementary Declaration with respect to an Additional Property, as provided in Section **6.01(a)** of this Declaration, Declarant shall likewise file and record such Supplementary Declaration and any related waivers executed by Mortgagees or other Parties-in-Interest in the Register's Office at Declarant's sole cost and expense, indexing them against such Additional Property, and deliver to the City and ESDC within ten (10) days after receipt of the same, a copy of such documents as recorded, certified by the Register's Office. If Declarant fails to so record such documents as provided above, then the City or ESDC may record duplicate originals of such documents. However, all fees paid or payable for the purpose of recording such documents, whether undertaken by Declarant, the City or ESDC, shall be borne by Declarant. In the event the City assigns one or more tax lot designations to the below-grade volumes in City Streets, such tax lots shall be deemed Additional Properties to be covered by and included in a Supplementary Declaration, but such below-grade volumes shall be subject to this Declaration whether or not they are given a tax lot designation.

Section 6.02 Specified Amendments. If unforeseeable circumstances beyond Declarant's reasonable control render it impossible for Declarant to continue to develop the Project Site in accordance with this Declaration, then Declarant shall not thereafter apply for or accept any permit for excavation, foundation or other construction of any New Building, or if any such permit has been obtained, not commence construction of the New Building (but Declarant may continue any work already commenced under a permit otherwise valid under this Declaration) until:

(a) Declarant has presented a modified development plan for the Project Site to the NYCPC and the NYCPC has made a determination that the modified development does not create any new significant adverse environmental impact that was not addressed in the FEIS or the FEIS Memo or the Technical Memoranda, or that CEQR and SEQRA have otherwise been complied with; and

(b) Declarant has simultaneously presented the same modified development plan for the Project Site to ESDC and has provided ESDC with written notice that (i) specifies in each and every respect to which such proposed modified development plan deviates from the GPP; and (ii) requests ESDC to determine whether such modified development plan requires action by ESDC to amend or modify the GPP, and, upon a written determination by ESDC that an amendment or modification to the GPP is required, ESDC, subject to all applicable law, has approved the same through a duly modified GPP; however, during the period that ESDC is reviewing and until it has approved such proposed modified development plan, any actions of ESDC under this Declaration may be suspended in whole or in part at ESDC's sole discretion.

Section 6.03 Other Amendments. This Declaration may be amended, waived, modified or cancelled (other than pursuant to Sections **6.02** and **6.04** of this Declaration) only upon application by Declarant and the express written consent of Declarant and the Applicable Public Party. For purposes of this Section **6.03**, the "Applicable Public Party" shall mean:

(A) the City as to amendments, waivers, modifications or cancellations of any of the provisions of Section **2.03**, Section **2.07(b)**, Section **2.10(t)**, Article **III**, Article **IV** and Article **VIII** (as to the indemnification of the City), and related definitions in Article **I** (except that "Applicable Public Party" shall mean both the City and ESDC as to amendments, waivers, modifications or cancellations that affect Section **3.01(d)** or Section **3.02(c), (f)** or **(h)** of this Declaration);

(B) ESDC as to amendments, waivers, modifications or cancellations of any of the provisions of Section **2.01**, Section **2.07(a)** (as it relates to Section **2.10**, other than Section **2.10 (t)**), Section **2.10** (other than Section **2.10(t)**), Article **V**, Article **VIII** (as to the indemnification of ESDC) and Article **XIV**, and related definitions in Article **I**.

Amendments, waivers, modifications or cancellations or any of the other provisions of this Declaration shall require the express written consent of both Public Parties. As more particularly set forth in Section **12.02**, no third party may object to such modification, cancellation, waiver or amendment. No modification, amendment, waiver or cancellation of this Declaration shall be implied in the event of a modification, amendment or change to the GPP. Approval of an amendment to the GPP by ESDC shall be coordinated with changes in this Declaration.

Section 6.04 Approval of Minor Amendments by the City. Notwithstanding the provisions of Sections **6.02** and **6.03** hereof, any change to this Declaration that requires the consent of the City as the Applicable Public Party, which the chair of the NYCPC deems a minor amendment of this Declaration, may be approved in writing on behalf of and for the City by that chair. No approval on behalf of the City under this Section **6.04** shall constitute ESDC's approval of such amendment to the extent that ESDC's consent is required as an Applicable Public Party, nor shall such amendment constitute a change to the GPP or the LADA.

Section 6.05 Waivers or Amendments. Any modification or amendment to this Declaration, consented to in writing in advance by the Applicable Public Party and recorded in the Register's Office, shall be effective against any Mortgagee or Party-In-Interest. No oral waivers, modifications or amendments shall be permitted with respect to this Declaration.

Section 6.06 No Other Approvals. Except as specifically provided in Sections **6.02**, **6.03** or **6.04** hereof, and as otherwise provided by applicable law, no other approval or consent shall be required to any amendment to this Declaration from any public body, private person or legal entity of any kind, including, without limitation, any other present Party-in-Interest or future Party-in-Interest who is not a successor of Declarant.

Section 6.07 Execution and Recordation. Any modification, amendment or cancellation of this Declaration shall be executed and recorded in the same manner as this Declaration and shall require the prior written approval of the Applicable Public Party.

ARTICLE VII
DEFAULTS & REMEDIES

Section 7.01 Right to Enforce this Declaration.

(a) *City Enforcement.* The Obligations of Declarant under Section **2.03**, Section **2.07(b)**, Section **2.10(t)**, Article **III**, Article **IV** and Article **VIII** (as to indemnification of the City) shall be enforceable solely by the City, as the Applicable Party with respect thereto, except that Obligations under Section **3.01(d)** and Section **3.02(c)**, **(f)** and **(h)** may be enforced by the City and/or ESDC.

(b) *ESDC Enforcement.* The Obligations of Declarant under Section **2.01**, **2.07(a)** (as it relates to Section **2.10**, other than Section **2.10(t)**), Section **2.10** (other than Section **2.10(t)** and subject to Section **7.06(a)**), Article **V**, Article **VIII** (as to indemnification of the ESDC) and Section **14.07** shall be enforceable solely by ESDC, as the Applicable Party with respect thereto.

(c) *Public Parties.* All Obligations of Declarant not expressly set forth in Sections **7.01(a)** and **(b)** above may be enforced by one or both of the Public Parties.

(d) *Declarant's Consent to Enforcement by Public Parties.* Declarant: (i) consents to enforcement by the Public Parties or by either of them of the terms of this Declaration and Declarant's Obligations hereunder except as set forth in Section **7.01(a)** and **(b)** hereof; and (ii) agrees that the Public Parties shall each have standing to enforce this Declaration (subject only to the provisions of Section **7.01(a)** and **(b)** hereof); and waives any objection to such enforcement by the Public Party or Public Parties based on lack of standing or otherwise to the fullest extent permitted by law. No person or entity other than the Public Parties shall have the right to enforce or be deemed to be a third party beneficiary of this Declaration.

Section 7.01A Declarant's Notice of Breach. If Declarant becomes aware of any Obligation which it is unable to perform, it shall so notify the Applicable Public Party, but its failure to do so shall in no event constitute a Default.

Section 7.02 Default Notices. Subject to the rights of the Public Parties under Section **7.04**, the Applicable Public Party (a) may give Declarant (and, if applicable, any Recognized Mortgagee of the Parcel, Development Site or Open Space with respect to which such notice is being given and/or Successor Interest of which the Applicable Public Party has been notified in writing) written notice (each, a "Default Notice") of Declarant's breach or alleged breach of an Obligation, which notice shall include appropriate detail and supporting documentation describing such breach or alleged breach and shall be effective upon receipt thereof by Declarant (and any such Recognized Mortgagee and/or Successor Interest, if applicable) and (b) after the expiration of the applicable cure period, the Applicable Public Party may give a Final Default Notice to Declarant (and, if applicable, such Recognized Mortgagee and/or Successor Interest). No Default shall exist under this Declaration with respect to any breach or alleged breach unless and until a Default Notice shall have been received by Declarant pursuant to Section **9.01(c)** (but

nothing contained in this sentence shall be deemed to modify the provisions of Section **9.01(e)**). Declarant (and any applicable Recognized Mortgagee and/or Successor Interest) shall have the right to contest any Default or alleged Default set forth in a Default Notice, and any alleged non-cure of any Default or alleged Default set forth in a Final Default Notice, in either event by notice to the Applicable Public Party given within 30 days of receipt of such Default Notice or Final Default Notice, which notice shall include appropriate detail and supporting documentation. If as a result of such contest it is determined or agreed that Declarant was not in Default of its Obligation, then no remedy (including, without limitation, specific performance or liquidated damages, if provided for in this Declaration as a remedy in the event of such Default) shall be available.

Section 7.03 Cure Periods.

(a) *Monetary Defaults*. In the event that Declarant fails to pay any Charges or fails to make payment under Section **3.02(a)(i)**, Section **3.02(b)**, Section **3.06** (last sentence only), Section **5.02**, Section **5.05(b)(iii)**, Section **5.07(c)(xxi)**, Section **5.07(c)(xxii)**, Section **5.07(c)(xxiii)**, Section **5.07(d)(i)** or Article **VIII**, regardless of whether the Declarant is required to make such payment to ESDC, the City or for the benefit of a third party (Declarant's failure to make any of the foregoing payments referred to herein as a "Monetary Default"), Declarant shall cure such failure by making the required payment within thirty (30) days after receipt by Declarant of a Default Notice, which time to cure may not be extended for Uncontrollable Circumstances.

(b) *Non-Monetary Defaults*. Upon receipt by Declarant of a Default Notice with respect to Declarant's Default other than a Monetary Default, Declarant shall promptly initiate and diligently pursue any steps required to cure such breach within the following cure period, as applicable:

(i) Sixty (60) days after receipt by Declarant of a Default Notice for breach of Obligations under Section **2.02(e)**.

(ii) *Milestone Obligations:*

(A) One hundred eighty (180) days after receipt by Declarant of a Default Notice for breach of Declarant's Obligations set forth in Section **2.10(a)** through and including Section **2.10(j)**, Section **2.10(l)**, Section **2.10(m)**, Section **2.10(t)**, Section **2.10(x)** through and including Section **2.10(z)** and Section **2.10(bb)**, provided that the foregoing cure period may be extended only upon prior written request of Declarant and with the written approval of ESDC upon ESDC's finding that Declarant has commenced and is diligently pursuing a cure of such breach, and that the cure cannot reasonably be effected within the given cure period. With respect to a Default Notice for breach of the Obligations set forth in Section **2.10(t)**, the foregoing written approval and finding shall be required from the City, not ESDC;

(B) Two years after receipt by Declarant of a Default Notice for breach of Declarant's Obligations set forth in Section **2.10(o)**, Section **2.10(p)** and **2.10(q)**, Section **2.10(s)**, Section **2.10(u)** through and including Section **2.10(w)**, provided that such cure period may be extended only upon prior written request of Declarant and with the written approval of ESDC upon ESDC's finding that Declarant has commenced and is diligently pursuing a cure of such breach, and that the cure cannot reasonably be effected within the given cure period; and

(C) Sixty (60) days after receipt by Declarant of a Default Notice for breach of Declarant's Obligations set forth in Sections **2.10(k)**, **2.10(n)**, **2.10(r)** and **2.10(aa)**, provided that such cure period may be extended only upon prior written request of Declarant and with the written approval of ESDC upon ESDC's finding that Declarant has commenced and is diligently pursuing a cure of such breach, and that the cure cannot reasonably be effected within the given cure period.

(iii) *Certain PCRE Public Health and Safety Obligations*: In the event of a Default under Sections **3.01(a)**, **(c)**, **(e)**, **(f)**, **g(i)** or **g(ii)**, which by its nature may result in an adverse effect upon public health and safety, the City's Default Notice shall specify the nature of the Default and prescribe the time by which Declarant must cure the breach. The City may extend such time to cure upon Declarant's demonstrating that (a) Declarant has commenced curing said Default and is diligently pursuing said cure, and (b) the potential of the Default to result in adverse effects upon public health and safety can be avoided during an extended cure period through implementation of specific means and methods, provided that upon demonstrating the availability of such means and methods to the satisfaction of the City, Declarant shall promptly and diligently implement the same. Nothing herein shall require the City to prescribe a cure period in the event that the City determines that immediate cessation of the activities which give rise to a Default is necessary, in which case the City shall, in lieu of prescribing a cure period, issue a Stop Work Order requiring Declarant to immediately cease such activities upon receipt thereof. The City shall withdraw such Stop Work Order and substitute therefor a cure period upon Declarant's demonstrating to the satisfaction of the City that (i) the potential of the Default to result in adverse effects upon public health and safety can be avoided during a cure period through implementation of specific means and methods; (ii) such means and methods are available and capable of being implemented on an immediate or expedited basis; and (iii) Declarant has taken all necessary preliminary steps towards immediate or expedited implementation.

(iv) *Historic Preservation Obligations.* In the event of a Default under Section **2.02(i)** (as to the second sentence only) **3.01(d)**, **3.02(c)**, **3.02(f)** (as to the last sentence only) or **3.02(h)** which the City or ESDC reasonably in good faith determines to have the potential to result in irreparable damage to historic sites or artifacts, the Default Notice shall specify the nature of the breach and prescribe the time by which Declarant must cure the breach. The City or ESDC may extend such time to cure upon Declarant's

demonstrating that (a) Declarant has commenced curing said Default and is diligently pursuing said cure and (b) the potential of the Default to result in irreparable damage to historic sites or artifacts can be avoided during an extended cure period through completion of specific means and methods, provided that upon demonstrating the availability of such means and methods to the satisfaction of the City or ESDC, Declarant shall promptly and diligently implement the same.

(v) *GPP Obligations*: Sixty (60) days after receipt by Declarant of a Default Notice for Declarant's breach of the following Obligations under Article **V**, provided, however, that if Declarant is incapable of curing within said sixty (60) days and Declarant has promptly commenced and is diligently pursuing a cure of the Default within such sixty (60) days, Declarant shall complete the cure:

(A) in no more than one hundred eighty (180) days for Obligations (other than Monetary Defaults) in Section **5.07** (except for those Section **5.07** Obligations set forth in (B) below); and

(B) in no more than one (1) year for Obligations in Section **5.07(c)(viii)** and **(xiv)**.

(vi) *Public Access to Open Space*. Within twenty four (24) hours after receipt by Declarant of a Default Notice (which for purposes of this Section **7.03(b)(vi)** shall be deemed to be a Final Default Notice) with respect to the failure by Declarant to provide public access of an ongoing nature to Open Space as required by this Declaration.

(vii) *Residual Cure Period*. One hundred twenty (120) days after receipt by Declarant of a Default Notice for the breach of any other Obligation contained in this Declaration not otherwise specified in this Section **7.03**.

Section 7.04 Emergency Actions. The Public Parties shall have the right at any time, whether or not a Default Notice has been issued or a cure period has expired, in their sole discretion, whether acting jointly or severally, to seek injunctive or other equitable relief or to take emergency action to prevent or otherwise address a threat to public health or safety, or an imminent threat to historic resources or artifacts. Nothing in this Declaration shall preclude the Public Parties from exercising such right, including in cases where no Default Notice has been issued or where a cure period has not expired.

Section 7.05 Remedies Available Upon Declarant's Receipt of Default Notice. After receipt by Declarant of a Default Notice and before the expiration of the applicable cure period set forth in Section **7.03** hereof, the Applicable Public Parties shall have the following rights and remedies:

(a) *Remedies for Monetary Defaults*. During any continuance of a Monetary Default set forth in Section **7.03(a)**: (i) all activities of ESDC under the LADA shall be suspended; and (ii) the running of any time limit governing the performance of any action by the Public Parties pursuant to this Declaration shall be suspended, and any provision of this Declaration providing for a review or determination of or a decision by a Public Party may be suspended by the Applicable Public Party, at its option. Declarant's Obligations hereunder shall not be reduced,

limited or stayed in any way by such suspension. If the Default is fully cured by Declarant, then the activities of the Public Parties under this Declaration shall be reinstated on a prospective basis. No Default or Monetary Default shall be deemed to have occurred where Declarant has demonstrated it is able to tender timely payment but the Applicable Public Party has not instructed Declarant where to make such payment, no legal entity has been created to receive such payment, or multiple parties claim to be entitled to receive such payment.

(b) *Remedies for Non-Monetary Defaults.* During the continuance of a non-monetary Default, other than under Section **2.07** or **2.10,** for so long as Declarant, in the reasonable good faith determination of the Applicable Public Party, makes reasonable good faith efforts to cure such Default: (i) all activities of ESDC under the LADA; and (ii) the running of any time limit governing the performance of any action by the Public Parties pursuant to this Declaration shall remain in force. If Declarant ceases such reasonable good faith efforts to cure such Default, the Obligations of the Public Parties shall be suspended, and any provision of this Declaration providing for a review or determination of or a decision by a Public Party may be suspended by the Applicable Public Party, at its option, until the earlier of such time as the Default is fully cured or Declarant resumes such reasonable good faith efforts to cure, at which time the time period for the Public Parties to act under this Declaration shall be reinstated on a prospective basis. Declarant's Obligations hereunder shall not be reduced, limited or stayed in any way by such suspension.

(c) Intentionally Omitted.

(d) *Defaults under Section 2.07 or 2.10.* Notwithstanding anything to the contrary contained in this Declaration, the Public Parties shall have no remedy for a Default under Section **2.07** or **2.10** until the expiration of the applicable cure period and receipt by Declarant of a Final Default Notice, at which time the sole and exclusive remedies of the Public Parties arising from such Default shall be ESDC's remedies under Section **7.06(a)**, provided, however, that in the event of a Default by Declarant under Section **2.07** or **2.10** with respect to any Stage 1 New Building or Development Sites 1, 2, 3, 4, 6, 6b or 7, the below grade portion thereof (including the Below Grade Facility located underneath such Development Site, if applicable), or the Open Space located adjacent thereto, the obligations of ESDC to acquire or convey to Declarant any Stage 2 Condemnation Parcels may, at the election of ESDC, be suspended until such Default is cured.

Section 7.06 Remedies Available Upon Declarant's Receipt of a Final Default Notice. After expiration of the applicable cure period in Section **7.03** and receipt by Declarant of a Final Default Notice, the Applicable Public Parties shall have the following additional, alternative or exclusive (as applicable) rights and remedies, which may be cumulative and in addition to the remedies set forth in Sections **7.04** and **7.05**:

(a) ESDC's Exclusive Remedies Regarding Defaults under Section 2.07 and 2.10:

(i) Until a Default under Section **2.07** or **2.10** is cured, ESDC shall have no obligation under the LADA to acquire or convey to Declarant any Parcels, except that ESDC shall, subject to applicable law and in a manner consistent with the GPP, have a

continuing obligation to acquire and convey to Declarant Possession of the Initial Stage 1 Condemnation Parcels.

(ii) If Declarant fails to meet an Obligation under Sections **2.10(h)**, **(i)**, **(j)**, **(m)**, **(o)**, **(p)**, **(q)**, **(s)**, **(u)** or **(w)** hereof, the sole remedy shall be as set forth in Sections **2.10(k)**, **(n)** or **(r)** hereof, as applicable. Nothing contained herein shall affect Declarant's obligations to consult with ESDC as set forth in Section **2.01(aa)** hereof.

(iii) (A) If Declarant fails to meet any Obligation set forth in Section **2.07** or **2.10** hereof (other than those enumerated in Section **7.06(a)(ii)** hereof), the sole remedies of the Applicable Public Party (other than as set forth in Section **7.06(a)(i)**) shall be: (1) as to a failure under Section **2.07(b)**, to seek enforcement of such Obligation through a judicial proceeding for specific performance; (2) as to a failure to meet any Obligations under Sections **2.10(b)**, **2.10(d)**, **2.10(e)**, **2.10(g)**, **2.10(aa)**, and **2.10(bb)**, to seek enforcement of such Obligations through a judicial proceeding for specific performance; (3) as to a failure to meet any Obligations under Sections **2.10(k)**, **2.10(n)**, and **2.10(r)** to create and maintain temporary publicly accessible open space, to seek enforcement of such Obligations through a judicial proceeding for specific performance, or, at the election of ESDC, to perform the remedy as set forth in Section **7.06(a) (iv)**; (4) as to a failure to meet the specific Obligations under Section **2.10(z)** to (i) perform abatement and demolition of existing buildings, once commenced, with Due Diligence until completion of the same, or (ii) proceed with the construction of the Slurry Wall surrounding Development Sites 2 and 3 with Due Diligence until completion of the same (but not a failure to meet any other Obligations under Section **2.10(z)**), to seek enforcement of such Obligations through a judicial proceeding for specific performance, or, at the election of ESDC (if the provisions of Section **7.06(a)(v)** apply to such failure), to perform the remedy as set forth in Section **7.06(a)(v)**; (5) as to a failure to meet the Obligation under Section **2.10(f)**, to require Declarant to consult with ESDC regarding such Default as it relates to a specific Condemnation Parcel; and (6) as to Declarant's Obligations under Sections **2.07(b)**, **2.10(d)**, **(e)**, **(g)**, **(k)**, **(n)**, **(r)**, **(z)**, **(aa)** or **(bb)**, liquidated damages as follows:

Section	**Liquidated Damages**
Section **2.07(b)**	$2,000,000.00 per annum, prorated on a per diem basis for the period for which such liquidated damages are payable, as set forth in Section **7.06(a)(iii)(B)** hereof.
Sections **2.10(d)**, **(e)** and **(g)**	$2,000,000.00 per annum, prorated on a per diem basis for

	the period for which such liquidated damages are payable, as set forth in Section **7.06(a)(iii)(B)** hereof.
Sections 2.10(k), (n) & (r)	$365,000.00 per annum, prorated on a per diem basis for the period for which such liquidated damages are payable, as set forth in Section **7.06(a)(iii)(B)** hereof.
Section **2.10 (z)**	$2,000,000.00 per annum, (provided that if the failure to use Due Diligence relates to demolition, excavation or construction in Tax Block 1999 or Development Site 15, such amount shall be Adjusted for Inflation from the Initial Delivery Date) prorated on a per diem basis for the period for which such liquidated damages are payable, as set forth in Section **7.06(a)(iii)(B)** hereof.
Section **2.10(aa)** and **(bb)**	$2,000,000.00 per annum, (provided that if the implementation of Section **2.10(aa)** results from a failure to meet a Milestone Date relating to demolition, excavation or construction in Tax Block 1999 or Development Site 15, such amount shall be Adjusted for Inflation from the Initial Delivery Date) prorated on a per

	diem basis for the period for which such liquidated damages are payable, as set forth in Section **7.06(a)(iii)(B)** hereof.

(B) Liquidated damages set forth in Section **7.06(a)(iii)(A)(6)** hereof shall be assessed separately for each specific Default therein specified. In each instance such liquidated damages shall begin to accrue on the date on which Declarant receives the applicable Final Default Notice and shall cease to accrue on the earliest to occur of: (1) the date on which the Default has been cured or that the conditions causing the Default no longer exist; (2) in the case of a Default under Section **2.10(k)**, **(n)** or **(r)**, whether such Default is cured by Declarant, or by ESDC pursuant to Section **7.06(a)(iv)** hereof, the date on which temporary publicly accessible open space has been opened to the public, pursuant to Section **2.10(k)**, **(n)** or **(r)**; (3) with respect to a New Building for which construction has commenced but has not been completed with Due Diligence (as required under Section **2.10(z)**) the date on which temporary publicly accessible open space has been opened to the public or the first floor of such New Building has been repurposed by Declarant for active use, in either case pursuant to Section **2.10(r)**; (4) the date on which Declarant meets with ESDC (or such earlier date that Declarant notifies ESDC in writing that Declarant is prepared to meet with ESDC on a prompt date certain specified by Declarant) pursuant to Section **2.10(aa)** hereof; or (5) the fourth (4th) anniversary of the date on which the applicable Final Default Notice is received by Declarant. Declarant's payment of liquidated damages for a Default shall be suspended during the time Declarant contests in good faith such Default in accordance with Section **7.02**, during which time Declarant shall continue to pay liquidated damages for all other Defaults for which liquidated damages are due and which are not being contested. When a contested Default is resolved or adjudicated in favor of ESDC, Declarant shall pay liquidated damages (if and to the extent payable as a result of such resolution or adjudication) accrued from the date of the corresponding Final Default Notice to the applicable date, as specified in this Section **7.06(a)(iii)(B)**, with accrued interest at the rate set forth in Section **7.06(f)**.

(C) For the liquidated damages set forth in Section **7.06(a)(iii)(A)(6)**, Declarant acknowledges and agrees that: (1) the damages to the public from the failure of Declarant to timely comply with the Obligations for which liquidated damages may be assessed hereunder cannot be quantified with certainty; (2) the liquidated damages sums set forth herein are reasonable estimates of the damages to be incurred by the public from the delay in performance; and (3) payment for the liquidated damages set forth in Section **7.06(a)(iii)(A)(6)** may, in ESDC's sole discretion, be made by draws on the Imprest Account established under the LADA or, if funds in the Imprest Account are inadequate, as otherwise provided under the LADA. No Person other than ESDC shall have the right to enforce this remedy.

(iv) (A) In the event that Declarant is in Default of its Obligation under Sections **2.10(k), (n)** or **(r)** to create temporary publicly accessible open space on a portion of a Development Site or Open Space, which Default is not cured within the applicable notice and cure period, ESDC, after issuing a Final Default Notice, and subject to Declarant's right to contest a Default or alleged Default, may enter onto the relevant Parcel for the purpose of performing such Obligation.

(B) . Upon the opening of any such temporary publicly accessible open space to the public, Declarant shall assume full responsibility for the maintenance and repair of the same.

(C) For the purpose of ESDC carrying out its self-help rights under Section **7.06(a)(iv)(A)**, Declarant hereby grants a temporary, non-exclusive easement to ESDC and its employees, contractors, subcontractors and agents to enter upon the applicable Parcel or portion thereof (and other portions of the Project Site, to the extent necessary) to perform the applicable work. Such easement(s) shall become effective upon the receipt by Declarant (and by a Recognized Mortgagee and/or Successor Interest, if applicable) of the applicable Final Default Notice referred to in Section **7.06(a)(iv)(A)**, and shall terminate upon the opening to the public of such temporary publicly accessible open space, as applicable. To the extent practical, such access to any Parcel shall only be from the adjacent streets, and not through any other portion of the Project Site. ESDC shall advise Declarant in advance of the date that it shall access the applicable portion of the Project Site for the purposes set forth in this Section **7.06(a)(iv)**. ESDC shall use reasonable efforts to minimize disruption of or interference with Declarant's construction activities in the Project Site and use and operation of the New Buildings and Open Space, and ESDC shall be responsible for any death, bodily injury or physical damage to any Persons or to the Project Site or the New Buildings or Open Space caused by it or its employees, contractors, subcontractors or agents.

(D) Prior to gaining access to any Parcel or performing any work thereon, ESDC shall (1) cause its contractors and subcontractors to provide insurance coverage (including commercial general liability, commercial automobile liability, pollution liability, and workers' compensation and employer's liability) with such limits and other conditions as ESDC requires in accordance with its standard practice, and (2) provide Declarant with a certificate or certificates of such insurance naming (except as to workers' compensation, employers' liability and pollution liability insurance) Declarant and any applicable Recognized Mortgagee and/or Successor Interest, and their respective trustees, directors, officers, agents and employees as additional insureds.

(E) ESDC shall submit to Declarant copies of paid invoices or other supporting documentation evidencing payment for any work paid by draws on the Imprest Account established under the LADA or as otherwise paid under the LADA. Upon opening to the public of such temporary publicly accessible open space, ESDC shall assign all contractors' and subcontractors' warranties to Declarant, and ESDC shall cause any mechanic's liens filed in connection with such work to be discharged.

(v) (A) In the event that Declarant is in Default of its Obligation under

Section **2.10(z)** to proceed with Due Diligence until completion of the below grade portion of a Development Site once excavation thereof has commenced, which Default is not cured within the applicable notice and cure period by Declarant's either (1) recommencing the completion of the below grade portion of the Development Site with Due Diligence, or (2) filling in the excavated portion of the Development Site with soil to grade, and creating temporary publicly accessible open space on the filled in Development Site, which shall include grass, plantings, and appropriate seating (subject to Declarant's right to permanently end such access pursuant to the provisions of **Section 2.10(y)**), then ESDC, after issuing a Final Default Notice, and subject to Declarant's right to contest a Default or alleged Default, may enter onto the relevant Parcel(s) to undertake the work described in clause (2) of this Section **7.06(a)(v)(A)**; and seek specific performance to compel Declarant (and a Successor Interest, if any, with respect to any Parcel(s) owned or leased by such Successor Interest, it being understood that Declarant shall not be in Default if a Successor Interest fails to so consult) to consult with ESDC regarding the Development Site at issue. Any modification to the GPP resulting from such consultation shall be subject to Section **6.02** hereof. The provisions of this Section **7.06(a)(v)** shall not apply to a Default under any other Obligations under Section **2.10(z)**.

(B) Upon the opening of any such temporary publicly accessible open space to the public, Declarant shall assume full responsibility for the maintenance and repair of the same.

(C) For the purpose of ESDC carrying out its self-help rights under Section **7.06(a)(v)(A)**, Declarant hereby grants a temporary, non-exclusive easement to ESDC and its employees, contractors, subcontractors and agents to enter upon the applicable Parcel or portion thereof (and other portions of the Project Site, to the extent necessary) to perform the applicable work. Such easement(s) shall become effective upon the receipt by Declarant (and by a Recognized Mortgagee and/or Successor Interest, if applicable) of the applicable Final Default Notice referred to in Section **7.06(a)(v)(A)**, and shall terminate upon the opening to the public of such temporary publicly accessible open space, as applicable. To the extent practical, such access to any Parcel shall only be from the adjacent streets, and not through any other portion of the Project Site. ESDC shall advise Declarant in advance of the date that it shall access the applicable portion of the Project Site for the purposes set forth in this Section **7.06(a)(v)**. ESDC shall use reasonable efforts to minimize disruption of or interference with Declarant's construction activities in the Project Site and use and operation of the New Buildings and Open Space, and ESDC shall be responsible for any death, bodily injury or physical damage to any Persons or to the Project Site or the New Buildings or Open Space caused by it or its employees, contractors, subcontractors or agents.

(D) Prior to gaining access to any Parcel or performing any work thereon, ESDC shall (1) cause its contractors and subcontractors to provide insurance coverage (including commercial general liability, commercial automobile liability, pollution liability, and workers' compensation and employer's liability) with such limits and other conditions as ESDC requires in accordance with its standard practice, and (2) provide Declarant with a certificate or certificates of such insurance naming (except as to workers' compensation, employers' liability and pollution liability insurance) Declarant

and any applicable Recognized Mortgagee and/or Successor Interest, and their respective trustees, directors, officers, agents and employees as additional insureds.

(E) ESDC shall submit to Declarant copies of paid invoices or other supporting documentation evidencing payment for any work paid by draws on the Imprest Account established under the LADA or as otherwise paid under the LADA. Upon opening to the public of such temporary publicly accessible open space, ESDC shall assign all contractors' and subcontractors' warranties to Declarant, and ESDC shall cause any mechanic's liens filed in connection with such work to be discharged.

(vi) Except as specifically set forth in Sections **7.06(a)(iii)(A)(6)**, **7.06(a)(iv)(E)**, **7.06(a)(v)(E)** and **7.06(b)(vi)**, Declarant shall have no liability for monetary damages for its failure to meet any obligation set forth in Sections **2.07** and **2.10** hereof.

(vii) No failure by Declarant to meet any obligation under Sections **2.07** or **2.10** hereof shall affect its obligations under Section **5.07** hereof.

(viii) The remedies set forth in this Section **7.06(a)** shall be the sole and exclusive remedies of the Applicable Public Parties with respect to any Default under Section **2.07** or **2.10** hereof. Nothing contained in this Section **7.06(a)** shall give the City or any other Person the right to enforce any of the provisions of Sections **2.07** and **2.10**, other than the right of the City to enforce the Obligations of Declarant under Sections **2.07(b)** and **2.10(t)**.

(ix) The provisions of this Section **7.06(a)** are not intended to be a waiver of the rights of the Public Parties under Article **VIII** hereof, nor intended to be a waiver of the obligations of Declarant under Section **2.10(aa)** hereof, nor a waiver of Declarant's (or any applicable Recognized Mortgagee's or Successor Interest's) rights under Section **7.02** to contest a Default or alleged Default.

(x) The commencement by Declarant of any work at any time prior to the applicable Milestone Dates set forth in Section **2.10** shall not constitute a Default, and there shall be no remedy on account of the earlier commencement of such work.

(b) *City's Remedies Regarding Open Space.*

(i) In the event that Declarant is in Default of (A) its Obligation to develop Open Space as required under Sections **2.10(t)** and **4.01(c)-(h)** hereof, or (B) its obligation to maintain and operate such Open Space in accordance with Section **4.02** hereof, which Default is not cured within the applicable notice and cure period, the City, after issuing a Final Default Notice, may enter onto the relevant Parcel for the purpose of performing Declarant's Obligation to Substantially Complete such Open Space or to maintain and operate such Open Space, as the case may be.

(ii) In the event that the City elects to perform Declarant's Obligation to substantially complete an Open Space pursuant Section **7.06(b)(i)(A)**, then (x) where Declarant has prior thereto prepared or caused to be prepared a final design and

construction drawings for the Open Space, the City shall Substantially Complete the Open Space in accordance with such design and drawings provided that, within ten (10) Business Days after a request made by the City, Declarant transmits all such design materials and drawings to the City, together with such releases and indemnities as the City may reasonably require to permit the use by the City of such design materials and drawings by the City, and further provided that the City is satisfied that construction in accordance with such design and drawings would be in accordance with all applicable provisions of the Zoning Resolution; or (y) where Declarant has not prior thereto prepared or caused to be prepared a final design and construction drawings for the Open Space, or does not transmit such design and drawings in accordance with Section **7.06(b)(ii)(x)**, or the City is not satisfied that construction in accordance with such design and drawings would be in accordance with all applicable provisions of the Zoning Resolution, the City may prepare or cause to be prepared design and construction drawings for the Open Space and Substantially Complete the Open Space in accordance therewith. Prior to completion of final design by the City (if clause (y) above is applicable), the City shall provide Declarant a single opportunity to comment in writing on the final design, pursuant to such schedule as the City reasonably deems appropriate. All such comments shall be considered advisory only, and the City shall have no obligation to incorporate or reflect them in the final design. The design and drawings prepared or caused to be prepared by the City shall be for an Open Space of a reasonable quality with respect to materials, design and finish, and consistent with zoning. Following substantial completion of an Open Space pursuant to this Section **7.06(b)(ii)**, Declarant shall assume full responsibility for final completion, maintenance and repair of such Open Space.

(iii) In the event the City elects to perform Declarant's Obligation to maintain or operate an Open Space pursuant to Section **7.06(b)(i)(B)**, the City shall maintain or operate the same, to the extent that Declarant is not doing so, in accordance with the minimum standards required by Section 104-433 *et seq* of the Zoning Resolution until such time as Declarant resumes such maintenance or operation.

(iv) For the purposes of the City's carrying out its right to develop, maintain and/or operate Open Space pursuant to Section **7.06(b)**, Declarant hereby grants a temporary, non-exclusive easement to the City and its employees, contractors, subcontractors and agents to enter upon the applicable Parcel or portion thereof (and other portions of the Project Site, to the extent necessary to perform such construction, maintenance or repair) to perform such construction, maintenance or repair. Such easement(s) shall become effective upon the receipt by Declarant (and by a Recognized Mortgagee and/or Successor Interest, if applicable) of the applicable Final Default Notice relating to such Open Space, and shall terminate upon Substantial Completion of the Open Space or upon completion of any repair or maintenance. To the extent practical, such access to any Parcel shall only be from the adjacent streets, and not through any other portion of the Project Site. The City shall advise Declarant in advance of the date that it shall access the applicable portion of the Project Site for the purposes set forth in this Section **7.06(b)**. The City shall use reasonable efforts to minimize disruption of or interference with Declarant's construction activities in the Project Site and use and operation of the New Buildings and other Open Space, and the City shall be responsible

for any death, bodily injury or physical damage to any Persons or to the Project Site or the New Buildings or other Open Space caused by it or its employees, contractors, subcontractors and agents.

(v) Prior to gaining access to any Parcel or performing any work thereon, the City shall (1) cause its contractors and subcontractors to obtain and maintain insurance coverage, with such coverage, limits and other conditions as the City requires in accordance with its standard practice, and (2) provide Declarant with a certificate or certificates of such insurance naming (except as to workers' compensation, employers' liability and pollution liability insurance) Declarant and any applicable Recognized Mortgage and/or Successor Interest, their respective trustees, directors, officers, agents and employees as additional insureds.

(vi) Upon the City submitting paid invoices to Declarant, Declarant shall reimburse the City for all reasonable costs of the work performed by the City pursuant to this Section **7.06(b)**. Upon such reimbursement, the City shall assign all contractors' and subcontractors' warranties to Declarant, and the City shall cause any mechanic's liens filed in connection with such work to be discharged. Nothing contained in this Section **7.06(b)** shall give ESDC or any other Person the right to enforce any of the provisions of Sections **2.10(t)** and **4.01(c)-(h)** hereof.

(c) Remedies Regarding GPP Obligations.

(i) Upon receipt of a Final Default Notice for any Monetary Default under Section **5.05(b)(iii)**, ESDC may (but only following the resolution of any claim by Declarant that it was not in Default of such Obligation, and then only if and to the extent such resolution determines that Declarant was in fact in Default) draw the applicable amount from the Imprest Account established under the LADA or, if funds in the Imprest Account are inadequate, as otherwise provided under the LADA, and use the funds to pay the obligation of Declarant to the applicable third party.

(ii) Upon receipt of a Final Default Notice for any Monetary Default under Section **5.05(b)(iii)**, Section **5.07(c)(xxiii)** or Section **5.07(d)(i)**, Declarant shall pay liquidated damages as follows (in each case subject to the right of Declarant to contest the Default or alleged Default, it being understood that if as result of such contest it is determined or agreed that Declarant was not in Default of its Obligation no liquidated damages shall be payable):

(A) With respect to Section **5.05(b)(iii)**: $2,500 per month, per household, pro-rated on a per diem basis per day from the date of receipt by Declarant of the Final Default Notice until the earlier of (1) the date of payment by Declarant of such monetary Obligation, or (2) the drawing of the applicable funds from the Imprest Account pursuant to Section **7.06(c)(i)** hereof.

(B) With respect to Section **5.07(c)(xxiii)**: $500 per day from the date of receipt by Declarant of a Final Default Notice until the date of

payment of such monetary Obligation.

(C) With respect to Section **5.07(d)(i)**: $500 per day from the date of receipt by Declarant of a Final Default Notice until the date of payment of such monetary Obligation.

(iii) For the liquidated damages set forth in Section **7.06(c)(ii)**, Declarant acknowledges and agrees that: (A) the damages to the public from the failure of Declarant to timely comply with the Obligations for which liquidated damages may be assessed hereunder cannot be quantified with certainty; (B) the liquidated damages sums set forth herein are reasonable estimates of the damages to be incurred by the public from the delay in performance; (C) the payment of any liquidated damages shall in no way diminish the amount payable for the Obligation that is the subject of the Default or any accrued interest due pursuant to Section **7.06(f)** below; and (D) payment may, in ESDC's sole discretion, be made by draws on the Imprest Account established under the LADA or, if funds in the Imprest Account are inadequate, as otherwise provided under the LADA. No Person other than ESDC shall have the right to enforce this remedy.

(iv) Upon Declarant's receipt of a Final Default Notice for any Obligations as set forth in Section **5.07** other than a Monetary Default, the time period during which Declarant is required to provide or undertake such Obligation shall be extended by a period to be mutually agreed upon by Declarant and ESDC.

(v) Except as otherwise set forth in this Section **7.06(c)**, upon receipt of a Final Default Notice for any Default under Article V of this Declaration, the remedies of ESDC (as the applicable Public Party) shall be limited to those set forth in Sections **7.06(d)**, **(e)** and **(f)** hereof.

(d) *Judicial Proceedings Against Declarant*:

(i) Except for Defaults under Sections **2.07** and **2.10**, which are covered by Section **7.06(a)** hereof (but subject to the rights of the City under Section **7.03(b)(vi)** hereof), following a Final Notice of Default the Applicable Public Party shall have the right to bring appropriate judicial proceedings, either at law or in equity, to require Declarant and any of its successors and assigns to perform the Obligations described in such Notice and/or to recover damages, even if the damages are payable for the benefit of a third party (e.g. the Affordable Housing Fund), provided, however, that a Recognized Mortgagee or Successor Interest shall not be required to perform any of the Personal Obligations of the Declarant. Any recovery by the Applicable Public Parties shall be paid over to any applicable third party, and the Applicable Public Parties shall not be entitled to recover hereunder to the extent of any recovery by or payment to any such third party, it being understood that there will be no duplication of payments.

(ii) Declarant acknowledges and agrees that the breach of a non-monetary Obligation hereunder shall be presumed to cause irreparable harm to the Public Parties and to the Project; and that the Public Parties, shall be presumptively entitled to

injunctive relief, including the remedy of specific performance, against Declarant after a Final Default Notice with respect to such Obligation.

(iii) Nothing contained in this Section Article **VII** shall be deemed to create a right or benefit by or in any third party to enforce the terms of this Declaration, it being expressly understood that the Obligations contained in this Declaration may only be enforced by the Applicable Public Parties.

(e) *Reimbursement of the Public Parties.* Declarant shall, upon demand, promptly reimburse the Public Parties, whether they act jointly or severally, for (i) any and all reasonable out-of-pocket costs and expenses they incur as a result of a Default hereunder and the enforcement of their rights and remedies under this Declaration as available at law or in equity in respect of such Default, including, without limitation, reasonable attorneys' fees, costs and expenses provided the Public Party has brought the enforcement action or proceeding reasonably in good faith and free of intentional wrongdoing, and (ii) any advances, together with interest thereon, reasonably made or incurred by the Public Parties in order to enforce, correct or attempt to correct such Default in accordance with the remedies provided in this Article **VII**. Consistent with the foregoing, Declarant shall not be required to reimburse the Public Parties for any amounts incurred in connection with a Default under Section **2.07** and **2.10** other than costs incurred from the Public Parties' exercise of the exclusive remedy set forth in Section **7.06(a)** and the reasonable good faith enforcement of such remedy. Nothing herein set forth shall restrict the Public Parties' rights set forth in Article **VIII**.

(f) *Accrual of Interest.* If the Default consists of failure to make a timely payment, then, except for any such failure for which an interest rate is otherwise expressly provided for in this Declaration, Declarant shall pay, upon demand, interest upon the late payment (in addition to any liquidated damages or other amounts payable to the Applicable Public Parties to cure a Default), at a rate per annum equal to two percent (2%) above the so-called prime interest rate announced by Citibank N.A. from time to time, but not less than two percent, from the date such payment is first due through the end of the period of the continuance of a Default hereunder with respect to such payment, such interest to be used for the purpose for which the original payment was intended.

Section 7.07 Recognized Mortgagee's Right to Cure; Permitted Transfers

(a) The Applicable Public Party shall give to the then Recognized Mortgagee(s), a copy of each Default Notice and Final Default Notice. Any such Notice given to a Recognized Mortgagee shall be effective as to such Recognized Mortgagee when the Notice is received by the Recognized Mortgagee. Any such Notice given to Declarant shall be effective as to Declarant even if not given to a Recognized Mortgagee.

(b) If the Applicable Public Party shall give such Notice to the Recognized Mortgagee, such Recognized Mortgagee shall thereupon have the right, but not the obligation, to cure such Default or to cause such Default to be cured for a period of thirty (30) days more than is given Declarant hereunder to cure such Default or to cause such Default to be cured (as such period may be extended for the Recognized Mortgagee as expressly provided below), provided that such cure period shall in no event commence to run, as to a Recognized Mortgagee, until

such Recognized Mortgagee shall have received the Default Notice. The Applicable Public Party will accept cure by such Recognized Mortgagee with the same force and effect as though performed by Declarant. No Default by Declarant shall be deemed to exist as long as such Recognized Mortgagee shall, reasonably in good faith, have notified the Public Parties promptly of its intention to cure, have commenced promptly to cure the claimed Default, and proceeded reasonably in good faith to cure with due diligence and continuity, subject to subsection **(c)** below.

(c) The time in which such Recognized Mortgagee may cure any Default which reasonably requires that such Recognized Mortgagee be in possession of the applicable Development Site shall be deemed extended to include the period of time required by such Recognized Mortgagee to obtain such possession with due diligence and continuity; provided, however, that during such period all of the other Obligations with respect to the Development Site to the extent they are susceptible of being performed by such Recognized Mortgagee are being performed; it being agreed, however that (A) such Recognized Mortgagee shall have the right to abandon such cure at any time after fifteen (15) days prior notice to the Public Parties, and (B) notwithstanding anything to the contrary contained in this Declaration, at any time when such Recognized Mortgagee has been exercising its cure rights as permitted hereunder for a period of thirty (30) days or more after the expiration of any right of Declarant to cure hereunder, the Applicable Public Party may, by notice to such Recognized Mortgagee, require such Recognized Mortgagee to elect within fifteen (15) day after receipt of such notice, by notice to the Public Parties, to either: (a) abandon such attempt to cure, or (b) agree in writing that such Recognized Mortgagee (x) subject to extension as set forth in this paragraph, shall within the cure period, as set forth in this paragraph, cure the particular Default as to which such cure right arose, and (y) waives any right to abandon such cure. No election made by a Recognized Mortgagee pursuant to the preceding sentence shall be deemed an assumption of this Declaration in whole or part nor to impose any personal liability on the Recognized Mortgagee, provided that if and for so long as a Recognized Mortgagee becomes a mortgagee-in-possession of a Development Site it shall be obligated to observe and perform the Obligations of this Declaration that run with the land (as set forth in Section **14.05** hereof) as they pertain to such Development Site. Nothing in the immediately preceding sentence however shall create any duty upon the Recognized Mortgagee to perform any Personal Obligation of Declarant. If a Recognized Mortgagee fails to make such election when and as permitted or required by this Section, then the Recognized Mortgagee shall be deemed to have abandoned and forever waived such right to cure.

(d) If a Recognized Mortgagee elects or has undertaken to cure the particular Default as to which such cure right arose and fails to do so within the cure period provided for in this Declaration (as expressly extended by the terms of this Section), then, the Applicable Public Party (or Public Parties, as the case may be) shall be thereafter entitled to exercise all rights and remedies for such Default provided for in this Declaration without any additional cure rights or remedies by such Recognized Mortgagee. In such event, any rights or remedies the Recognized Mortgagee may have arising or with respect to the Development Site upon which the Recognized Mortgagee shall have a lien or mortgage shall thereupon become wholly subject and subordinate to the rights and remedies of the Public Parties under this Declaration.

(e) A Mortgagee that is not a Recognized Mortgagee shall have no rights hereunder. The Public Parties shall have no duties to any Mortgagee other than a Recognized Mortgagee.

(f) Any purchaser of a Mortgagee's interest at a foreclosure sale or a subsequent purchaser from a Mortgagee following a Mortgagee taking title through foreclosure or through a deed in lieu of foreclosure must be a Permitted Transferee. The provisions of this Section **7.07(f)** shall not apply to any foreclosure sale or subsequent purchase following the substantial completion of the New Building on the applicable Development Site covered by such Mortgage or Substantial Completion of Open Space covered by such Mortgage.

(g) Any conveyance of a fee interest or ground lease must be to a Permitted Transferee which (i) is a not-for-profit organization that is an academic or research affiliate of Declarant, or (ii) will develop or use the conveyed or ground leased interest for the benefit of Declarant, or (iii) is Con Edison, in connection with the relocation of its existing cooling station from the Con Ed Site. The provisions of this Section **7.07(g)** shall not apply to the conveyance or ground lease of any Development Site following the substantial completion of a New Building thereon, or to the conveyance or ground lease of any Open Space following the Substantial Completion thereof.

(h) If more than one Recognized Mortgagee has exercised any of the rights afforded by this Section **7.07**, then, unless otherwise provided in the Recognized Mortgage most senior in lien (or otherwise acknowledged in writing by the holder thereof) or consented to by the holder thereof, only the Recognized Mortgagee, to the exclusion of all other Recognized Mortgagees, whose Recognized Mortgage is most senior in lien shall be recognized by the Applicable Public Party as having exercised such right, for so long as such Recognized Mortgagee shall be exercising its rights under this Declaration with respect thereto, with reasonable diligence, and thereafter, successively, the Recognized Mortgagees whose Recognized Mortgages are next most senior in lien shall be recognized by the Applicable Public Party, in order of seniority, unless any such Recognized Mortgage has designated, in writing, a Recognized Mortgagee whose Recognized Mortgage is junior in lien to exercise such right. If the parties shall not agree on which Recognized Mortgagee is prior in lien, such dispute shall be determined by a then current certificate of title obtained by Declarant or the Applicable Public Party, at Declarant's sole expense, issued by a title insurance company licensed to do business in the State of New York and selected by the Applicable Public Party, and such determination shall bind the parties.

Section 7.08 Right of Entry. In addition to any other rights or remedies permitted by law, the Public Parties (and their respective designee(s)) shall each have the right (but not the duty) to enter upon the Subject Properties, or any part thereof, at any time, to the extent required and for the sole purpose of ascertaining whether Declarant is observing and performing its Obligations, all without hindrance or molestation from Declarant or any person claiming by, through or under Declarant. Entry shall be exercisable (other than in the case of an emergency or where permitted by law) at reasonable times upon prior written notice to Declarant and Declarant agrees that Declarant's employees, agents or designees, are to be made available expeditiously to the Applicable Public Party for such purpose.

Section 7.09 Good Faith Efforts. Subject to the Public Parties' rights under Section **7.04**, the Declarant and the City and/or ESDC, as the case may be, shall make reasonable good

faith efforts to resolve any dispute regarding the provisions of this Declaration before resorting to litigation or arbitration.

Section 7.10 Arbitration. In the case of an alleged breach of, or other dispute regarding the provisions of this Declaration, Declarant and the Applicable Public Party may agree at their discretion that the same shall be resolved by arbitration in a manner to be agreed upon.

Section 7.11 Savings Clause. Nothing in this Declaration shall constitute a waiver of any governmental entity's right to exercise its regulatory powers.

Section 7.12 Intentionally Omitted.

Section 7.13 Waiver of Punitive Damages. The Public Parties waive any right to collect punitive damages from Declarant for any breach of this Declaration.

ARTICLE VIII
INDEMNIFICATION

Section 8.01 Declarant hereby agrees to indemnify, defend, save and hold harmless ESDC and the City, both jointly and severally, including their respective subsidiaries and affiliates, and their respective members, directors, trustees, officers, agents and employees, (collectively called, for purposes of this indemnification, the "Indemnified Parties"), to the extent lawful, from any and all liabilities, fines, penalties, claims, actions, proceedings, damages, costs and expenses, direct and indirect, including all court costs, expert fees and reasonable attorneys' fees, that any of them may suffer or incur as a result of the Project or arising or connected to (i) any action or inaction by ESDC or the City in connection with or in any way arising from or related to this Declaration, including, without limitation, any action or inaction in connection with this Declaration or the implementation of this Declaration and/or the Project, (ii) ESDC's or the City's acquisition, ownership, transfer, development, management or operation of any property (or any part thereof) located within the Project Site, or any removal of any of the tenants or occupants in the Project Site, whensoever or howsoever arising, and (iii) the failure of Declarant to comply with any Legal Requirements relating to the Project or the Project Site, provided that the Obligation of Declarant under this Article **VIII** shall not extend to liabilities, fines, penalties, claims, actions, proceedings, damages, costs and expenses to the extent they may arise from or are related to the willful, wanton, reckless or grossly negligent acts of an Indemnified Party.

Section 8.02 This indemnification is intended to protect the Indemnified Parties, to the extent lawful, from any liabilities, fines, penalties, claims, actions, proceedings, damages, costs or expenses howsoever or whensoever arising in connection with ESDC's or the City's participation, implementation or other involvement in the Project, subject to the limitations set forth in Section **8.01**, and this indemnification shall not be limited in either duration or amount. Subject to the provisions of Section **8.04**, this indemnification shall not be reduced by reason of the ESDC's or the City's breach or alleged breach of this Declaration or ESDC's breach or alleged breach of the LADA. Notwithstanding any breach or alleged breach by ESDC or the City, Declarant shall not have any claim or action against ESDC or the City for such breach and ESDC or the City shall not be liable to Declarant for such breach unless such breach is the result

of the ESDC's or the City's willful, wanton, reckless or grossly negligent acts. If the ESDC or the City shall be required to enforce this indemnification against Declarant through judicial proceedings, then, except as and to the extent the ESDC or the City (as the case may be) is found to be willful, wanton, reckless or grossly negligent, all of the ESDC's or the City's legal fees, costs, disbursements or expenses in so enforcing this indemnification, together with lawful interest thereon, shall be promptly paid by Declarant to ESDC or the City and shall be borne solely and exclusively by Declarant.

Section 8.03 Notwithstanding anything to the contrary in this Declaration, no Indemnified Party shall have recourse to the assets or property of any officer, trustee, director, employee or agent of Declarant for satisfaction of any claim under this Declaration.

Section 8.04 The indemnification Obligations of Declarant in this Article **VIII** (the "Indemnification Obligation") are subject to the following: (i) ESDC or the City, as the case may be, shall make good faith efforts to (A) notify Declarant reasonably promptly after its in-house or general counsel receives notice of any claim, action, suit or proceeding allegedly covered by the Indemnification Obligation (collectively, a "Claim") and (B) forward to Declarant any summons, complaint, or notice of any nature pertaining thereto reasonably promptly after receipt by ESDC's or the City's in-house or general counsel thereof, provided, however, that any failure to so notify Declarant or to provide copies of such documentation shall not reduce, invalidate or otherwise affect any Indemnification Obligation, except only as and to the extent that Declarant can demonstrate that it actually has been prejudiced thereby (ii) as used in this Declaration, Declarant's obligation to defend the Indemnified Parties shall mean that ESDC or the City shall direct their respective defense with counsel of their respective choosing provided that such counsel shall be reasonably acceptable to Declarant and Declarant shall pay all costs of such defense by such counsel; (iii) ESDC or the City shall provide all information and cooperation reasonably requested by Declarant to investigate, settle or defend such Claim; (iv) ESDC or the City or both agrees not to compromise or settle any Claim that Declarant has acknowledged in writing is subject to its Indemnification Obligation without consulting with Declarant, provided, however, that (A) ESDC or the City or both may, in their respective sole discretion and without reducing, invalidating or otherwise affecting any Indemnification Obligation, compromise or settle any Claim that might subject either of them to any criminal penalty, but (B) ESDC or the City shall not, without Declarant's prior written approval (which approval shall not unreasonably be withheld or delayed), compromise or enter into any settlement of any Claim which compromise or settlement might subject Declarant to any criminal penalty.

Section 8.05 The Indemnification Obligations of Declarant under this Declaration are in addition to the obligations of Declarant pursuant to earlier letter agreements with ESDC.

Section 8.06 Intentionally Omitted.

Section 8.07 Subject to the provisions of Section **8.04**, the provisions of this Article **VIII** shall survive the expiration or earlier termination of the Project or this Declaration, or any breach or alleged breach by the Applicable Public Party of this Declaration.

Section 8.08 No Duplication. To the extent that the obligations or claims relating to the Indemnification Obligation are the same as obligations or claims under (a) Article X of the

LADA; (b) that certain indemnification agreement between Declarant and ESDC dated as of July 14, 2008 and (c) that certain cost agreement dated July 30, 2004, the Applicable Public Party shall not be entitled to duplicate claims or recovery.

ARTICLE IX
NOTICES

Section 9.01 Notices.

(a) All notices, demands (including demands for payment), requests, consents, approvals, certifications, plans, reports or other communications (each of which is called, for purposes of this Article, a "Notice") permitted, desirable or required to be given, served or sent hereunder shall be effective only if in writing and shall be transmitted to the party for which it is intended either: (i) by certified or registered United States mail, return receipt requested; (ii) by facsimile transmission; (iii) by personal delivery; (iv) by expedited delivery service via nationally recognized overnight courier service; or (v) by email. Such Notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

(A) If to Declarant: The Trustees of Columbia University in the City of New York
400 West 119th Street
New York, New York 10027
Attn: Executive Vice President for University Facilities
Telephone Number: (212) 854-3291
Facsimile Number: (212) 866-9664
E-Mail Address: ji4@columbia.edu

with copies to:

The Trustees of Columbia University in the City of New York
311 Low Memorial Library
535 West 116th Street
New York, New York 10027
Attn: Senior Executive Vice President
Telephone Number: (212) 854-9967
Facsimile Number: (212) 854-9978
E-Mail Address: rkasdin@columbia.edu

The Trustees of Columbia University in the City of New York
Office of the General Counsel
412 Low Memorial Library
535 West 116th Street
New York, New York 10027
Attn: General Counsel
Telephone Number: (212) 854-0286

Facsimile Number: (212) 854-6209
E-Mail Address: jeb@gc.columbia.edu

The Trustees of Columbia University
in the City of New York
615 West 131st Street, 2nd Floor
New York, New York 10027
Attn: Vice President for Manhattanville Development
Telephone Number: (212) 854-2195
Facsimile Number: (212) 234-5826
E-Mail Address: prp2102@columbia.edu

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Stephen R. Senie, Esq.
Telephone Number: (212) 715-7744
Facsimile Number: (212) 715-8000
E-Mail Address: ssenie@kramerlevin.com

(B) If to ESDC:

New York State Urban Development Corporation
d/b/a Empire State Development Corporation
633 Third Avenue, 37th floor
New York, New York 10017
Attention: Chief Executive Officer
Telephone Number: (212) 803-3700
Facsimile Number: (212) 803-3715
E-Mail Address: kadams@empire.state.ny.us

New York State Urban Development Corporation d/b/a
Empire State Development Corporation
633 Third Avenue, 37th floor
New York, New York 10017
Attention: General Counsel
Telephone Number: (212) 803-3750
Facsimile Number: (212) 803-3775

with a copy to:

Carter Ledyard Milburn LLP
2 Wall Street
New York, New York 10005
Attention: John R. Casolaro
Telephone Number: (212) 732-3200
Facsimile Number: (212) 732-3232
E-Mail Address: casolaro@clm.com

(C) If to the City: New York City Department of City Planning
22 Reade Street
New York, New York 10007
Attn: General Counsel
Telephone Number: (212) 720-3400
Facsimile Number: (212) 720-3219
E-Mail Address: dkarnov@planning.nyc.gov

with copies to:

New York City Law Department
100 Church Street
New York, New York 10007
Attn: Chief, Economic Development Division
Telephone Number: (212) 788-1333
Facsimile Number: (212) 227-5648
E-Mail Address: jmcspiri@law.nyc.gov

New York City Department of City Planning
22 Reade Street
New York, New York 10007
Attn: Director, Environmental Assessment and Review Division
Telephone Number: (212) 720-3423
Facsimile Number: (212) 720-3495
E-Mail Address rdobrus@planning.nyc.gov

(b) Any recipient of Notice may from time to time by Notice designate a new or additional related entity or person or address for receipt of Notices.

(c) Any such Notice shall be deemed to have been given and received (i) if personally delivered with proof of delivery thereof being deemed to have been received at the time delivered on a Business Day or, if not a Business Day, the next succeeding Business Day, or (ii) delivered by nationally recognized overnight courier for the next Business Day delivery being deemed to have been received on the first succeeding day subsequent to the Business Day so sent with proof of delivery. Notices transmitted by facsimile transmission or by email shall not be considered received unless and until the party to whom such Notice has been so transmitted has transmitted a written and unequivocal Notice to the sending party confirming the timely and due receipt thereof and specifically referencing this Section **9.01(c)**.

(d) A copy of all Notices to Declarant shall be simultaneously given to any applicable Recognized Mortgagee, and to any applicable Successor Interest of which the Public Parties have been given Notice. So long as such Notice is given the same day, the Notice shall be deemed simultaneously given.

(e) If the Applicable Public Party fails to deliver a copy of a Default Notice or Final Default Notice to a Recognized Mortgagee or Successor Interest, such Default Notice or Final

Default Notice (i) shall be effective with respect to Declarant, provided such Default Notice or Final Default Notice has been received by Declarant and the other parties set forth in Section **9.01(a)(A)**, but (ii) shall not impair the rights of a Recognized Mortgagee or Successor Interest.

ARTICLE X
ESTOPPEL CERTIFICATES

Section 10.01 Certificates by the City. The City will upon not less than thirty (30) Business Days' prior notice by Declarant or a Recognized Mortgagee execute, acknowledge and deliver to Declarant or such Recognized Mortgagee, as the case may be, a statement in writing certifying: (a) that this Declaration is unmodified and in full force and effect (or if there have been modifications or supplements that the same is in full force and effect, as modified or supplemented, and stating the modifications and supplements); (b) to the best knowledge of the signer of such certificate whether or not a Default has occurred with respect to any obligation enforced by the City as the Applicable Public Party, and, if so, specifying each such Default of which the signer may have knowledge; and (c) as to such further matters as Declarant or such Recognized Mortgagee may reasonably request. In connection with issuing such statement the City may require the FEIS Monitor to provide an updated report. If the City fails to respond within such thirty (30) day period, Declarant may send a second written notice to the City requesting such statement (which notice shall state in bold upper case type both at the top of the first page thereof and on the front of the envelope thereof the following: **"SECOND NOTICE PURSUANT TO SECTION 10.01 OF THE MANHATTANVILLE DECLARATION"**). If the City fails to respond within ten (10) days after receipt of such second notice, it shall be deemed to have certified (i) that this Declaration is unmodified and in full force and effect (or if there have been modifications or supplements that the same is in full force and effect, as modified or supplemented), (ii) that to the best knowledge of the signer of such certificate Declarant is not in default in the performance of any Obligation contained in this Declaration, and (iii) as to such further matters as Declarant or such Recognized Mortgagee had requested, and such deemed certification may be relied on by Declarant or such Recognized Mortgagee. Declarant shall bear all expenses, fees, and costs, if any, incurred by or on behalf of the City reasonably in good faith to outside counsel, engineer and any third party engaged by the City arising in reviewing and preparing such certificate, without duplication.

Section 10.02 Certificates by ESDC. ESDC will upon not less than thirty (30) Business Days' prior notice to ESDC and the GPP Monitor by Declarant or a Recognized Mortgagee execute, acknowledge and deliver to Declarant or such Recognized Mortgagee, as the case may be, a statement in writing certifying : (a) that this Declaration is unmodified and in full force and effect (or if there have been modifications or supplements that the same is in full force and effect, as modified or supplemented, and stating the modifications and supplements); (b) to the best knowledge of the signer of such certificate whether or not a Default has occurred with respect to any obligation enforced by ESDC as the Applicable Public Party, and, if so, specifying each such Default of which the signer may have knowledge; and (c) as to such further matters as Declarant or such Recognized Mortgagee may reasonably request. Declarant shall, without duplication, bear all expenses, fees, and costs incurred by or on behalf of ESDC reasonably in good faith to ESDC's outside counsel, GPP Monitor, engineer and any third party engaged by ESDC howsoever and whensoever arising in reviewing and preparing such certificate, without

duplication. In connection with issuing such statement ESDC may require the GPP Monitor to provide an updated report.

ARTICLE XI
SEVERABILITY

Section 11.01 Severability. If any term or provision of this Declaration or the application thereof to any Person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XII
WAIVER; RELEASE; CONSENT

Section 12.01 No Waiver. The payment by Declarant or the receipt by the Public Parties of any amounts due hereunder, with knowledge of Declarant's breach or Default in the observance, performance or compliance with any of Declarant's Obligations shall not be deemed to be a waiver of any of the terms, covenants or conditions of the Declaration. In the event that Declarant is in arrears in the payment of any Charges or other sum payable hereunder, Declarant waives Declarant's right, if any, to designate the items against which any payments made by Declarant are to be credited, and Declarant agrees that the City and ESDC may each apply any payments made by Declarant to any items ESDC or the City (as the case may be) sees fit irrespective of and notwithstanding any designation or request by Declarant as to the items against which any such payments shall be credited.

Section 12.02 Release/Discharge. No failure on the part of the Applicable Public Party hereunder to enforce any term, covenant or condition herein contained, nor any waiver of any right of the Applicable Public Party, unless in writing, shall discharge or invalidate such term, covenant or condition, or affect the right of the Public Parties to enforce the same in the event of any subsequent breach or Default. The consent of the City or ESDC to any act or matter must be in writing and shall apply only with respect to the particular act or matter to which such consent is given and shall not relieve the Declarant hereunder from the obligation wherever required under this Declaration to obtain the consent of such party to any other act or matter. The written consent, modification or waiver by the Public Parties to the enforcement of this Declaration or any provision set forth herein shall not bestow any right upon any third Person to object thereto. The intention hereof is that only the City, or ESDC, or both, as the case may be, may enforce this Declaration and not any third Person. No act or thing done by the Public Parties or any employee, agent or representative of the Public Parties during the term of this Declaration shall be deemed to be a termination, modification or waiver of this Declaration or a release of the Subject Properties or any portion thereof from this Declaration, excepting only an agreement in writing subscribed and acknowledged by the City and ESDC in a form suitable for recording agreeing to such termination, modification, waiver, change or release and unconditionally delivered to Declarant.

Section 12.03 Consents. Declarant hereby waives any claim for damages against the Public Parties which Declarant may have based upon any assertion that the Public Parties have unreasonably withheld or unreasonably delayed any consent that, pursuant to specific provisions of this Declaration, is not to be unreasonably withheld or otherwise to act reasonably in the performance of the obligations of the Public Parties, except where the Public Parties have withheld such consent due to the willful bad faith of the City or ESDC, as applicable. In any such case, Declarant's sole remedy shall be an action or proceeding to enforce any such provision or for specific performance, injunction or declaratory judgment. Declarant agrees that if Declarant shall request such a consent from the City or ESDC, and the City or ESDC, as applicable, shall fail or refuse to give such consent or shall delay the giving of such consent, Declarant shall not be entitled to any damages for such withholding or delay, except where ESDC or the City has withheld such consent due to the willful bad faith of the City or ESDC.

ARTICLE XIII
SUBORDINATION

Section 13.01 Subordination. Declarant has the right to mortgage, lease, sublease, sale-leaseback or otherwise encumber its interest in the Subject Properties. All mortgages, liens and encumbrances shall be subject and subordinate to the provisions of this Declaration (other than the Personal Obligations specified in Exhibit FF annexed hereto) as they apply to the Parcel, Development Site or Open Space to which such mortgage, lien or encumbrance attaches.

ARTICLE XIV
REPRESENTATIONS, WARRANTIES, COVENANTS & OTHER AGREEMENTS

Section 14.01 General Representations and Warranties. Declarant represents and warrants to ESDC and the City that as of the date hereof:

(a) Declarant is duly formed, validly existing and in good standing under the laws of the State of New York and has full power and authority to conduct its operations as presently conducted and to enter into this Declaration and the terms, provisions, covenants and obligations of Declarant as set forth in this Declaration are legally binding on and enforceable against Declarant;

(b) the execution, delivery and performance of this Declaration do not and shall not (i) violate or conflict with the charter, by-laws, other resolutions of Declarant, including any modifications to the foregoing; (ii) violate or conflict with any judgment, decree or order of any court applicable to or affecting Declarant; (iii) breach the provisions of, or constitute a default under, any contract, agreement, instrument or obligation to which Declarant is a party or by which Declarant is bound; or (iv) violate or conflict with any law or governmental regulation or permit applicable to Declarant; and

(c) this Declaration has been duly authorized on behalf of Declarant and the person who executed this Declaration on behalf of Declarant is duly authorized to so execute the same.

Section 14.02 Subject Properties. Declarant represents and warrants to ESDC and the City that no restrictions of record on the development or use of the Subject Properties, nor any

present or presently existing estate or interest in the Subject Properties, nor any lien, obligation, covenant, easement, limitation or encumbrance of any kind precludes, presently or potentially, the imposition of the restrictions, covenants, obligations, easements and agreements of this Declaration or the development of the Subject Properties in accordance herewith, and that any such encumbrances shall be subject and subordinate to this Declaration.

Section 14.03 Intentionally Omitted.

Section 14.04 Recording. Declarant shall record this Declaration in the chain of title of each of the Subject Properties forming a part of the Project Site, such recording to take place on the date hereof and Declarant shall record this Declaration forthwith at Declarant's sole cost and expense against each of the Additional Properties or other property forming a part of the Project Site when each such Additional Property is acquired by Declarant or ESDC.

Section 14.05 Binding Effect/Covenants Running With Land. Subject to the provisions of Section **7.07(g)** hereof, the provisions of this Declaration (other than the Personal Obligations specified in Exhibit FF annexed hereto) shall run with the land (as to any given Parcel, Development Site or Open Space) and shall be binding (a) upon Declarant, (b) upon any successor to Declarant that holds a fee interest in such Parcel, Development Site or Open Space, (c) if a Parcel, Development Site or Open Space is leased pursuant to a ground lease to another Person or entity, upon the ground lessee of such Parcel, Development Site or Open Space, and (d) upon a Mortgagee in possession of such Parcel, Development Site or Open Space (a party described in clauses (b), (c) or (d) being a "Successor Interest"). Personal Obligations shall be binding only on Declarant, and shall not run with the land or be binding on any Mortgagee or Successor Interest. Notwithstanding anything to the contrary contained in this Declaration: (i) no lease by Declarant of any Parcel, Development Site or Open Space, or portion thereof, shall release Declarant from any Obligation under this Declaration; (ii) no transfer or other disposition of any Parcel, Development Site or Open Space shall release Declarant from its obligations under Section **2.10(aa)**; (iii) no holder of a Mortgage or other lien on the Subject Properties (unless and until it becomes a Successor Interest, in which event the provisions of the first sentence of this Section **14.05** shall apply) shall be bound to perform the obligations of Declarant hereunder; and (iv) the obligations of Declarant under this Declaration shall apply to a Successor Interest only to the extent set forth in this Section **14.05**. Declarant shall not be relieved of any Obligation under this Declaration by virtue of the fact that it runs with the land and is binding on a Successor Interest.

Section 14.06 Limitation of Liability. No property of principals, disclosed or undisclosed, partners, shareholders, trustees, directors, officers or employees, of Declarant shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the Public Parties or of any other party or person under or with respect to this Declaration, and no such party shall have any personal liability under this Declaration.

Section 14.07 Declarant's Representations Regarding Financial Ability to Complete the Project

(a) *Litigation; Adverse Facts.* There are no actions, suits, proceedings, arbitrations or governmental investigations (whether or not purportedly on behalf of Declarant) at law or in

equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, pending or threatened against or affecting Declarant or any property thereof that individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. Declarant is not (i) in violation of any applicable laws that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect or (ii) subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department commission, board, bureau, agency or instrumentality, domestic or foreign, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(b) Except as specifically set forth in Section 5.06(a) of the LADA, Declarant shall not be required to post any letters of credit, construction bonds, or other financial security in connection with any of the Obligations.

Section 14.08 Survival of Representations and Warranties. All representations, warranties and covenants made herein shall survive the execution and delivery of this Declaration, except that the representations and warranties contained in Section **14.07** shall terminate upon substantial completion of the portion of the Below-Grade Facility underneath Tax Blocks 1996 and 1997 and West 130th Street.

ARTICLE XV
MISCELLANEOUS

Section 15.01 Compliance with Laws. Nothing contained in this Declaration shall be deemed to impair the obligations of the Public Parties to comply at any time with applicable law, including, but not limited to, SEQRA, the EDPL, and the UDC Act, as appropriate.

Section 15.02 Parties-in-Interest. Declarant shall provide the Public Parties, promptly after the recording of this Declaration, with an updated certification of Parties-in-Interest as of the recording date of this Declaration, and will cause any individual, business organization or other entity which between November 23, 2011 and the recording date of this Declaration or becomes a Party-in-Interest in the Subject Properties or portion thereof to subordinate its interest in the Subject Properties to this Declaration. Any and all Parties-in-Interest acquiring interests after the recording of this Declaration shall be subject and subordinate to this Declaration, to the extent provided in Article **XIII** and Section **14.05**.

Section 15.03 Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of New York, without giving regard to conflicts of laws principles.

Section 15.04 Incorporation by Reference. Any and all exhibits, appendices and attachments referred to herein are hereby incorporated fully and made an integral part of this Declaration by reference.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

By: _____
Name: Lee C. Bollinger
Title: President

ACKNOWLEDGEMENT

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

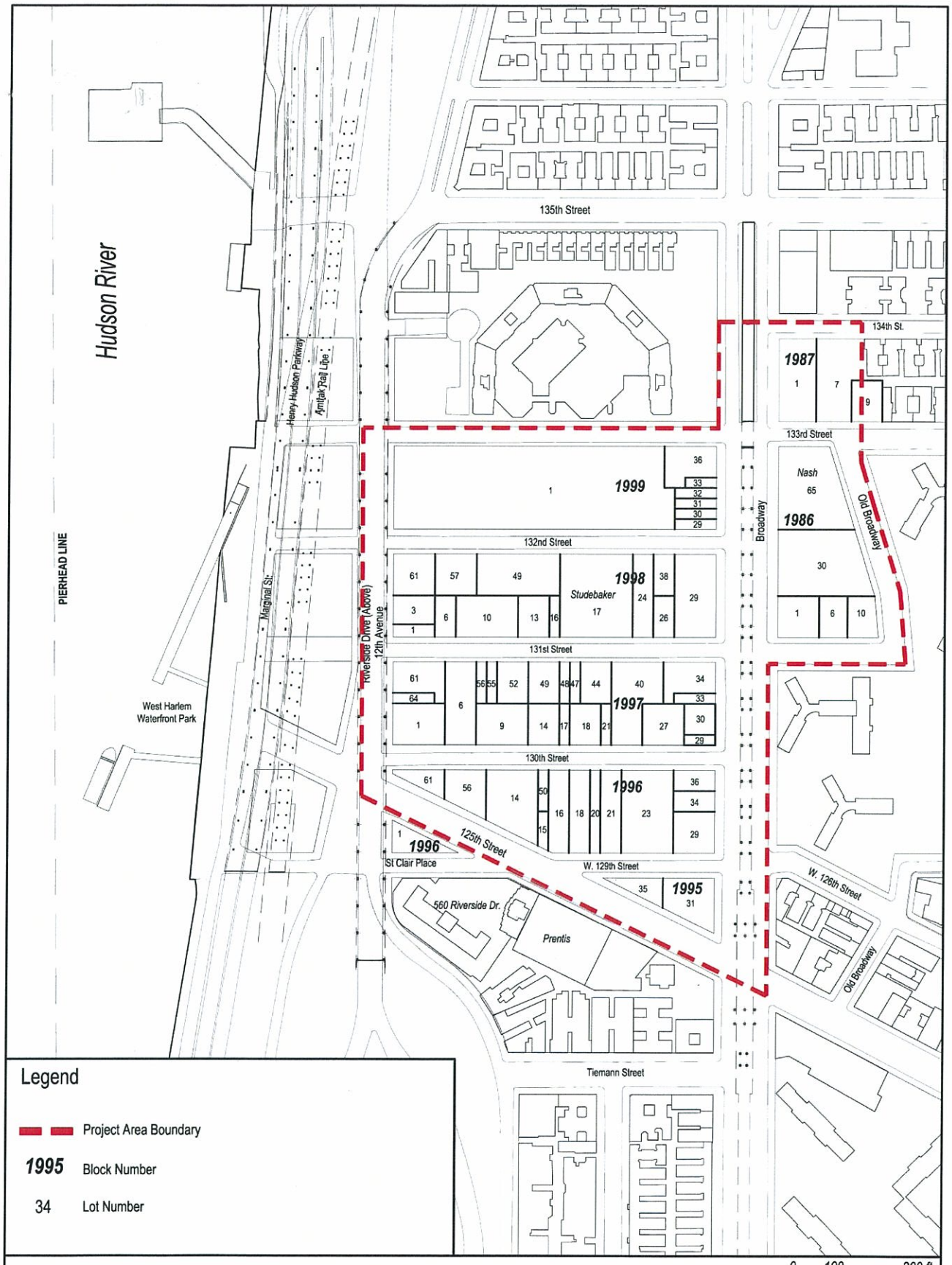
On this 13 day of December 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared Lee C. Bollinger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

N. Genodman

Notary Public
Commission Expires

NATALIE GENODMAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GE6233807
Qualified in Rockland County
Certificate Filed in New York County
My Commission Expires December 27, 2014

Exhibit A. Project Site Map



Manhattanville in West Harlem Land Use Improvement and Civic Project

EXHIBIT B

New York State Urban Development Corporation
d/b/a Empire State Development Corporation

Columbia University Educational Mixed-Use Development

Land Use Improvement and Civic Project
Modified General Project Plan

December 18, 2008

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EXHIBIT C.	Above Grade Development Illustrative Plan
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EXHIBIT E.	Illustrative Plan for Below-Grade Development
EXHIBIT F.	Publicly Accessible Open Spaces
EXHIBIT G.	Maximum/Minimum Development Limits (Above Grade)

EXHIBIT B

New York State Urban Development Corporation
d/b/a Empire State Development Corporation

Columbia University Educational Mixed-Use Development

Land Use Improvement and Civic Project
Modified General Project Plan

December 18, 2008

A. Introduction

The New York State Urban Development Corporation d/b/a the Empire State Development Corporation ("ESDC") is adopting this Modified General Project Plan ("GPP") for the Columbia Educational Mixed-Use Development (the "Educational Mixed-Use Development" or "Project") as both a Land Use Improvement Project and a Civic Project in accordance with the New York State Urban Development Corporation Act (the "UDC Act").

The Educational Mixed-Use Development would provide for the creation of new educational, academic research, recreational and civic facilities through the rehabilitation of blighted and underutilized urban parcels and would benefit the City and the State of New York and the area of West Harlem by: (1) enhancing the City and State as centers for higher education, premier graduate programs and scientific research; (2) enabling Columbia University in the City of New York ("Columbia") to maintain its position as one of the foremost educational and cultural institutions in the world; (3) creating new employment opportunities while solidifying Columbia's status as one of New York City's largest private employers; (4) furthering scientific research, including research into neurological ailments such as Alzheimer's disease; and (5) creating much-needed, park-like open space in the area. Columbia is a non-profit corporation, the seventh largest private employer in the City of New York, and a prominent educational institution with an excellent financial rating and extensive experience developing academic facilities.

The Project would be located in the Manhattanville neighborhood of West Harlem on an approximately 17-acre site (the "Project Site") in northern Manhattan, the principal portion of which is bounded by and includes West 125th Street on the south, West 133rd Street on the north, Broadway on the east and Twelfth Avenue on the west, as well as certain areas located beneath City streets within this area and beneath other City streets in the Project Site. The remaining

portion of the Project Site consists of an area which is bounded by and includes Broadway on the west, West 133rd and West 134th Streets on the south and north, respectively, and a line between West 133rd and West 134th Streets approximately 200 feet east of Broadway, along with an irregularly-shaped block which is bounded by and includes Broadway on the west, Old Broadway on the east, West 131st Street on the south, and West 133rd Street on the north. A map showing the boundaries of the Project Site is attached hereto as Exhibit A.

The Educational Mixed-Use Development is envisioned as a modern, open, integrated teaching and academic research campus with approximately 6.8 million gross square feet ("GSF") of new, state-of-the-art facilities housed in up to 16 new buildings and in an adaptively reused existing building. A new, approximately 2 million square foot, multi-level basement structure (the "Below-Grade Facility" or "Facility") would connect many of these buildings below-grade and underneath City streets, permitting the operation of campus service facilities, as set forth in Section F.3. This new campus would be used for higher education, academic research, campus housing, recreation, and other support services and facilities, including a mix of street level uses that would transform the Project Site into a vibrant, attractive city streetscape.

Development of the Project is anticipated to be carried out over an approximately 25 year period as the principal component of the larger West Harlem Rezoning and Academic Mixed-Use Development Project (the "Rezoning") that encompasses approximately 35 acres of West Harlem, including the Project Site. The potential environmental impacts of the Rezoning, including the Educational Mixed-Use Development, have been examined in an Environmental Impact Statement ("EIS") prepared at the direction of the New York City Planning Commission as the lead agency in accordance with the State Environmental Quality Review Act ("SEQRA") and City Environmental Quality Review.[1] The Rezoning was proposed by Columbia to be undertaken by the City Planning Commission and the City Council and was reviewed pursuant to the New York City Uniform Land Use Review Procedure (New York City Charter Sections 197-c and 197-d) ("ULURP"). The Rezoning was approved by the City Council on December 19,

[1] The terms "Project" and "Educational Mixed-Use Development" as used in this GPP are referred to in the EIS as the "Academic Mixed-Use Development". The term "Project" as used in this GPP should not be confused with the term "Proposed Project" used in the EIS, which encompasses the entire 35-acre West Harlem Rezoning area and which includes this Project.

2007. ESDC participated in the preparation of the EIS as an involved agency and will not make any final determination concerning the Project until it has made findings in accordance with SEQRA.

Columbia has requested ESDC's assistance to effectuate the Project through ESDC's adoption of a GPP and the possible exercise of ESDC's powers under the UDC Act, including the power of eminent domain and the override of certain local laws. ESDC's acquisition of real property and easements beneath City streets and possibly under certain private parcels north of those streets is also contemplated in order to provide for the construction of the Project's Below-Grade Facility and the installation of below-grade support structures. Below-grade support structures could include slurry walls, rock anchors, tie backs, tie downs and/or piles some of which could be needed to counteract the geostatic forces associated with below-grade construction. The slurry walls would also address groundwater intrusion during excavation and thereafter. Any affirmation of the GPP by ESDC's Directors would follow a public hearing pursuant to the UDC Act, and could include a decision that compliance with ULURP with respect to transfers of real property by or to the City, and compliance with ULURP and the City Map with respect to the acquisition of volumes below certain City streets needed to construct the Below-Grade Facility, are not feasible or practicable. The exercise of ESDC's condemnation power is discretionary and would occur only after a public hearing and if the Directors approved a determination and findings in accordance with the Eminent Domain Procedure Law ("EDPL"). ESDC may choose to hold the EDPL and UDC Act public hearings simultaneously.

B. Project Location

The Project Site is located entirely within the Borough of Manhattan, New York County, State of New York, and is comprised of the following parcels: Manhattan Tax Block 1986, Lots 1, 6, 10, 30 and 65; Block 1987, Lots 1, 7 and the westerly part of Lot 9; Block 1995, Lots 31 and 35; Block 1996, Lots 14, 15, 16, 18, 20, 21, 23, 29, 34, 36, 50, 56 and 61; Block 1997, Lots 1, 6, 9, 14, 17, 18, 21, 27, 29, 30, 33, 34, 40, 44, 47, 48, 49, 52, 55, 56, 61, and 64; Block 1998, Lots 1, 3, 6, 10, 13, 16, 17[2], 24, 26, 29, 38, 49, 57, and 61; and Block 1999, Lots 1, 29, 30, 31,

[2] Although this Lot 17 (site of the Studebaker Building) is within the Project Site, its development is not part of the Project.

32, 33 and 36. The Project Site is currently dominated by warehouses, auto repair and service stations, and aging vacant or deteriorating buildings. The Project Site's block and lot designations are provided in Exhibit A.

Currently, Columbia controls more than 80% of the lots on the Project Site through ownership or through contracts or options to purchase certain parcels. Those portions of the Project Site that are not under Columbia's control are either privately owned (including one lot that is owned by Consolidated Edison Company of New York ("Con Edison")) or are owned by the City of New York (the "City"). Two of the City-owned parcels are currently leased to an affiliate of the Metropolitan Transportation Authority (the affiliate hereinafter referred to as the "MTA") for use as bus depot/parking and service facilities. A map depicting the current ownership and control of the Project Site's parcels is attached as Exhibit B.

As noted above, the Project Site also includes City-owned land constituting below-grade portions of West 130th Street, West 131st Street and West 132nd Street between Broadway and Twelfth Avenue, as well as below-grade portions of other City streets within the Project Site that are needed for the Below-Grade Facility and other components of Project implementation such as access, below-grade support structures and tie backs (collectively, the "Underground Streets Area"). The surface, roadbed and areas immediately beneath these streets would continue to be owned by the City and would remain open at grade after roadbed reconstruction is completed. The exact upper and lower limits of the Underground Streets Area would vary, but the upper limit below West 130th, West 131st, and West 132nd Streets would generally be eight to ten feet below street grade.

C. Project Overview & Goals

The principal goals of the Project are: (1) to maintain the City and State of New York as leading centers of higher education and academic research by providing for Columbia's long term growth through the creation of an open, integrated, urban campus with state-of-the-art facilities; (2) to facilitate scientific advances through academic research; (3) to transform an urban landscape that is presently underutilized, unattractive and substandard into new educational, cultural, recreational and local retail facilities; (4) to provide Columbia with the flexibility to accommodate a range of higher educational uses, such as emerging areas of

research that would encourage scientific innovation; (5) to provide tangible community benefits in terms of new employment opportunities, publicly-accessible open spaces, and other civic amenities; and (6) to enliven West 125th Street to draw residents to the new West Harlem Piers Park.

To achieve these goals, the Educational Mixed-Use Development would create a modern, open, integrated, urban teaching and academic research campus with approximately 6.8 million GSF of new facilities, with the Below-Grade Facility as one of its key components. This Below-Grade Facility would provide needed support space for higher education and academic research facilities, in addition to the new space provided above-grade in up to 16 new buildings. The Facility would also integrate the new campus by connecting facilities below-grade and underneath City streets and by providing shared infrastructure consistent with modern facility design objectives. The Below-Grade Facility would create new underground parking and receiving facilities that would help minimize street congestion. The Facility would also reduce the density of above-grade development by providing space below ground for necessary facilities, which in turn would make room for new public open spaces and broader sidewalks and improve sight lines. Existing City streets within the Project Site would remain open (following reconstruction and staging use) providing access to and through the campus and facilitating a mix of street level uses. This would strengthen Columbia's connection to the area, connect Central and West Harlem to new open space and recreational opportunities now under construction within the West Harlem Piers Park, and draw nearby residents to new, active ground floor retail and community uses.

The land use and operational requirements specified in this GPP would ensure that the Educational Mixed-Use Development continues to achieve the Project's goals in the future. These requirements include: limitations on above-grade and below-grade uses to specified educational and supporting uses; maximum and minimum development ranges that would provide for an appropriate balance among these uses; and a requirement that the architecturally and historically significant Warren Nash Service Station Building (the "Nash Building") be retained and adaptively reused.

D. Background

Higher education is essential to the intellectual and economic growth of both the City and State of New York, with Columbia widely regarded as one of the leading institutions of higher education in the world. Private colleges, universities and other cultural institutions have grown at a rate more than three times the rate of New York State's economy, increasing employment by 16% between 1990 and 2005. While industrial employment has been steadily decreasing in New York City, private colleges and universities annually spend $2.1 billion in research in New York State, spurring the creation of 10,000 new jobs in the private sector. Although technological changes have shifted jobs in finance, insurance and real estate away from urban centers, the interpersonal nature of educational institutions is more difficult to replicate in cyberspace.

Founded in 1754, Columbia is the oldest institution of higher education in New York State and the fifth oldest in the nation. Originally known as Kings College and located in Lower Manhattan, Columbia moved to Manhattan's Morningside Heights a century ago, where its main campus and administrative offices are still located. It has been a major and integral academic institution in New York City and has contributed greatly both to the City's leadership in higher education and to the intellectual growth and advancement of individuals of wide-ranging socioeconomic means. Today, Columbia's financial aid programs are putting quality graduate and undergraduate educations within the reach of economically-disadvantaged students while supporting a broad and diverse student population.

Columbia's facilities are currently comprised of: its main campus in Morningside Heights, which houses undergraduate and graduate schools and programs and adjoins affiliated schools such as Barnard College, Teachers College, as well as Jewish Theological Seminary and Union Theological Seminary; its Medical Center campus in Washington Heights; and athletic and recreational facilities located at the northern tip of Manhattan on the Harlem River. Columbia also operates the Lamont-Doherty Earth Observatory in Palisades, New York, and the Nevis Laboratories in Irvington, New York. In total, Columbia has approximately 24,400 students and employs over 14,000 people, over two-thirds of whom reside in New York City.

The Project Site is located in the Manhattanville section of West Harlem, approximately a half mile north of the Morningside Heights campus and one and three-quarters miles south of the

Medical Center campus. Manhattanville was one of the first areas of Manhattan island to be settled by the Dutch during the 17th century. Its gently sloping valley allowed easy entry from the Hudson River between shoreline bluffs, and encouraged settlement centered around present-day West 125th Street. The early development of Manhattanville with industry and shipping uses established relatively low-density development patterns that persist to this day with the Project Site's predominance of auto repair and warehousing uses, a density far lower than surrounding neighborhoods.

Columbia has been a presence in Manhattanville for decades. In addition to its academic building (Prentis Hall) located on the south side of West 125th Street and university housing located at 560 Riverside Drive, Columbia is now renovating the former Studebaker Building on the Project Site for administrative uses. The adaptive reuse of this building (located within the Project Site at 615 West 131st Street) is an as-of-right use that will proceed regardless of whether the Project is approved. In addition, Columbia will provide a development site in the vicinity of the Project Site at no cost to the City for the creation of a new public secondary school that would utilize Columbia's resources in science, mathematics and engineering. Columbia's faculty would continue to assist the school (currently operating at a temporary location) with curriculum development.

E. The Need for Modern Higher Educational Facilities

In addition to the other public benefits it offers, the Project would allow Columbia to satisfy its long-term need for the modern facilities necessary to maintain Columbia's competitive position as a leading university. Such facilities -- laboratories, classrooms, faculty offices, libraries, study and performance spaces -- are essential to the academic research, teaching, learning, and discourse at the core of higher education and prerequisites for attracting and retaining top faculty and students. Today, multidisciplinary academic research and teaching facilities need large, open floor plates which can be easily adapted to changes in technology, interdisciplinary programs and educational requirements. Large, regularly-shaped (generally rectangular) floor plates with a minimum of obstructions are particularly important for academic research because they facilitate interaction of different scientific disciplines and enable higher education institutions to compete more effectively for federal research grants.

Academic Research Facilities

The National Science Foundation ("NSF") and the National Institutes of Health ("NIH") are two of the principal national governmental agencies that award grants for scientific research. Although there is no single template for the design of modern research laboratories, guidelines issued by these organizations identify flexibility and adaptability as key objectives in the design of new laboratory facilities, including those dedicated to academic research. Columbia ranks in or near the top 10 institutions nationally in total sponsored research grant income awarded by NSF and NIH, thus making their guidelines an important factor in Columbia's facility planning. These guidelines favor multiple-purpose occupancy with shared support, amenities and core facilities over traditional, single-discipline, stand-alone research facilities. The design of academic research facilities with these attributes also helps institutions such as Columbia recover operating costs under NIH and NSF reimbursement criteria.

State-of-the-art academic research buildings are designed with rectangular floor plates of at least 25,000 square feet in size to maximize achievement of these objectives. The academic research facilities contemplated as part of the Project would house research laboratories able to accommodate adjustable space configurations, special purpose equipment, and support spaces. Wet laboratories are currently the most common type of research laboratory space. These typically include lab benches, fume hoods, chemical resistant finishes, storage space for chemicals and solvents, plug-in plumbing, and outlets for compressed air, gas, vacuum, water, deionized water, and electricity.

Modern lab buildings are based on a repetitive and regular planning module to facilitate flexible groupings of three types of space that need to be in close proximity: laboratories, laboratory support, and office/meeting space. Large, open, rectangular floor plates are required to maximize flexibility and interaction among scientists of various disciplines working on the next scientific breakthrough or medical advancement. The rectangular shape also provides flexibility for the expansion or contraction of space allocation quickly, without costly and time-consuming facility alterations. In addition, the minimum 25,000 square foot size generally assures an appropriate ratio of "usable space" (such as laboratory benches and offices, also called "assignable space") to "total space" (usable space plus other nonusable but necessary space, such as public corridors and elevators), as NIH and NSF reimburse institutions' overhead costs based

on usable space. If the proportion of usable space to total space drops too low, the institution is not able to recover in full its operating costs for such facilities. As the requirements of modern scientific research have evolved over time, the easy adaptability of the laboratory layout within a large rectangular floor plate has become an essential component of such facility design.[3]

Academic Facilities

Academic uses are comprised of instructional and related activities, including non-laboratory research, requiring classrooms, computational and other analytical space, offices for faculty and administrators, and library and study spaces, along with spaces related thereto, including teaching laboratories. Although each academic discipline has specific space needs to support its program, construction and operational efficiencies are measurably higher with large floor plate buildings. As with academic research facilities, large floor plates in academic facilities allow for greater flexibility in programming over the long term. Classrooms located together on lower floors optimize the accommodation of large groups of students and facilitate their moving easily from one room to another during class changes. Large lecture halls are typically clustered on the same floor because they require a floor-to-floor height higher than ordinary classrooms to accommodate sloped floors for auditorium-style seating. Large floor plates make this clustering feasible and also create centralized informal meeting and gathering spaces that enhance the intellectual life of the school.

Overall Need

Large facility expansions are planned or underway at other leading higher education institutions throughout the nation. Harvard is developing its Allston campus, envisioned as "Harvard's 21st Century Campus," on approximately 130 acres across the Charles River from its main campus. The first stage of this expansion includes the construction of a new 1 million square foot scientific and educational research building. The University of Pennsylvania is expanding onto a 24 acre site along the Schuylkill River near its West Philadelphia campus, where preliminary planning has identified interdisciplinary research space and health sciences as key components. Yale University recently purchased a 136-acre tract west of New Haven and

[3] The EIS (p. 1-10) lists examples of large floor plate research facilities recently constructed or planned by other universities.

has launched a $1 billion construction program for new science and research buildings. The new facilities would include several new buildings for Yale's medical school and would accommodate both graduate and undergraduate science programs.

Columbia has grown at an average rate of approximately 200,000 square feet per year over the past decade. Based on this rate of growth, and to keep pace with other leading universities, Columbia estimates that over the next 25 years it must expand its program space by 5 to 6 million square feet, exclusive of support facilities such as parking and utilities. Based on current trends in graduate programs and academic research, Columbia projects that approximately half of this program space will be needed for academic research, with the balance devoted to other higher educational uses, such as academic, university housing, and recreational facilities.

Columbia now faces significant challenges in providing these facilities due to the limits of its existing space and facilities, as well as the siting constraints associated with being located on one of the world's most densely developed islands. Columbia's ratio of square footage per student -- 326 GSF per student -- is already considerably lower than any of its peer institutions.[4] Columbia has considered a range of options for meeting its long-term facility needs, including expanding existing buildings, replacing existing buildings with larger structures, developing nearby off-campus properties, and continuing to acquire nearby properties as they become available in the marketplace. Columbia has also evaluated how to make better use of its facilities at its Morningside Heights and Medical Center campuses, as well as its existing facilities outside Manhattan.[5] Columbia has concluded that none of these options would adequately address its long-term space needs, promote integration among disciplines and schools, create an environment that would foster new areas of education and academic research, and provide sufficient room for civic amenities for both Columbia's population and local residents. The

[4] A sampling of square footage to student ratios for other leading higher education institutions is presented in the EIS, pages 1-13 to 14.

[5] In addition, Columbia considered the possible use of vacant land at the southern end of the Riverside South development area, a large-scale mixed-use project being built between West 59th Street and West 72nd Street west of West End Avenue. Aside from its limited size, which would not meet Columbia's long-term needs, Columbia concluded that this site was not feasible due to its substantial distance from the Morningside Heights campus, the Medical Center campus, and public transportation.

Educational Mixed-Use Development is proposed to meet these needs and goals, maintain the position of the City and State as international centers for higher education and research, develop the intellectual capital of their citizens and provide new employment opportunities, both directly and indirectly, to their residents.

F. Project Description

The Project would create an estimated 6.8 million GSF of building space, with just over 5 million GSF for use by Columbia for higher education purposes, including teaching, academic research, recreation, below-grade support and university housing. The remaining space would be used for energy centers, parking, storage and other supporting uses, with approximately 162,000 GSF dedicated to active ground floor uses. Approximately 4.8 million GSF of the total space would be developed above-grade on 17 development sites, with the balance to be provided below-grade – principally in the Below-Grade Facility. With world-renowned architects overseeing the Project's design, the Educational Mixed-Use Development is expected to contain a variety of building heights and shapes generally compatible with neighboring buildings and site topography that would be clustered around new public open spaces.[6]

1. Site Size & Configuration

A large, substantially contiguous site is required for the development of a modern, open, integrated urban campus. At 17 acres, the Project Site would accommodate Columbia's long-term future contemplated growth and its need for flexible, state-of-the art facilities with sufficiently large floor plates; permit parking and other infrastructure to be located below-grade within the new Below-Grade Facility; and facilitate the construction of broader sidewalks and mid-block open spaces that are essential to the creation of an urban campus that is open to the surrounding community. As the Project is implemented, it would ensure consistent, orderly, comprehensive and controlled growth throughout the 17 acres. The Project Site is also proximate to other Columbia facilities, particularly its Morningside Heights and Medical Center campuses. Such proximity would foster inter-disciplinary discourse and collaboration among

[6] Under the Rezoning, maximum building heights would range from 120 feet to 240 feet to the roofline (not including mechanical equipment).

university faculty and students, which are vital to a dynamic academic environment and to keeping New York City a vibrant center of research and intellectual energy.

Infill Alternatives

The EIS evaluated a range of alternative scenarios to the West Harlem Rezoning for development on the Project Site, including two scenarios which assumed the use of only those parcels that Columbia currently owns or controls. One of these scenarios assumed that the floor area ratio ("FAR") of the Columbia-owned or controlled sites would be 6 for community facility and commercial uses, as in the proposed Rezoning (the "FAR 6 Infill Alternative"). The other alternative, called the "Full Build Infill Alternative," considered a scenario under which Columbia's long-term needs would be accommodated on those sites without any limitation as to the FAR. Under either alternative, there would be no Below-Grade Facility because it could not be constructed without land beneath City streets and because it would be impracticable to construct slurry walls around the smaller, irregularly-shaped and discontinuous parcels not owned or controlled by Columbia.

Under these two scenarios, the number of existing industrial, warehouse and transportation buildings and uses that would remain in place on the Project Site would prevent Columbia from achieving its goal of an integrated, open, modern urban campus. The continued presence of these buildings and uses would also make it impossible to create at-grade setbacks, widened sidewalks and the contemplated major publicly-accessible open spaces. Because neither scenario could accommodate the Below-Grade Facility, there also would be increased vehicular traffic, parking and loading on City streets.

The FAR 6 Infill Alternative would provide only approximately 60% of the total program space compared to the Project, thus falling far short of meeting Columbia's stated space needs. Under the Full Build Infill Alternative, the Project Site could accommodate the construction of approximately 5.1 million GSF of program space, but only by pushing new buildings to heights far in excess of the 240 foot limit permitted by the Rezoning. Those required building heights (over 500 feet, excluding roof top mechanical equipment) would not be compatible with the surrounding community or the remaining buildings on the Project Site.

The EIS also included an Expanded Infill Alternative, which considered the extent to which Columbia's program needs could be accommodated using Columbia-owned or controlled sites and publicly-owned property (both above- and below-grade). The Expanded Infill Alternative would provide only 65% of the total program space that would be provided by the Educational Mixed-Use Development. Like the FAR 6 Infill Alternative, the continued presence of existing industrial and warehouse buildings would prevent Columbia from achieving its goal of an integrated, modern, open campus, and reduce the amount of publicly accessible open space. The Below-Grade Facility would be significantly smaller and would not provide the functionality necessary to keep most of the loading, parking, and other support facilities below grade. The limited space available on West 125th Street would preclude Columbia from achieving its goal of enlivening that street as a gateway to the new West Harlem Piers Park as well as the new campus.

None of these alternatives would provide the public benefits of the Project or meet Columbia's educational needs for an open, integrated campus possessing large floor plates for modern academic and academic research buildings, or create the open space and other public benefits which would accompany the Project.

197-a Plan Alternative

The EIS also included, at the request of Community Board 9, an alternative based on a 197-a Plan under the New York City Charter that was proposed by that Board (the "197-a Plan Alternative") to evaluate the extent to which that Plan would achieve the goals of the Rezoning, including the Project. The Community Board's 197-a Plan Alternative recognized the significant underutilization of the Project Site. The EIS used a series of assumptions developed by the New York City Department of City Planning in conjunction with the Community Board and stated that the 197-a Plan Alternative would not meet the basic goals and objectives of the Project, including the creation of an integrated modern, urban and open campus. Moreover, only approximately 31% of Columbia's program space needs could be met, and only one state-of-the-art academic research building could be constructed under this Plan.

Two variants of this alternative were also considered in the EIS: the "197-a Plan 2 Alternative" and the "197-a Plan 2 'Relaxed' Alternative". The 197-a Plan 2 Alternative

incorporated changes in the boundaries of several subdistricts within the proposed area to be rezoned (including portions of the Project Site), and modified land use and floor area requirements and design regulations in those areas. The changes would have allowed larger floorplates and higher community facility floor area, among other things. The Community Board indicated that the changes were intended to "enable Columbia to redevelop its properties to meet its needs in a manner consistent with the goals and objectives of the 197-a Plan." (EIS at page S-92.) The 197-a Plan 2 "Relaxed" Alternative would have allowed the demolition of historic structures that would be protected under the 197-a Plan 2 Alternative, thereby affording Columbia an opportunity to demolish historic structures in order to allow for the potential construction of new buildings with the large floorplates required for the Project.

The EIS concluded that both variants of the 197-a Plan Alternative described above would not meet the basic goals and objectives of the Project, including the creation of an integrated modern, urban and open campus. Although these scenarios would accommodate more space than the original 197-a Plan Alternative, the 197-a Plan 2 Alternative and the 197-a Plan 2 "Relaxed" Alternative would accommodate only 50% and 53%, respectively, of the Project's required floor area. The lack of the full Below-Grade Facility would reduce the functionality of the Project, preclude the provision of full program space, and limit the ability to create a campus environment. For example, each building would need its own parking, truck delivery docks, curb cuts, and ramps for any below-grade parking. These features – many of which would be above-grade – would be incompatible with the campus atmosphere sought by Columbia. Support services would not only need to be duplicated but the limits on below-grade space would require support services for academic research, as well as utilities, to be placed in buildings. These and similar consequences would constrain Columbia's ability to achieve its program goals. In addition, neither alternative could accommodate the uses contemplated for the first phase of the Project, as there would be insufficient space and floor area for the relocation of the Business School and the School of the Arts. Without these critical components, the integrity of the overall Project would be jeopardized.

2. Above-Grade Development

The illustrative plan for the above-grade development of the Project is set forth in Exhibit C.[7] New academic research buildings – including, for example, laboratories dedicated to neuroscience, biomedical engineering, nanotechnology, system biology and environmental sciences – are proposed primarily along the Broadway corridor on development sites ("Sites") 2, 6, 6b, 8, and 15, with two academic research sites on Sites 12 and 13. These laboratories would be operated in accordance with applicable Biosafety Level standards for clinical, diagnostic, teaching, and research facilities issued by NIH and the Centers for Disease Control and Prevention. The applicable standard would not exceed Biosafety Level 3.

New academic facilities are proposed along the West 125th/129th Street corridor (Sites 1, 3, 4 and 7) as well as on Twelfth Avenue (Sites 10 and 14), and on the east side of Broadway in portions of the Nash Building (Site 16), which would be renovated for adaptive re-use. University housing would be located on Twelfth Avenue sites (Sites 7 and 14, with such sites being shared with academic uses) and along Broadway (Sites 11 and 17), with a recreation center to be developed on Site 9, in the midblock between West 131st and West 132nd Streets.

Along West 125th Street, Broadway, and Twelfth Avenue, Project buildings would permit a range of active ground floor uses as mandated by the Rezoning, including community-oriented uses such as retail, galleries, performance spaces, community centers and daycare centers. Glazing and transparency would be required on the street walls on the lower floors of all new buildings to help connect them to the lively commercial corridor and contribute to a pedestrian-friendly approach to the West Harlem waterfront.

All new academic and academic research buildings would have large, relatively unencumbered floor plates sufficiently sized to house state-of-the-art facilities. Flexibility is required in the educational programming of the Project's new buildings due to the long build out period and the need to respond to evolving academic needs. Accordingly, Columbia would be permitted to develop Sites 7, 11, and 14 for academic and/or university housing use; Sites 6b, 8,

[7] Subsequent to the completion of the EIS and prior to the approval of the Rezoning by the City Planning Commission, Columbia refined its plans for certain sites at the request of the City Planning Commission. Those modifications were described and their environmental consequences discussed in a Technical Memorandum, dated November 26, 2007.

10, 12, 13 and 15 would be developed for academic and/or academic research uses; and Sites 6 and 9 would be developed for academic research and/or recreation use. These permitted uses are set forth in Exhibit D.

3. Below-Grade Facility

The Below-Grade Facility is a critical component of the Project. It would extend under most of the Project's development sites, approximately from the north side of West 125th and West 129th Streets to the south side of West 133rd Street and from the east side of Twelfth Avenue to the west side of Broadway, and below the intervening City streets.[8] Construction of this continuous, multi-level, below-grade structure would require extensive excavation, blasting in limited areas and the construction of slurry walls, and other foundation walls with related foundation supports and tie backs.

The Below-Grade Facility would provide multiple vertically contiguous levels of varying depth (up to approximately 80 feet) to accommodate educational, academic research, recreational and supporting uses and infrastructure. The Facility would be used to support Columbia's academic, academic research, university housing, recreation and teaching programs and the needs of other occupants of buildings in the Project Site. It is expected that the Facility would house centralized energy plants to provide heating, ventilation and air conditioning, other utility services and mechanical facilities; shops, receiving, loading, trash compaction, recycling and goods distribution facilities; parking, storage, research support facilities, recreation facilities; and other academic and shared academic research building support facilities, such as libraries, food service areas, meeting spaces, classroom and other instructional spaces, computer labs, and equipment. In addition, the Below-Grade Facility portion of West 132nd Street may be used for bus depot, public transportation and accessory uses.[9]

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[8] The Below-Grade Facility would not extend under the new buildings on Sites 1, 15, and 17 or under the existing Nash and Studebaker Buildings.

[9] Columbia may permit use of the Below-Grade Facility for utility lines, conduit, cable, equipment, etc., that is not owned by Columbia or used for the Project provided that such public utility equipment installation is required (1) for the relocation of public utilities which are located within the Project Site or (2) for public utilities, whether now providing services or which may provide services in the future to customers within the vicinity of the Project Site and with respect to which the public streets cannot reasonably accommodate the installation of such public utility

The Facility's below-grade educational and research facilities would increase the efficiency and adaptability of the above-grade spaces, while the Facility's parking and loading functions would help minimize mobile source emissions and vehicular presence on local streets and enhance the pedestrian experience at street level. Subject to an agreement with the MTA, and so long as the various legal and regulatory approvals are secured, the bus depot and parking facility, which currently occupies above-grade and some traditional below-grade space on Block 1999 may be located in a separate new below-grade facility on that parcel.

A graphical depiction of below-grade elements of the Educational Mixed-Use Development is set forth in Exhibit E, although the location of some uses may shift as Columbia's needs change over time. The approximate space allocations are expected to be constant in terms of one another.

4. Open Spaces

Columbia would construct new open spaces substantially as they are described in the EIS as each block of the Project Site is developed, even if the prerequisites to the construction of open space under the Rezoning were not then met. These new open spaces would be gateless and publicly accessible, but privately-owned and maintained, and would be integrated into the urban fabric of Manhattanville. As shown in Exhibit F, these open spaces would include widened sidewalks, midblock open spaces, a large square and two smaller, park-like open spaces. These interrelated open spaces would not be fenced, but would invite pedestrians via widened sidewalks into an open, attractive urban campus – a considerable improvement over the bleak and treeless conditions that now prevail on the Project Site, which discourage east-west pedestrian traffic, particularly after dusk. In total, Columbia would be required to create and maintain in perpetuity at its cost some 94,000 square feet of publicly accessible open space punctuated by trees, paths, landscaping and street furniture, with an additional 28,000 square feet of space for widened sidewalks.

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equipment because of space or constructability limitations. Any other forms or manner of public utility equipment installation within the volume of the Below-Grade Facility would require the City's and ESDC's express consent.

Sidewalks within the Project Site would be widened on West 130th Street; the north sides of West 129th Street and West 132nd Street; and the south side of West 131st Street and West 133rd Street to provide additional light and air to the Project Site and to enhance views from Broadway of the Hudson River and two architecturally significant transportation viaducts. Sidewalks along Twelfth Avenue would be widened by 30 feet to approximately 50 feet and would include a new walking path, landscaping and seating, as well as a market zone to accommodate kiosks and street vendors.

The proposed Educational Mixed-Use Development includes mid-block open spaces, as shown on Exhibit F, extending between West 129th Street and West 133rd Street, on the blocks between Twelfth Avenue and Broadway, that would create mid-block north-south view corridors and improve connectivity through the Project Site. Each of these mid-block open spaces would extend through the block on which it is located, from sidewalk to sidewalk, and be at least 50 feet wide at grade. In all, the mid-block open spaces would provide at least 40,000 square feet of active and passive open space, and include walking paths, trees, lawn and other amenities. In addition, an east-west open space at least 60 feet wide would be constructed east of Broadway in the midblock between West 131st and West 133rd Streets. It would extend through the whole block from Old Broadway to Broadway and would align with West 132nd Street to allow access and views to the Hudson River from Old Broadway.

A large, central public open space (the "Square") would be created just west of the center of Block 1997. The Square would be a minimum of 40,000 square feet in size (almost one acre) and would include landscaped surfaces, trees and areas for active and passive recreational use. On Block 1996, three of the Project's new buildings would be clustered around a smaller, approximately 11,700 square foot central open space (the "Small Square"), which would provide for pedestrian enjoyment and focus the new development toward West 125th Street, thereby improving the Project Site's connection to the street grid. An approximately 585 square foot open space (the "Grove") would be constructed across the street as indicated in Exhibit F. The Square, the Small Square and the Grove would be designed to complement the streetscape and provide for passive open space and seating for the public. The timing of the development of the new open spaces is discussed below in Section F.5.

5. Development of the Project Site

As described below, the Project would be constructed in two Phases over the course of approximately 25 years. Phase I would be carried out in two Stages beginning in late 2008 that would include the entire Project Site except for Block 1999.[10] Construction of Phase II would commence in approximately 2025 on Block 1999, with full build out of the Project expected to occur in 2033. The two Phases of the Project are delineated in Exhibit B.

Construction of the Project would generally move from south to north, starting on Blocks 1995, 1996 and 1997, proceeding northward, and ending on Block 1999. Each construction Stage (as hereafter defined) would begin with necessary property acquisition, relocation, above-grade abatement and remediation followed by demolition as needed for development of the Project. Excavation would occur for construction of subgrade slurry walls which would be poured around the perimeter of a particular work area. After the slurry walls were poured, soils within the construction area would then be excavated, and (if necessary) remediated, underground facilities would be constructed, followed by the construction of above-grade buildings.

The intensive and complex excavation and construction activities during Phase I require that areas of the Project Site be set aside for construction staging activities such as on-site management, truck marshalling, materials lay down and parking for construction workers. These areas would help minimize street congestion from truck traffic, reduce on-street air emissions from idling trucks and improve site safety. They would also enable trucks to assemble off-street near the construction site so that they can be called on as needed to remove fill generated by the site's excavation while minimizing idling time.[11]

Phase I, Stage 1 (2008-2015)

Phase I, Stage 1 would encompass: (i) staging and construction on Block 1995, Lots 31 and 35; Block 1996, Lots 14, 15, 16, 18, 20, 21, 23, 29, 34, 36, 50, 56 and 61; Block 1997, Lots 1, 6, 9, 14, 17, 18, 21, 27, 29, 30, 33, 34, 40, 44, 47, 48, 49, 52, 55, 56, 61, and 64; West 130th

[10] The Phases and Stages under this GPP do not coincide with the phases described in the EIS.

[11] Columbia would ensure that trucks idling in staging areas comply with on-street idling regulations.

Street and the eastern portion of West 131st Street; (ii) staging only on Block 1986, Lot 30 and Block 1998, Lots 1, 3, 6, 10, 13, 16, 24, 26, 29, 57 and 61; and (iii) renovation of the Nash building on Block 1986, Lot 65. During this Stage, it is anticipated that Columbia would proceed with acquisition, relocation, above-grade abatement and remediation, as necessary, soil excavation and any necessary remediation, construction of foundations for the Below-Grade Facility, and construction of new buildings on Sites 1, 2, 3, 4, 6, 6b and 7.

Before excavation for the Below-Grade Facility could begin, Columbia would remove any utilities in West 130th and 131st Streets, and then install the slurry walls and the tie-backs necessary to restrict the flow of groundwater and to provide lateral stability. The slurry walls and tie backs would initially be installed around most or all of Blocks 1996 and 1997.[12] During this Stage 1, it is anticipated that West 129th Street would be closed for less than six months for the installation of new utilities and that West 130th Street would be closed for up to three years. During this Stage, portions of West 131st Street would be closed for periods totaling up to three years as necessary to permit construction and staging. However, the closure of West 131st Street would not overlap with the closure of West 130th Street or any other street affected by the Project except on a temporary basis.

The newly constructed facilities during this Stage would permit Columbia to house academic and academic research programs in need of space while fostering the inter-disciplinary collaboration among faculty and students in the different fields of study co-located in the new space. The five buildings to be built in this Stage shall include space for the Jerome L. Greene Science Center for Columbia's Mind, Brain and Behavior Initiative;[13] the Columbia Business

[12] The exact location of the west and north sides of the slurry walls and the depth of the slurry walls cannot be ascertained until further engineering studies are completed; however, the construction of the initial portion of the slurry walls would necessitate the relocation of utilities located under the street bed and could require the acquisition of subgrade property (and/or tie back easements) on the north side of West 131st Street and below adjacent streets.

[13] The Jerome L. Greene Science Center would include laboratories in which Columbia's scientists would explore the causal relationship between gene function, brain wiring, and behavior, research which would have implications for the treatment of brain illness—probing the root causes of neurodegenerative diseases, such as Parkinson's and Alzheimer's, and motor neuron diseases, among others—and which would also assist in decoding disorders of mood and motivation, cognition and behavior, such as autism, dementia and schizophrenia. The Science Center would establish an educational outreach facility and clinical programs with a focus on childhood developmental disorders and diseases of the aging brain. Currently one in eight people age 65 years and older has Alzheimer's; half of those 85 and older have it. By 2011, as millions of baby boomers turn 65, Alzheimer's and dementia are projected to become the most significant public health problem for this nation.

School, the School of the Arts, and the School of International and Public Affairs. Three of these buildings would be clustered around the Small Square and the Grove that would also be constructed during Stage 1. Construction of new buildings on Sites 6 and 6b would extend into the next Stage, with their completion scheduled to occur no later than 2020. Renovations to allow for the reuse of the Nash Building on Site 16, which is located on the east side of Broadway north and east of these sites, is scheduled to begin in 2014.

Phase I, Stage 2 (2016-2025)

Phase I, Stage 2 is expected to commence in or about 2016 with site acquisition and occupant relocation to permit construction and staging on Block 1987, Lots 1 and 7; portions of Block 1987, Lot 9; and Block 1998; and beneath West 132nd Street and the western portion of West 131st Street. During this Stage, renovations would continue on the Nash Building and it is anticipated that remaining buildings on Block 1998 (except the Studebaker Building) would be emptied, abated, remediated and demolished. Development of the Below-Grade Facility would then progress northward, requiring the extension of the slurry walls and associated tie backs to connect with the slurry walls installed earlier. During Stage 2, West 131st Street and West 132nd Street may be closed to pedestrians and vehicle traffic to permit staging and construction, however one traffic lane in either West 131st Street or West 132nd Street would remain open at all times (except on a temporary basis). Acquisition, relocation and development on Site 17, along with a new off-site community facility immediately to the east of that site, are also expected to occur during Stage 2.

Construction during the two Stages of Phase I would require the relocation of utilities located under the street beds, and the possible acquisition of subsurface easements for tie backs or foundation support in advance of acquisitions of properties located on the northerly sides of West 131st and West 132nd Streets to support construction of the slurry wall. Thus, although a parcel required to be vacant for Stage 2 may not be acquired prior to 2016, subsurface easements to support foundations or the slurry wall to be constructed as part of Stage 1 may be required under certain Stage 2 properties prior to 2016. Similarly, subsurface easements may be required under Block 1999 prior to 2025 to facilitate the Stage 2 work. However, it is anticipated that no two streets would be closed at the same time, except on a temporary basis (i.e., hours) to permit necessary below-grade utility work.

Phase II and Project Build-Out (2025-2033)

Construction of Phase II is expected to commence in 2025 and would encompass all of Block 1999. During this Phase, it is anticipated that any remaining buildings on Block 1999 would be emptied, abatement and remediation would occur, with portions of this Block to be used for staging. During Phase II, development of the Below-Grade Facility would progress northward, the MTA bus depot and parking facility would be relocated underground and new buildings on Block 1999 (Sites 11, 12, 13 and 14) and on Block 1986 (Site 15) would be constructed. During periods of time in Phase II, West 132nd Street would be closed to pedestrians and vehicle traffic to permit construction and staging.

Timing of Development of Open Spaces

The development of the public open spaces would take place in conjunction with the development of each block. Columbia's obligation to create open space in Stage 1 would be triggered upon the commencement of demolition, excavation or construction activities in furtherance of the Project for Stage 1 after required acquisitions and delivery of vacant possession by ESDC in furtherance of the Project in connection with that Stage. Substantial completion of the Project's open space would be tied to the issuance of a temporary certificate of occupancy ("TCO") for the above-grade portions of adjoining buildings, unless required sooner under the Rezoning.

On Block 1995, the Grove would be substantially completed within one year after a TCO has been issued permitting the occupancy of one or more floors in the newly constructed building on Site 1. On Block 1996, the Small Square and adjacent midblock open area would be substantially completed within one year after TCOs are issued for a floor in each of the new buildings on Sites 2, 3 and 4. On Block 1997, the Square would be substantially completed within one year after a TCO is issued for the new building on Site 7, and the adjoining midblock open area would be substantially completed within one year after a TCO is issued for a floor in the new building on Site 6b. Barring uncontrollable circumstances, the Square would be open to the public prior to the commencement of above-grade construction of any new building in Stage 2.

Columbia's obligation to create open space in Stage 2 would be triggered upon the commencement of excavation or construction activities in furtherance of Stage 2 after acquisitions by ESDC required to effectuate that Stage. The midblock open area on Block 1998 would be substantially completed within one year after a TCO is issued for occupancy of a floor in the new building on Site 9. The midblock open area on Block 1999 would be substantially completed within one year after a TCO is issued for occupancy of a floor in each of the new buildings on Sites 12 and 13. Finally, an "East/West Open Area" would be substantially completed in accordance with the Rezoning prior to any occupancy of the new building on Site 15.

6. Environmental Sustainability

Columbia would design, build and operate the Project's residential and academic buildings to achieve a minimum Leadership in Energy and Environmental Design ("LEED") v. 2.2 Silver Certification (or its equivalent) from the United States Green Building Council ("USGBC"). Although current USGBC standards for sustainability may not be directly applicable to laboratory facilities or to large scale developments taking place over many years, Columbia would undertake good faith efforts to apply multi-building development criteria and would, where practicable, incorporate any relevant new standards into current and future stages of the Project's development. To the extent practicable, Energy Star appliances would be used in all Project buildings as would appropriate technologies to mitigate heat island effects and reduce storm water runoff.

Columbia participates in Laboratories for the 21st Century ("Labs21"), a cooperative program of the U.S. Environmental Protection Agency and the U.S. Department of Energy intended to improve the energy efficiency and environmental performance of laboratories. During the construction and operation of the Project's academic research facilities, Columbia would design, build and operate new academic research buildings in accordance with Labs21 guidelines.

Columbia has agreed to exercise reasonable efforts to reduce its greenhouse gas emissions by 2017. Other environmental sustainability measures incorporated into the Project include Columbia's commitment to (1) commission all newly constructed buildings to ensure

optimal system performance in accordance with applicable LEED certifications; (2) establish a $10 million revolving fund to encourage use of energy efficiency measures relating to building components and operations on the Project Site different from or which exceed the LEED commitments made by Columbia in connection with this GPP; (3) reduce energy consumption in all new construction and major renovations as compared with the requirements in the New York State Energy Conservation Construction Code; (4) adopt measures to reduce air emissions during the construction period that would surpass those specified in New York City Local Law No. 77 of 2003, including the use of ultra-low-sulphur fuel in nonroad vehicles and nonroad engines; (5) use the best available technology to control emissions of particulate matter during construction; and (6) monitor the use of such measures and technologies by all contractors and subcontractors.

7. Land Use Controls & Enforcement

Redevelopment of the Project Site would be regulated principally by the City's Rezoning and the GPP. The Rezoning would be enforced by the City and would govern and control significant features of the Project, including urban design, maximum building heights and envelopes, open space, and permitted uses. Additional requirements with respect to development and operation of the Educational Mixed-Use Development are set forth in this GPP and include, but are not limited to, the following:

(i) Building Uses. The primary above grade uses for new buildings on the Project Site would be limited to academic, academic research, university housing, recreation, as set forth in Exhibit D, and the retail and other active ground floors uses permitted by the Rezoning. Columbia would not permit occupancy of the Project Site for the conduct of scientific research as a commercial enterprise, provided that Columbia may engage in activities ancillary to academic or academic research activities or programs and may realize the benefit of intellectual property resulting from the conduct of academic or academic research activities or programs.

(ii) Below-Grade Uses. The Below-Grade Facility would be used for academic, academic research, recreation, and supporting uses, as set forth in Section F.3 above. Supporting uses permitted in the Below-Grade Facility would include

central energy plants to provide heating, ventilation, and air conditioning; academic research support facilities; parking and loading facilities; and storage space.

(iii) Maximum and Minimum Development Ranges. The Project would not exceed a zoning floor area of 4,417,956 square feet. Maximum and minimum GSF for above-grade development would be specified for use categories, as set forth in Exhibit G, to ensure a balance among these uses.

(iv) Rehabilitation of Nash Building. Renovation for adaptive reuse of the architecturally and historically significant Nash Building for higher education or supporting uses would be required.

(v) Environmental Sustainability. The design, construction and operation of the Project would comport with the environmental sustainability measures set forth in Section F.6. To ensure that design and construction would achieve LEED certification when the buildings are completed, Columbia has retained a LEED consultant who serves as a member of the Project's design team. Columbia would also retain an independent, third-party monitor to oversee, on behalf of ESDC and the City, the design of buildings to achieve the requisite LEED design measures. The independent monitor would also oversee Columbia's compliance with Project components relating to the environment and mitigation measures (all as set forth in the EIS), as well as other commitments set forth in this GPP. The independent monitor would be an entity that is jointly acceptable to ESDC and the City, with all associated monitoring costs to be borne by Columbia.

Compliance with the GPP, including these requirements, would be enforced in accordance with a Declaration of Covenants and Restrictions that would be recorded against each Project Site parcel and run with title to the land. Upon affirmation of the GPP and prior to the commencement of construction, the Declaration of Covenants and Restrictions would be recorded by ESDC effective immediately as to all property in the Project Site then owned by Columbia, and would become effective as to each additional parcel as and when acquired by Columbia or ESDC. The obligations of Columbia to adhere to the terms of the Declaration of

Covenants and Restrictions would be enforceable solely by the City (or its designee) and/or ESDC.

Nothing in this GPP shall be deemed to reduce or detract from Columbia's obligations under any agreement entered into by Columbia with the West Harlem Local Development Corporation or any other obligations which are imposed in connection with the Rezoning or under the Declaration of Covenants and Restrictions. Construction of all aspects of the Educational Mixed-Use Development, including securing all permits and approvals, would be subject to and conform to the New York City Building Code.

G. Project Site Conditions

Except for the Studebaker and Nash Buildings, the Project would provide for the clearance of existing buildings within the Project Site -- now mostly dilapidated auto related repair shops and warehouses -- for the reconstruction and rehabilitation of the area with modern higher educational facilities and a mix of supporting uses, including recreational facilities and public open spaces.[14] The Project would create a modern, open, integrated, urban campus that would be part of the fabric of the local community and would advance higher learning, while revitalizing the Project Site's streetscape and providing new opportunities for active and passive recreation.

Of the 66 lots on the Project Site, approximately 60% or more of the lots have one or more substandard, unsafe, insanitary or deteriorated conditions thereon, including exhibiting critical and poor physical condition, a vacancy rate of 25% or more, and a utilization rate of 60% or less. Approximately 87% of the buildings on the Project Site were built more than 50 years ago and some 16% of the buildings on the site were constructed more than a century ago. For many generations, the area has been largely used by diverse owners for automotive sales, automotive repair, storage warehouses and light industrial uses. Currently 31% of the businesses are auto related. The high percentage of lots with deteriorating, insanitary and/or underutilized property conditions indicates that the Project Site has been suffering from long-term poor maintenance and disinvestment. These conditions are described in detail in the neighborhood

[14] As noted in footnote 2, the Studebaker Building is not part of the Project. This GPP requires the Nash Building to be renovated.

conditions reports prepared in connection with this Project. The current bleak conditions in this area are and have been inhibiting growth in West Harlem and preventing the integration of the site into the surrounding community. At present, pedestrian street level activity is minimal within the Project Site, particularly after dusk, and discourages the use of the West Harlem Piers Park by residents of areas east of Broadway. Judged by typical measures of urban land utilization - build densities and vacancy - the Project Site is underutilized, particularly compared to other areas of Manhattan. The proposed Project would remove these blighted conditions.

H. Site Acquisition & Occupant Relocation

1. Site Acquisition

The Project Site consists of 66 tax lots. As of June 15, 2008, Columbia either owned or had contracts to purchase 53 of these lots, representing over 80% of the lots on the Project Site. The City owns four lots, two of which are leased to MTA for public transportation purposes (Block 1999, Lot 1 and Block 1997, Lot 6) and two of which are operated by the City's Department of Housing Preservation and Development ("HPD") in connection with its Tenant Interim Lease Program (Block 1998, Lot 38 and Block 1999, Lot 33) (the "HPD Lots"). The lots owned or controlled by Columbia together with the City-owned lots comprise over 85% of the Project Site area. Con Edison owns one lot (Block 1998, Lot 49) (the "Con Edison Lot"), which it uses for public utility purposes. Ownership and control of the lots is illustrated in Exhibit B.

Columbia continues to negotiate to acquire the properties within the Project Site that are not under its ownership or control. ESDC may assemble the Project Site as more fully set forth below through its statutory powers under the UDC Act, including the exercise of the power of eminent domain, in compliance with law, and pursuant to the EDPL, which would require a public hearing and a decision to go forward with such acquisitions. However, ESDC shall not exercise its eminent domain power to acquire the Project Site's seven residential properties, described in Section H.2. below, at any time while they remain occupied by residential occupants. ESDC shall not exercise its eminent domain power to acquire possession of any other legal residential unit not in such seven residential properties prior to 2018. The relocation efforts described below are expected to result in the voluntary relocation of all residents before the property housing those residents is needed for Project development.

Any such acquisition by ESDC would be considered in stages as necessary or appropriate in ESDC's discretion to carry out the development of the Project. ESDC (directly or through a special purpose subsidiary) would hold fee title to such parcels acquired by it prior to transferring such properties to Columbia for Project purposes in accordance with Section 6 of the UDC Act (Unconsolidated Laws § 6256). Provided ESDC would transfer vacant possession of a parcel to Columbia within three years of its acquisition from a third party by eminent domain, Columbia would within seven years of the date of the transfer to Columbia demolish existing structures or commence excavation on such parcel.

During Phase I of the Project, ESDC would acquire Phase I properties at the Project Site by condemnation, including all parcels described above as included within Phase I, or any interests therein, but excluding (1) the Con Edison Lot, so long as it continues to be used for public utility purposes; (2) Block 1997, Lots 29 and 48, so long as they continue to be used for religious purposes; (3) the City-owned parcel currently used by MTA on Block 1997, Lot 6; and (4) the HPD Lot on Block 1998.

During Phase I, Stage 1, ESDC would acquire through eminent domain the portions of the Underground Streets Area which are needed for the construction and development of the Below-Grade Facility in Stage 1. During Phase I, Stage 2, ESDC would acquire through eminent domain the portions of the Underground Streets Area which are needed for the continued construction and development of the Facility in Stage 2.

During Phase II, ESDC would acquire through eminent domain the remainder of the Underground Streets Area which are needed for the completion of the Below-Grade Facility. Also during Phase II, ESDC would also acquire any remaining parcels on the Project Site not owned by Columbia and any interests in properties owned by Columbia as may be necessary to further Project purposes, but excluding: (1) the Con Edison Lot, so long as it continues to be used for public utility purposes; (2) Block 1997, Lots 29 and 48, so long as they continue to be used for religious purposes; and (3) the seven residential properties described in Section H.2. below, while they remain occupied by residential occupants. ESDC may acquire subsurface easements for tie backs on these parcels that have no impact on such uses.

Acquisition of the City-owned lots is expected to occur pursuant to Section 14 of the UDC Act (Unconsolidated Laws § 6264) rather than through condemnation. Any acquisition of the HPD Lots or the City-owned parcel currently used by MTA on Block 1997, Lot 6 could occur at any time after the lots become vacant, and then such acquisition would be pursuant to Section 14 of the UDC Act. Subject to the agreement of the MTA and so long as the various legal and regulatory approvals are secured, ESDC would consider the acquisition of City-owned parcels used by MTA.

Should ESDC decide to undertake any acquisition, Columbia would reimburse all of the costs, liabilities, claims, legal fees and expenses arising from, or in any way associated with or related to such acquisitions, any operation or management of any property so acquired; including, without limitation, any additional expert fees, costs, awards, charges, or expenses ordered by the condemnation court or agreed to by ESDC in good faith in any settlement of any claim against ESDC. Columbia would post letters of credit in amounts satisfactory to ESDC prior to the commencement of any eminent domain proceedings, and any such larger amount as the condemnation court may thereafter deem appropriate. In addition, Columbia would pay the cost of relocating any utilities located on the Project Site (including those above and within the Underground Streets Area) to the extent the cost is not paid by the affected utility company or other third parties.

Upon ESDC's acquisition of any property interest in the Project Site, the reimbursement by Columbia of all of ESDC's cost of acquiring the same, at the option of ESDC, the payment of all fees, claims and expenses incurred or accrued by ESDC, and ESDC's securing full possession thereof, ESDC would convey and release such property interest to Columbia by deed without any grantor's covenants subject, however, to the Declaration of Covenants and Restrictions discussed herein. In any event, any costs, liabilities, and expenses of acquiring any interest in the Project Site, holding or having title thereto and of relocating its occupants regardless of how, the manner of acquisition or when any such interest was so acquired, would be borne solely by Columbia or third parties, without any cost, liability or expense, direct or indirect, to ESDC.

2. Residential Occupants

The Project would require the relocation of a reported 298 occupants of approximately 135 dwelling units. All but ten of the 135 dwelling units are located north of West 131st Street on the following seven residential properties:

- Four lots (Block 1999, Lots 29, 30, 31 and 32) (the "Four Lots") that are owned and being operated by not-for-profit corporations charging below market rents for the apartments pursuant to regulatory agreements.
- The two HPD Lots.
- One lot (Block 1999, Lot 36) (the "Seventh Lot") that is privately owned and is under contract to be sold to Columbia. The current owner of the Seventh Lot charges below market rents pursuant to federal and City regulatory agreements which expire in 2015 and 2029, respectively, and which will bind Columbia when it acquires title

The Four Lots and the HPD Lots

Columbia would cause the construction of new housing to replace 75 residential dwelling units in the Four Lots and the HPD Lots that are required for Project purposes plus a minimum 10% additional housing units. These new housing units, a minimum of 83 total, would be completed in a timeframe acceptable to HPD, but in no case later than 2025. Columbia has been negotiating for the acquisition of the properties containing the 75 existing residential units on the Project Site and the voluntary relocation of their occupants to new, affordable units to be constructed in the vicinity of the Project Site that are equal to or better than the current housing. If such negotiations are successful, a total of approximately 104 dwelling units would be constructed.

The new units would be provided by Columbia, subject to funding by HPD from HPD programs for the additional units with respect to the Four Lots. In the case of additional units attributable to the HPD Lots, Columbia's funding of the additional units for the HPD Lots would be reimbursable from the sale by Columbia of those incremental units to third parties at prices meeting the requirements of applicable regulatory programs. If Columbia acquires the Four Lots

and the HPD Lot located at 3289 Broadway before they are needed for the Project, in the interim, Columbia would use those lots for university housing or other academic uses. Commercial use of these lots would be prohibited during this interim period, except for the existing ground floor retail space.

Columbia (or its designee) owns replacement sites, selected in cooperation with the two current, not-for-profit owners of the Four Lots, for the construction of units to replace the housing on the Four Lots. Upon Columbia's completion of the replacement units for the Four Lots, the new buildings would be transferred to the owners in exchange for title to and vacant possession of the Four Lots. Upon completion of these new buildings, the subsidies (to the extent permitted by law) and regulatory regimes would be transferred from the existing buildings on the Four Lots to the new buildings.

Columbia also owns a replacement site, selected in consultation with HPD and meeting HPD's criteria, for the construction of units to replace the housing on the HPD Lots. The occupants of the HPD Lots who participate in the City's Tenant Interim Lease program would be offered ownership units through one or more newly-formed tenant cooperatives at no expense to HPD and at no expense to the tenants beyond the $250 purchase price.

The Seventh Lot

The Seventh Lot is under contract for purchase by Columbia. This building is not required for Project purposes until 2029, when both of the regulatory programs currently applicable to this building will have expired. Upon no less than one year's notice, Columbia will relocate the occupants of the Seventh Lot to equal or better housing which substantially replicates the affordable housing regulatory regime or payment, including rent stabilization, being provided to them at the time relocation occurs. In addition, for a 10-year period beginning in 2029, Columbia has committed to create 50 affordable housing units within the local community. These units would be made available to income eligible persons from the local community who are unaffiliated with Columbia, with tenants who occupy the Seventh Lot having the first option to move into such units.

Supplemental Relocation Assistance Program

Relocation assistance would be provided to all residential households on the Project Site that would provide for moving services and expenses, relocation payments, and referrals to alternative housing, all of which would be paid for by Columbia. Moving services and expenses would include payment for the cost of the physical move, the transport of personal property to the replacement housing location, labor and material, insurance and storage as necessary. A relocation consultant would bid out all moves and would select the lowest reasonable and responsible bid from a professional mover. If a residential occupant instead chooses to conduct a "self-move," that household would receive a payment when such unit is vacated equal to the moving costs of the amount that would have been paid to the mover selected through a bid process. A one-time relocation assistance payment of $5,000 per household would be made available to each residential household to assist it in meeting additional expenses encountered in establishing new living quarters, such as telephone, cable and other utility hook-up charges, new return address labels, etc. This payment, which would be adjusted to the relocation date based on the Consumer Price Index, is intended to compensate occupants for the inconvenience of having to move and to encourage them to vacate their units as quickly as possible

For the occupants of the Seventh Lot and those occupants of the Four Lots and the HPD Lots who have endeavored to participate in the plans outlined above but whose relocation has not been successful, the relocation program would also include referrals to alternative housing. This assistance would help residents identify affordable housing alternatives that are at least as good as their existing dwellings, are decent, safe and sanitary, and have generally equal or better access to their jobs, public facilities and commercial amenities. Replacement housing would be offered in the vicinity of the Project Site or other comparable locations. A professional relocation specialist would meet with residential occupants to assess their particular housing needs and to assist them in finding replacement housing. A real estate broker's services would be made available to them at no charge.

3. Non-Residential Occupants

Approximately 85 known private businesses would be displaced by the Project. Those displaced businesses include businesses which own their building, tenants in such buildings, and

subtenants. Assuming Columbia has not previously provided for the relocation of commercial occupants at the time their parcels would be needed for the Project, a relocation consultant would provide commercial occupants with relocation assistance, including locating and showing available commercial space and providing information about private brokers located throughout the City.

The relocation plan would provide for the cost of the physical move, including the cost of transporting personal property to the replacement site, insurance and storage as necessary. ESDC or the relocation consultant would bid out any such moves and select the lowest reasonable and responsible bid. Moving costs would be paid when the space is vacated. Columbia would provide additional funding to commercial occupants, up to $20,000, for other reasonable costs commonly associated with relocation, including the cost of relettering or replacing signs, replacing stationery and reinstalling telephone lines or other existing communications equipment. The $20,000 would be adjusted to the relocation date based on the Consumer Price Index.

Pursuant to their wishes, and with their consent, Columbia would fund the relocation of other non-residential occupants displaced by the Project, including religious, public utility and public transportation facilities. The two churches would voluntarily relocate during Phase I. Columbia would also fund the relocation of the cooling facility on the Con Edison Lot, the MTA bus depot and parking facility (Block 1999, Lot 1) and the MTA service shop (Block 1997, Lot 6) to the extent their relocation is not paid for by third parties.

As with the relocation of residential occupants, all costs and expenses in connection with the relocation of the Project Site's non-residential occupants would be reimbursed by Columbia or by third parties, but not paid for by ESDC.

I. Project Financing

The estimated cost for the remaining acquisition and construction of the Educational Mixed-Use Development is $6.28 billion (exclusive of financing costs). A summary and breakdown of those costs is provided below.

Cost	Amount[15]
Acquisition -- City and public utility property	$42,000,000
Acquisition -- private residential & commercial property not owned/controlled by Columbia	$38,000,000
Development (hard & soft costs)	$3,900,000,000
Infrastructure (including slurry walls & below-grade support)	$2,300,000,000
Total	$6,280,000,000

Development costs include construction costs for all above-grade structures, including all buildings, fit-out, building utilities, open spaces and recreational facilities and sidewalk work. Infrastructure costs include construction costs for all below-grade structures including the slurry walls, foundations, parking, central utilities, loading docks, academic research support space, and storage. The acquisition costs for remaining residential and commercial property on the Project Site is based on estimates of those properties' fair market value assuming the increased FAR in the Rezoning. Maintenance and upkeep of the Project is expected to cost approximately $70 million annually.

During the ten year period from fiscal year 1997 through 2006, Columbia invested an average of $230 million per annum in capital expenditures (measured in current dollars). The capital expenditures in Columbia's most recently completed capital plan were funded 55% from Columbia sources such as gifts and operating balances, and 45% from debt. Based on this history of capital investment, Columbia modeled financial performance through the build out of the Project. This model assumed the same proportion of debt sources and non-debt sources (gifts and operating balances), and assumes a conservative 9% growth rate of its endowment, far less growth than Columbia achieved between 1997 and 2006. Columbia also conservatively assumed that it would not undertake any capital campaigns in the future, but that the cash income would

[15] The cost estimates are in current (2007) dollars.

be derived solely from the existing endowment ($7.1 billion as of June 30, 2007) and the current $4 billion capital campaign.[16]

Even with these assumptions, Columbia projects that it would have more than adequate funds available to provide for the acquisition, construction and long-term upkeep and operation of the proposed Educational Mixed-Use Development including any adjustment for inflation. Columbia's cash flow projections indicate that its net operating results would be positive throughout the construction period. Moreover, Columbia's model and its projection of key balance sheet ratios, including the "Expendable Resources-to-Debt" ratio, indicate that it would be able to maintain a strong debt rating and minimize the cost of debt financing.[17] As previously noted, ESDC would not fund or be responsible for any portion of Project financing or costs, including, without limitation, any cost or expenses associated with any transfers made by ESDC to Columbia of property acquired by ESDC.

J. Economic Impact

The Educational Mixed-Use Development would have a significant beneficial impact on the State, City and local economies through the introduction of thousands of new, long-term construction jobs and the permanent addition of new private sector jobs for the ongoing operation of the Project's educational facilities and supporting uses. These jobs are expected to generate millions of dollars in State and City revenues annually, both during the construction period and after the completion of the Project.

Construction Jobs

Columbia anticipates constructing approximately 1.4 million GSF of new facilities by 2015 and an additional approximately 5.4 million GSF by 2033. Over the course of the build out, construction of the Project would generate over 14,000 construction jobs in the State and, along with related employment, would generate over a billion dollars in personal income for New Yorkers. The present value of tax revenues derived from construction expenditures and

[16] Columbia has indicated that its current capital campaign is on track to meet or exceed its $4 billion goal. This includes a $208 million gift earmarked for construction of the Jerome L. Greene Science Center to be constructed on Site 2.

[17] Columbia's debt is currently rated AAA.

total personal income of persons employed during this period is estimated to total $122 million for the State and $87 million for the City.[18]

Permanent Private Sector Jobs

The Educational Mixed-Use Development would also create thousands of new private sector jobs both from the permanent operation of Columbia's educational facilities and from the operation of a mix of private commercial and community ground floor uses. Employment in these areas is expected to ramp up over the construction period as the different stages of the Project are completed. New Columbia jobs in teaching, academic research and administration would be created ranging from entry level (e.g. unionized clerical support, food service, facilities management and public safety), to mid-level and professional (e.g. financial services, engineering, medical services and information technology), to senior executive and management positions. Each of the full-time Columbia jobs would come with a complement of medical, education and retirement benefits.

Ongoing operation of the Educational Mixed-Use Facility would also solidify Columbia's role as the City's seventh largest and one of its most stable private sector employers, and a major employer in the surrounding community. By 2033, after construction is scheduled to be completed, Columbia is expected to directly employ approximately 6,000 people at the Project Site, while others would be employed providing retail and neighborhood services within the Project's active ground floor uses. For the period 2008-2033, personal income generated by these jobs and other Project-related employment is valued in excess of $2 billion dollars, with revenues to State and City coffers estimated to total $168 million and $74 million, respectively, in 2007 dollars. It is anticipated that by 2033 the active ground floor uses, by themselves, would generate almost double the real property taxes that were generated by the Project Site in 2004-5.

[18] Personal income and tax revenues were projected utilizing an economic model developed by Regional Economic Models, Inc. ("REMI"). This is a different model from the economic model used in the preparation of the EIS. The REMI model discounts future cash flows to their present value in 2007 dollars, regardless of the year the cash flow occurs. REMI addresses the time value of money, *i.e.*, a cash inflow that occurs sooner is valued more highly than the same cash flow that occurs later. Accordingly, the REMI economic projections differ from those in the EIS which do not account for the time value of money.

K. Site Investigation & Hazardous Materials

Potential contaminants identified in the Project Site would be remediated as part of the proposed Educational Mixed-Use Development. The Project Site has been utilized for over 100 years for manufacturing and light industrial purposes, with many of the parcels containing automobile garages, repair shops, filling stations and numerous underground and above ground petroleum storage tanks. The Project Site currently also houses warehousing, gas stations, repair shops and transportation and utility uses, including the MTA bus depot and parking facility. As a result of these uses, contaminated materials are present on the surface or in the subsurface. A preliminary environmental site assessment was prepared for the Project area to assess the potential for hazardous or contaminated materials in buildings, soil and groundwater as a result of past or current uses. The assessment included each lot in the Project Site. In addition, Phase II Environmental Site Assessments were conducted on lots owned or controlled by Columbia that are representative of historic and current uses in the Project area. Environmental testing results, which are reflected in the EIS, indicate the presence of hazardous materials that are likely to be associated with urban fill material, as well as petroleum and related byproducts in localized areas.

The contaminants on or under the Project Site would be remediated consistent with a Remedial Action Plan approved by the New York City Department of Environmental Protection ("NYCDEP") and, for parcels involving a release of petroleum, by the New York State Department of Environmental Conservation ("NYSDEC"). Remedial and construction activities would be undertaken pursuant to a Construction Health and Safety Plan, also approved by NYCDEP and in certain cases NYSDEC. These remedial activities would be mandated and enforced through NYCDEP restrictive declarations for those properties owned by Columbia or through New York City's E-designation process for other properties within the area rezoned by the City.

L. Certain Local Law Will Not Apply to Project Actions

The Educational Mixed-Use Development would preserve the surface street grid through the Project Site. The surface of streets and the space extending to a depth of approximately 8 or 10 feet below the street surface would continue to be and function as mapped and open streets except during certain street closures during the construction of the Project. The installation of

structural supports such as slurry walls, underpinning and tie-backs associated with the Project's below-grade components and the permanent location of the Project within the Underground Streets Area would be located in City streets. To the extent the Project would require the elimination of portions of mapped streets below grade for any slurry walls, the easements relating to the construction of the slurry walls or related tie backs and below-grade supports, as described above, and for the permanent location of portions of the Below-Grade Facility underneath those streets, it would be inconsistent with the City Map.

The Project contemplates the acquisition by ESDC of property from the City for purposes of Project implementation. It is proposed that ESDC acquire below grade portions of streets within the Project Site through uncontested condemnation. The Project also anticipates voluntary conveyances being made by the City to ESDC pursuant to Section 14 of the UDC Act of four City-owned lots within the Project Site, as described elsewhere in this GPP.

Voluntary transfers of property by the City and amendment of the City Map to eliminate portions of City streets necessary for Project implementation, without involvement by ESDC, would require compliance with Sections 197-c and 197-d (Uniform Land Use Review Procedure) and Sections 198 and 199 (City Map) of the New York City Charter. These Sections require precise identification of the below grade volumes involved, which information will not be available until Project design is further advanced. Compliance with these provisions of the City Charter would then interrupt Project implementation for a substantial period of time. Involuntary transfers of property by the City, such as are contemplated for the Underground Streets Area, and voluntary transfers pursuant to Section 14 of the UDC Act, do not require compliance with the otherwise applicable provisions of the City Charter. Any such acquisitions and transfers of property shall be necessary and convenient for ESDC's purposes.

Compliance with ULURP, to the extent that it might be deemed applicable to any aspect of Project implementation, and with the City Map, would result in a multiplicity of reviews, delayed implementation of the Project and its public benefits and needless duplication of the ULURP process that has already been conducted. The proposed Project has already received substantial public disclosure and involvement through the ULURP process that was conducted for the Rezoning, with additional public review being provided in connection with the approval of this GPP. Given the opportunity afforded the public to participate in connection with the

Rezoning and related environmental review, and the further opportunity provided by the GPP approval process, no additional public purpose would be served by the delay that would be associated with compliance with Sections 197-c, 197-d, 198 and 199 of the New York City Charter in connection with Project implementation such that compliance with these provisions would be impracticable and infeasible.

M. Environmental Review & New York City Approval of the Rezoning

Pursuant to SEQRA and City Environmental Quality Review, the New York City Planning Commission, as lead agency, required the preparation of an EIS to examine the potential environmental impacts of the Rezoning, including the Educational Mixed-Use Development. A Notice of Completion of the draft EIS was issued by the City Planning Commission on June 15, 2007 and Columbia's ULURP application for the rezoning of the 35 acres in Manhattanville, including the Project Site, was certified by the Commission on June 18, 2007. The draft EIS was made available for public review and comment as required by SEQRA in connection with both the review process for this GPP and the review of the Rezoning under ULURP. The City Planning Commission held a public hearing on the ULURP application and draft EIS on October 3, 2007, and accepted written comments until October 15, 2007. Public comments were considered by the lead agency in the preparation of the final EIS, for which a Notice of Completion was issued by the City Planning Commission on November 16, 2007. ESDC participated in the environmental review process as an involved agency. The City Planning Commission approved the Rezoning on November 26, 2007. After a public hearing held by the City Council on December 12, 2007, the Council approved the Rezoning on December 19, 2007. Final action on the GPP would not be taken by ESDC's Directors unless and until ESDC has made findings in accordance with SEQRA and other applicable laws.

N. Project-Related Civic Benefits

Columbia has committed to develop, fund and implement a number of initiatives in connection with the Project which will coordinate and link Columbia's long-term growth with providing tangible benefits to the local community on various levels. While various community benefits are interspersed under the various topics in this GPP, set forth below are a number of such initiatives.

1. Civic Facility Improvements

Columbia would fund and implement certain infrastructure improvements to address the needs of the local community.

a. I.S. 195 Playground. Columbia would fund $500,000 for playground and school-yard enhancement at Roberto Clemente I.S. 195 (located just north of the Project Site).

b. 125th Street IRT Subway Station. Columbia would upgrade the E101 and E102 escalators at the 125th Street IRT Subway Station located on the west side of Broadway, south of West 125th Street, to 40-inch treads and replace the enclosures around the escalators.

c. Wireless Internet Access. Columbia would provide free wireless internet access throughout its network of open spaces in the Manhattanville in West Harlem Project Site, phased in as TCOs for adjacent Project Site buildings are issued, and, if feasible, as well as to the West Harlem Piers Park. All such access would continue for a 25-year period from commencement of providing full internet access to the open spaces.

d. Viaduct Improvements. Consistent with an agreement with the City, Columbia would fund viaduct lighting maintenance and electricity for lighting of the MTA viaduct at the intersection of West 125th Street and Broadway and the Riverside Drive viaduct at the intersection of West 125th Street and 12th Avenue through 2033.

e. West Harlem Piers Park. Columbia has agreed to provide to the City's Department of Parks and Recreation funds for staff and enhanced services for the West Harlem Piers Park, which payments commenced in 2008 and shall extend 24 years thereafter. Such funds shall be in the initial annual amount of $500,000, escalating at 3% annually.

f. Shuttle Bus Service for the Elderly and Disabled. Commencing with approval of the Project by the Public Authorities Control Board ("Final Approval"), Columbia would provide a shuttle bus service complying with ADA specifications to connect the Project Site to subway stations at 116th Street and Broadway, 125th Street and Broadway, 168th Street and Broadway and Harlem Hospital Center. The shuttle bus service would be provided free of charge to members of the public who are disabled or who are senior citizens, including their attendants. The shuttle bus service would run on a regular schedule throughout the day every weekday except State and Federal public holidays. If during this period the IRT subway station located at 96th Street and Broadway is made ADA accessible, Columbia would provide shuttle bus service to connect this station to the locations above. The shuttle bus service would be provided through 2033, but may be discontinued if and when the 125th Street IRT station becomes ADA accessible.

2. Community Access to Columbia Facilities

Columbia would provide access to its facilities to persons from the local community.

a. Access to Newly Constructed Columbia Swimming Facilities. Commencing with issuance of a TCO for the portion of the new building which will house the new swimming facility on the Project Site, Columbia would offer access to its new swimming facilities proposed as part of the Project to the physically disabled and to a local swim team or club for two hours each weekday evening. Every Sunday afternoon year-round, Columbia would also offer a four-hour "family swim" to local residents. All such access would continue for a 25-year period from commencement of full access.

b. Community Meeting Space. Commencing with the issuance of the TCO for the last building to be constructed in Phase I, Stage 1, Columbia would make available space on the Project Site for Manhattan Community Board 9 to accommodate at least 4 full-time persons and a meeting space for regular meetings throughout the month to accommodate at least 50 people. In addition, commencing at the same time Columbia would make meeting rooms available to local community organizations for two evenings per month on a scheduled basis. All of such space would continue to be made available for a 25-year period from commencement of making such space available.

c. Artist Space. Columbia would make available 5,000 GSF of space or spaces, within or contiguous to the Project Site, for use by local artists. Columbia would subsidize this space such that it would be accessible to a variety of artists and/or artists' organizations. Such space would be made available commencing with the issuance of the first TCO in Phase I, Stage 2 and continue to be made available for a 25-year period from commencement of making such space available.

3. Columbia-Sponsored Community Benefit Initiatives

Columbia would provide a range of programs and services for the benefit of the community with an emphasis on education and health care.

HEALTH CARE AND RELATED SERVICES

a. Mind, Brain, Behavior K-12 Education Center. Columbia would locate within the proposed Jerome L. Greene Science Center, to be constructed in Phase I, Stage 1, an Education Center to educate the community about diseases that affect the mind and brain as well as the advances being studied by Columbia faculty and researchers. The Center would encourage and design programs for local elementary, junior high school, and high school students. The Center would commence operation upon issuance of the TCO for the Jerome L. Greene Science Center and operate for a 25-year period from commencement of full operation.

b. Mind, Brain, Behavior Public Outreach Center. Columbia would locate within the proposed Jerome L. Greene Science Center a Screening and Education Center for community outreach. The purpose of the Screening Center would be to provide stroke awareness lectures and free blood pressure and cholesterol screenings. The Center would commence operation upon issuance of the TCO for the Jerome L. Greene Science Center and operate for a 25-year period from commencement of full operation.

c. Mobile Dental Center for Pre-School Children. Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, and continuing for a 25-year period from commencement, Columbia would extend its Mobile Dental Clinic to service pre-school age children and seniors from the Manhattanville in West Harlem area. Columbia University's College of Dental Medicine, in partnership with the Children's Aid Society and Crest Healthy Smiles 2010 operates a mobile Dental Center. It is fully equipped with two dental operatories, x-ray equipment, waiting/oral health education area and handicapped accessible chairlift. The Mobile Dental Center is staffed with a dentist, pediatric resident, dental hygienist, dental assistant, and driver/data entry clerk. The Center currently travels to over 50 local Day Care and Head Start centers throughout northern Manhattan during the school year offering children ages 3-5 years comprehensive dental care. Parked adjacent to the host site two or more times per month, follow-up appointments are made every six months. Children requiring specialty services are referred to affiliated Community DentCare or Children's Aid Society dental clinics located throughout Washington Heights/Inwood and Harlem. Columbia's partnership with Alianza Dominicana facilitates enrollment into Medicaid or Child Health Plus for the uninsured.

d. Dental Health Screenings for Senior Citizens. During the summer months, the Mobile Dental Center offers northern Manhattan's elderly population free dental screenings and referrals for further dental treatment at senior centers throughout Washington Heights/Inwood and Harlem. Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, and continuing for a 25-year period from commencement, such services would be extended to include New York City Housing Authority ("NYCHA") residents in Manhattanville Houses and General Grant Houses.

e. Senior Citizen Services. Commencing with the issuance of the first TCO in Phase I, Stage 2, and continuing for a 25-year period from commencement, Columbia would provide 2,000 GSF of space within the Project Site for a center designed to provide education, screening and referrals for the senior population of West Harlem. Programs could include voluntary home screening for older individuals to identify ways to make their apartments safer from accidents, creation of a voluntary registry of vulnerable elderly individuals and the disabled to enable first responders to prioritize assistance to those vulnerable populations in the event of severe weather, fires or other serious circumstances, health screening, education,

referral and outreach services center with programs like Columbia's oral hygiene ElderSmile program.

EDUCATION

f. Undergraduate Scholarships for Aid-Eligible Students from the Local Community. In an effort to encourage local students to attend Columbia College and the Fu School of Engineering and Applied Science, Columbia would undertake a targeted recruitment effort for qualified students from the local community. Commencing with Final Approval, Columbia would establish a scholarship fund to serve up to 40 aid-eligible undergraduate students per year who are admitted to Columbia College and the Fu School of Engineering and Applied Science from Harlem, with funding made available to meet their fully demonstrated financial need until 2033.

g. Graduate Scholarships for Elementary School Teachers. In an effort to enhance the quality of elementary school education within the local community, and as part of Columbia's strong commitment to supporting quality education for the community, commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, and continuing for a 25-year period from commencement, Columbia will establish three scholarships for qualified teachers to earn a master's degree in an appropriate field at Columbia University or Teacher's College. The three scholarships would be awarded to qualified elementary school teachers either currently teaching within Community District 9 or interested in teaching elementary school within Community District 9. A maximum of three scholarships would be in force at any given time with a cumulative maximum of 18 credits per year. Recipients of the scholarships: (i) must be admitted to the masters program of choice; (ii) agree to teach within Community District 9 for five years after they commence their participation in the scholarship program; and (iii) meet related criteria of the DOE, the UFT, and/or the local school principal.

h. New Public Middle and High School for Math, Science and Engineering. Columbia has collaborated with the New York City Department of Education and has already agreed to provide the land necessary (via a rent-free, 49-year lease) to create a new public secondary school that will address the critical need to improve education in science, math and engineering for students in New York City on a site immediately adjacent to or within the Project Site. The School is currently educating students at the middle school level at a temporary location and will ultimately serve approximately 650 students from grades 6 through 12. Enrollment will be competitive, with the Middle School enrollment coming from high performing local students from northern Manhattan above 96th Street. The Middle School will provide roughly half of the enrollment of the High School with the balance of the High School enrollment filled through a competitive process for students from across the five boroughs. Columbia researchers from the proposed Project Site would provide curriculum support to the faculty of the

new School to ensure the highest level of education in Math, Science and Engineering, and continuing for a 25-year period from Final Approval.

i. Availability of Faculty. Commencing when the new Public Middle and High School for Math, Science and Engineering matriculates upper level students eligible for competing in regional and national Math, Science and Engineering competitions, Columbia would make its faculty from existing campuses available to students from the new High School interested in competing in regional and national Math, Science and Engineering competitions. As the Project Site is developed, Columbia would make its faculty from the Project Site available to students from the new High School interested in competing in regional and national Math, Science and Engineering competitions. Such support would continue for a 25-year period from commencement.

j. Availability of Facilities. Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, and continuing for a 25-year period from commencement. Columbia would make its libraries, computing facilities and other academic support facilities and services available to students from the new High School for Math, Science and Engineering.

k. Summer Internships. Commencing with Final Approval, but not commencing earlier than 2010, Columbia would create a pilot program for up to fifteen summer internships per year for high school students with one-third selected from the local community and two-thirds from the new Math, Science and Engineering High School to support the academic and research interests of students. The program would begin with five students from the local community and add ten students from the new High School when current students reach the upper grades and qualify for such an internship. The internships would initially take place in existing Columbia facilities and would move to the new Academic and Academic Research buildings proposed within the Project Site when constructed. After five years the program would be reviewed by leadership of the High School and Columbia with the intent of modifying, extending the size and/or renewing the program upon mutual agreement.

l. Scholarships to Lifelong Learners. Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, and continuing for a 25-year period from commencement, Columbia would fund up to two courses per year for 50 residents per year (25 residents from NYCHA Manhattanville and Grant Houses and 25 residents from the local community) to participate in Columbia's School of Continuing Education. The Lifelong Learners Program is designed for individuals over 65 years of age committed to the principles of lifelong education.

m. Course Auditing. Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, and continuing for a 25-year period from commencement, Columbia would fund

access to up to 50 courses per year through Columbia's Continuing Education Auditing Program for residents (25 residents from NYCHA Manhattanville and Grant Houses and 25 residents from the local community). The Auditing Program provides adults not currently enrolled in college with the opportunity to attend selected lectures drawn from Columbia's offerings in the Arts and Sciences during the academic year.

n. Teachers College Demonstration Public School. Teachers College has agreed to work with the New York City Department of Education to establish a pre-K–8 demonstration community public school in Manhattan Community District 9. The school would serve approximately 500 students and would provide supplementary educational services before and after school. Teachers College's vision for the school also includes community educational programming and a professional development "hub" for pre-service and veteran educators. The value attributable to the support to be provided by Teachers College for the school would be $30 million.

o. Outreach for Disconnected Youth. Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, Columbia will initiate a targeted outreach, in partnership with community based organizations, to identify and engage disconnected youth in the community, ages 16-24 who have not completed high school or obtained a GED, in order to enroll them at no cost in existing New York City Department of Education high school programs or GED programs operated by community partners. Upon completion of a high school diploma or GED, youth will be referred for skills training, internships and work based learning opportunities through community based organizations. For youth successfully completing the GED program, Columbia will make a good faith effort to place qualified youth in University positions. To ensure coordination of program and placement services Columbia will fund a position to coordinate program and placement efforts. The program will be reviewed by Columbia and the Independent Monitor after eight years and, if effective, will be continued, subject to subsequent reviews of effectiveness for 25 years from commencement.

p. Community Scholars Program. Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, and continuing for a 25-year period from commencement, Columbia would offer independent, community-based scholars from Northern Manhattan access to a range of University services and resources not usually afforded to non-affiliated residents. Services and resources would be provided at no cost to participants and would include access to all of the University's libraries – including on-line access, course auditing privileges, dialogue with scholars in their field of study, and the ability to participate in seminars and social events developed specifically for the group in buildings proposed within the Project Site. Selection would be determined by an application process, reviewed by a committee of Columbia faculty and leaders from relevant local cultural

institutions. Scholars would be appointed for 3-year terms. In the first year Columbia would appoint up to five scholars; in the second year Columbia would appoint up to an additional five, so that after year one there would be a plan to have a cohort of ten scholars. Columbia envisions the program to proceed as a pilot for ten years and then be re-evaluated to assess its effectiveness.

q. Athletics Clinics. Commencing with Final Approval, Columbia varsity sports programs and coaches of football, volleyball, basketball, soccer, swimming, track and field and tennis would sponsor and participate in seasonal sports clinics for local community children between the ages of five and 13 in University facilities and throughout Harlem and Washington Heights until 2033.

r. Summer Camp. Commencing with Final Approval, Columbia would offer 25 scholarships per summer based upon financial need to children from the Manhattanville in West Harlem area to attend Columbia Summer Sports Camps and Cub Camps until 2033.

BUSINESS DEVELOPMENT AND JOB TRAINING

s. Construction Business Development for Minority, Women, and Local Businesses. Columbia has, in partnership with the New York City Department of Small Business Services ("NYCDSBS"), implemented a program to develop the capacity of Minority, Women, and Local ("MWL") construction firms such that they would be able to manage larger contracts including construction trade work on the proposed Project. The pilot program was initiated in January 2008. The program will require approximately one year of classroom training conducted by the NYCDSBS supplemented by up to one year of mentoring by senior executives and construction project managers from Columbia. Firms sponsored by Columbia will also receive actual project bid opportunities during their one-year of training. While this is a pilot program, if it is successful Columbia will match funding of government and private sector partners up to $250,000 per year for five years so that Columbia's participation in the program can be continued and, if feasible, expanded.

t. Project Labor Agreement. Columbia would negotiate a Project Labor Agreement with the objective that 40% of all construction job referrals related to the Project go to MWL construction trade persons. Leveraging the full range of programs identified in Section N 3 ("Business Development and Job Training") of this GPP, Columbia would work with its Construction Management firm(s) and other relevant parties to prioritize construction trade persons from the local community for construction job referrals.

u. Workforce Training Program. Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, Columbia would provide up to $750,000 to fund and support the design, development and implementation of industry response (skills-based) education and workforce development training. Materials to be developed would include

competency based curriculum, assessment strategies, recommendations for textbooks, instructional aides, delivery strategies and include implementation training for service providers.

v. Medical Technician Training Program. Commencing with issuance of a building permit for the first building on the Project Site, Columbia would commit $1 million to expand the CUNY-Columbia Health Sciences Award Program to double the number of students supported. This program is designed to increase the number of residents from Community Districts 9 and 12 pursuing careers in health sciences.

w. Community-Provided Job Training. Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, Columbia would contribute $100,000 each year for the next five years to fund a matching program with community-based organizations to provide job training.

x. Retail Businesses. Columbia would market no less than 12,000 GSF of small format retail space (up to 2,500 GSF) on the Project Site for local entrepreneurs and existing local businesses. Priority shall be given to any business displaced by the Project that are in compliance and good standing with their lease terms. When feasible, Columbia would implement the retail strategy that it currently uses in Morningside Heights and will use good faith efforts to reach agreements with on-site retailers, and with businesses compatible with Columbia and community rebuild needs, provided reasonable economic terms can be agreed upon with such businesses.

y. Community Information, Opportunities and Resources Center. Columbia is already operating the Columbia University Employment and Career Center, which would be maintained and enhanced to create the Community Information, Opportunities and Resources Center (the "Center"). The Center would be located on the site where the existing Columbia University Employment and Career Center is located, or in a location in or near the Project Site. The Center would commence full operation with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, and continue operation for a 25-year period from commencement of full operation of the Center. The Center would provide information and resources to enable local residents and businesses to receive prompt notification of business opportunities and available jobs at Columbia, to learn about construction schedules, safety and mitigation, and to receive information about community-oriented service programs (i.e., technical assistance, clinics, mentoring, volunteerism). The Center would provide bilingual services and would be staffed, in part, by persons devoted exclusively to serving as liaison with the community with respect to the obligations incurred by Columbia in connection with the Project. The estimated annual minimum value of maintaining the Center would be $325,000. Columbia would collaborate with appropriate organizations to develop and maintain the center which would provide, among other things, the following services:

(i) Provide access to Columbia job listings with detailed descriptions of job qualifications, including a regularly updated information hotline to provide callers with information relating to Columbia employment opportunities and will provide continuing counsel and assistance to local residents seeking employment at Columbia.

(ii) Coordinate Columbia resources with (i) appropriate job training centers, (ii) City, State and Federal agencies and (iii) other educational institutions and organizations to provide bilingual referral information regarding services for small businesses, leasing space from Columbia and facilitating access to integrated support services.

(iii) Identify and provide referrals to training programs and classes in areas such as the skilled trades, administrative support, technology, management, and administration, and where feasible, coordinate with State and City education programs and institutions in the administration of such programs.

(iv) Coordinate and host job fairs and job training/job readiness in the community.

(v) Assist local residents in the identification of business, education, training, and career opportunities that provide opportunities for hands-on learning, and competency based instruction based on industry standards. Such programs would include one group session per month where up to 40 persons per session will receive:

(x) Referrals for skills training, internships and work-based learning opportunities at Columbia and through community-based organizations supported by Columbia.

(y) A catalog of Columbia community outreach programs.

(z) Access to work-based learning programs for high school students, high school dropouts, individuals transitioning from welfare-to-work, individuals with special needs, and veterans.

(iv) The Center would include information about construction schedules, safety and mitigation for the Project. Columbia would also provide a community alert system to notify subscribers about construction issues and a 24-hour hotline to provide callers within information about construction activity and employment opportunities related to the Project.

z. Independent Monitor. Commencing with Final Approval, and continuing through 2033, Columbia would fund a program monitor who will, during the term of the Project, review and take steps to ensure Columbia complies with the

commitments made in this GPP. Such person would be jointly acceptable to ESDC and the City and would periodically report to ESDC.

4. **Columbia to Fund Community Benefit Programs**

Columbia intends to ensure that Columbia's long-term growth brings other tangible benefits to the people who live and work in the local community through funding of community benefit programs to be administered by a combination of Columbia, government officials and other organizations.

a. Community Benefit Agreement with West Harlem Local Development Corporation ("WHLDC"). In accordance with the Memorandum of Understanding dated December 19, 2007, entered into between Columbia University and the WHLDC, Columbia will provide $76 million in installments over a 12-year period to fund community benefits and mitigations for the West Harlem community. The fund will be administered by a Fund Advisory Panel which shall be comprised of local elected officials, representatives of WHLDC or a successor entity and representatives of Columbia.

b. Affordable Housing Fund. Columbia has committed, in a Memorandum issued to Manhattan Borough President Scott M. Stringer dated September 25, 2007, to contribute $20 million towards affordable housing to address the impact of the Project. Such funds will be provided in increments and will be administered by an advisory body to include elected officials, community representatives and representatives of Columbia.

c. Housing Legal Assistance. In addition to any legal services currently being provided in the community, Columbia would provide funding for one attorney for six years, then two attorneys for 16 more years, at a legal assistance provider serving the Project area to provide landlord tenant legal advice to tenants in the Manhattanville area (maximum $ 4 million).

d. Harlem Community Development Corporation Financial Contribution. Commencing with the acquisition by ESDC of all properties required by Columbia for Phase I, Stage 1 of the Project, as set forth herein, Columbia would make annual financial contributions to ESDC's subsidiary, the Harlem Community Development Corporation ("HCDC"), which serves the greater Harlem community through planning and facilitating the development of a range of community development projects and revitalization initiatives intended to restore Upper Manhattan as an economically stable and culturally vibrant community. The funds will be used in support of HCDC's efforts to attract new businesses, retain and grow existing businesses, provide access to homeownership opportunities and create employment opportunities for Upper Manhattan residents. Contributions will be annual, in increasing amounts, will extend for 24 years after the first contribution, and will total $20 million.

O. Waterfront Revitalization Program

The Project Site west of Broadway is within New York City's coastal zone boundary and is therefore subject to policies that implement the City's Local Waterfront Revitalization Program. These policies facilitate and support redevelopment appropriate for coastal zone areas, including the provision of public access to the shoreline, the preservation of scenic, historic and ecological resources, and the minimization of impacts from hazardous substances. The Educational Mixed-Use Development is consistent with the applicable policies because the Project would provide: approximately 94,000 square feet of publicly accessible open space with landscaping and seating; mid-block connections of major open space areas; widened sidewalks and the concomitant enhancement of air, light and vistas toward the Hudson River; a new walking path, landscaping, seating, and market zone along Twelfth Avenue; and the preservation of two historic resources (the Nash Building and the portion of the former West Market Diner being relocated to another site). The Project would not have a significant adverse impact on the ecology of the area. Neither the quality of the Hudson River nor its biota would be materially affected since any additional wastewater or stormwater discharges associated with the Project would be properly managed.

P. Historic Resources

The Project Site contains buildings that are listed on or eligible for listing on the New York State and/or Federal Register of Historic Places, specifically, the Nash Building, a portion of the former West Market Diner, and the former Sheffield Farms Stable. There are also several structures in the vicinity of the Project Site that have this status. Consistent with the New York State Historic Preservation Act, ESDC has been consulting with the State Office of Parks, Recreation and Historic Preservation ("OPRHP") with regard to how Project development affects these historic sites. Although not part of the Project, the Studebaker Building, which is State and Federal Register eligible, is being converted by Columbia to administrative uses in consultation with OPHRP.

The Nash Building would be adaptively reused by Columbia pursuant to an OPRHP-approved Preservation Approach. In consultation with OPRHP, Columbia also would rehabilitate the 1948 dining car of the West Market Diner (the 1921 dining car possesses little historic integrity), and relocate it to another location in or near the Project Site. ESDC has

determined, and OPRHP has concurred, that retaining the former Sheffield Farms Stable would significantly impact the goals and function of the proposed Jerome L. Greene Science Center and Columbia's overarching planning and design objectives. Thus, as mitigation for the demolition of the former Sheffield Farms Stable, Columbia will conduct a Historic American Buildings Survey, and install a permanent interpretive exhibit in or near the Project Site to document the history of the building and the larger neighborhood. In addition to the foregoing, Columbia will implement a Construction Protection Plan approved by both OPRHP and the New York City Landmarks Preservation Commission, to protect historic resources within 90 feet of the Project Site during construction. ESDC has engaged in the consultation process with OPRHP consistent with the Historic Preservation Act.

Q. Affirmative Action

Columbia would adhere to or exceed the requirements of ESDC's non-discrimination and affirmative action policies during the construction of the Project, unless to do so would conflict with applicable law or Columbia's obligations under collective bargaining agreements. Columbia has agreed that its affirmative action policy would also apply to the Project. Columbia's policy encourages local business participation generally within the area covered by the Upper Manhattan Empowerment Zone and sets goals of 25% MWL business enterprise participation and 40% MWL work force participation in construction activities. Where ESDC's affirmative action policies differ from or exceed Columbia's own such policies, Columbia would adhere to those more stringent affirmative action requirements. Meeting these goals would be made a part of all of the Project's construction contracts and would "flow down" to all of the Project's subcontractors. Throughout the operation and implementation of the Project, Columbia would make good faith efforts to include MWL business enterprises in all service management agreements, agreements for the purchase of goods and services and other agreements relating to the operation of the Project. Furthermore, Columbia would encourage occupancy of the Project's active, ground floor areas by small, non-chain, neighborhood retail businesses that would serve the local community.

Columbia currently employs a diverse workforce, with over 45% of its employees identifying themselves as Asian, Black, Hispanic or American Indian/Alaska Native. Building on current employment levels, Columbia has created a senior level position to oversee

Columbia's minority recruitment and retention, particularly for full-time faculty and research staff. This senior staff person would also be responsible for Columbia's implementation of the affirmative action policies relating the Project. Columbia participates in the Mayor's Commission on Construction Opportunities, which announced a plan in October 2005 to encourage greater participation of veterans, women, high school graduates, and economically disadvantaged New Yorkers in construction trades. Columbia has also relocated its employment information center to a location near the intersection of Broadway and West 125th Street (3180 Broadway) which provides easier access to Manhattanville residents regarding employment opportunities at Columbia.

R. Basis for Land Use Improvement Project & Civic Project Findings

The UDC Act sets forth the findings that are required for ESDC's involvement in the Project. As summarized below, the proposed Educational Mixed-Use Development qualifies, pursuant Section 10 of the UDC Act, as both a Land Use Improvement Project and a Civic Project. ESDC's Land Use Improvement Project and Civic Project findings are based, in part, on the EIS and supporting materials. The Project's status as a Land Use Improvement Project is further supported by studies of neighborhood conditions commissioned by ESDC.

1. Land Use Improvement Project Findings

a. That the area in which the Project is to be located is a substandard or insanitary area, or is in danger of becoming a substandard or insanitary area and tends to impair or arrest the sound growth and development of the municipality.

Of the 66 lots on the Project Site, approximately 60% or more of the lots have one or more substandard, unsafe, insanitary or deteriorated condition thereon, including exhibiting critical and poor physical condition, a vacancy rate of 25% or more, and a utilization rate of 60% or less. Approximately 87% of the buildings in the Project Site were built more than 50 years ago and of this 87% some 16% were constructed more than a century ago. For many generations, the area has been largely used by diverse owners for automotive sales, automotive repair and light industrial uses. The high percentage of lots with deteriorating, insanitary and/or underutilized conditions indicates that the Project Site has been suffering from long-term poor maintenance and disinvestment. These conditions are described in detail in the neighborhood

conditions reports prepared in connection with this Project as well as the EIS. The current bleak conditions in this area have been and are inhibiting growth in West Harlem and preventing the integration of the Project Site into the surrounding community. At present, pedestrian street level activity is minimal within the Project Site, particularly after dusk, and is not conducive to the joinder of the new West Harlem Piers Park to areas east of Broadway. Judged by typical measures of urban land utilization - build densities and vacancy - the Project Site is underutilized, particularly compared to other areas of Manhattan. The proposed Project would remove these blighted conditions.

b. That the Project consists of a plan or undertaking for the clearance, replanning, reconstruction and rehabilitation of such area and for recreational and other facilities incidental or appurtenant thereto.

The Educational Mixed-Use Development would provide for (1) the clearance of all but two of the existing buildings (which are historic resources being adaptively reused) within the Project Site -- which consists largely of dilapidated auto related repair shops and warehouses -- and (2) the reconstruction and rehabilitation of the area with modern higher education facilities and a mix of supporting uses, including recreational facilities and public open spaces.[19] The Project would create a modern, open, integrated, urban campus that would be part of the fabric of the local community and would advance higher learning. The Project would also provide new economic opportunities, revitalize the Project Site's streetscape and create new space for active and passive recreation. There would also be extensive environmental remediation of contaminants on the Project Site.

c. That the plan or undertaking affords maximum opportunity for participation by private enterprise, consistent with the sound needs of the municipality as a whole.

The Project would be financed by Columbia, a private, nonprofit educational institution with excellent financial credentials and extensive experience in constructing and operating higher education facilities in the City of New York. The Educational Mixed-Use Development would include new active ground floor uses including retail, cultural, community and other non-governmental civic purposes. It should serve as an engine of private economic growth, where

[19] The Nash and Studebaker Buildings would not be demolished, but would remain within the Project Site.

more companies will want to be the first to translate research breakthroughs into revolutionary cures and technologies resulting in a broad spectrum of job opportunities. These uses would also better integrate the Project Site into the surrounding community and result in the construction of new and modern educational, recreational and civic facilities, which in turn should encourage small businesses to operate at ground floor locations to service the community and provide increased tax revenues. The Project would ensure the long-term growth and position of one of the City's largest employers and benefit the City as a whole, and create thousands of new, private sector jobs. The Project would create for the first time a significant amount of publicly accessible open space that physically connects the Project Site to the surrounding area. The wider sidewalks together with their lively street level uses would also invigorate the economic life and street activity of the local area.

2. <u>Civic Project Findings</u>

a. That there exists in the area in which the Project is to be located, a need for the educational, cultural, recreational, community, municipal, public service or other civic facility to be included in the Project.

The Project would help address the long-term need for modern, higher education, academic research and cultural facilities within the City of New York. One of the most important responsibilities of state government is to provide for the education of its citizens -- a responsibility that includes fostering the growth and development of independent colleges and universities to improve student learning and achievement. This responsibility would be achieved through ESDC's participation in the Project. ESDC's involvement in the Project would facilitate improvements to the State's higher education facilities to permit qualitative and quantitative advances in educational opportunities and methods and to foster the broad exchange of research data and information necessary for higher education to thrive.

The Project would also provide new public open spaces, wide sidewalks, recreational facilities and active street uses, including lively and aesthetically pleasing community uses to an area sorely in need of such facilities, and thereby help weave the Project Site into the urban fabric of West Harlem and the West Harlem Piers Park. Approximately 5 to 6 million square feet of higher education and academic research space are needed within the next 25 years so that Columbia may maintain its position as one of the nation's leading independent educational and

research institutions. The proposed Educational Mixed-Use Development would provide for the construction of state-of the art educational and academic research facilities with large floor plates and rectangular massing that would provide flexibility and adaptability as future educational and research needs evolve.

b. That the Project shall consist of a building or buildings or other facilities which are suitable for educational, cultural, recreational, community, municipal, public service or other civic purposes.

The proposed Educational Mixed-Use Facility would consist of approximately 5 million GSF of new space for higher education and academic research. It would permit collaborative scientific research across traditional academic boundaries. This space would meet state-of-the art design objectives that would make these facilities adaptable to evolving educational needs long into the future. These buildings would be constructed with architecturally appropriate glazed and transparent street level facilities and serve to house local retail, cultural and civic amenities. New public open spaces would also be constructed that would better integrate the site into the surrounding community while providing open space for recreation. The publicly accessible open spaces would be governed by the detailed Rezoning requirements. Among other mitigation measures and public amenities, Columbia would provide funding to improve the local schoolyard at IS 195 and would create a significant fund to help ensure the upkeep of the West Harlem Piers Park. Also as part of this program of mitigation and amenities, Columbia would create a "one-stop" center where community members may receive information on Columbia's community programs and Project commitments. Columbia would set up a 24-hour hotline on construction activities, along with an alert system to notify subscribers about such activities. The Project's public purposes would be assured through a Declaration of Covenants and Restrictions recorded for all of the Project Site's parcels.

c. That such Project will be leased to or owned by the state or an agency or instrumentality thereof, a municipality or an agency or instrumentality thereof, a public corporation, or any other entity which is carrying out a community, municipal, public service or other civic purpose, and that adequate provision has been, or will be, made for the payment of the cost of acquisition, construction, operation, maintenance and upkeep of the Project.

The Project Site would be acquired, directly or through ESDC, by Columbia, a non-profit educational entity, to carry out its educational, civic and cultural mission, as it has done for hundreds of years in this City and State. Columbia has a wealth of experience in developing educational facilities and, through its development of the Project Site, would be contributing to community and municipal purposes and providing needed public civic amenities, including, without limitation, public open spaces. As previously set forth, ESDC would not fund any portion of the proposed Project and Columbia has made adequate provision for the payment of the cost of acquisition, construction, operation and upkeep of the proposed Educational Mixed-Use Development. The Project would increase learning opportunities for students by providing expanded learning experiences and choices in the types of higher educational opportunities that are available within the City and the State.

d. That the plans and specifications assure or will assure adequate light, air, sanitation and fire protection.

The open space, retention of the street grid and other aspects of the Project would create a modern and open urban landscape and fully comply with the City's Building Code. The proposed Project includes specifications for sanitation, view corridors and the creation of new public open spaces which are to be paid for and maintained by Columbia. Columbia would design, build and operate the Project's residential and academic buildings to achieve a minimum LEED v. 2.2 Silver Certification. The Project's Below-Grade Facility would be designed to reduce the density of above-grade development, facilitating new public open spaces and broader sidewalks and improving sight lines, among other things. The Project, both above and below street grade, would be designed and constructed in accordance with the New York City Building Code or pursuant to approvals by the New York City Department of Buildings, meet all applicable sanitation and fire safety design standards, and building permits would be obtained from the New York City Department of Buildings.

3. <u>Findings for all ESDC Projects</u>

a. That there is a feasible method for the relocation of families and individuals displaced from the Project area into decent, safe and sanitary dwellings, which are or will be provided in the Project area or in other areas not generally less desirable in regard to public utilities and public and commercial facilities, at rents or

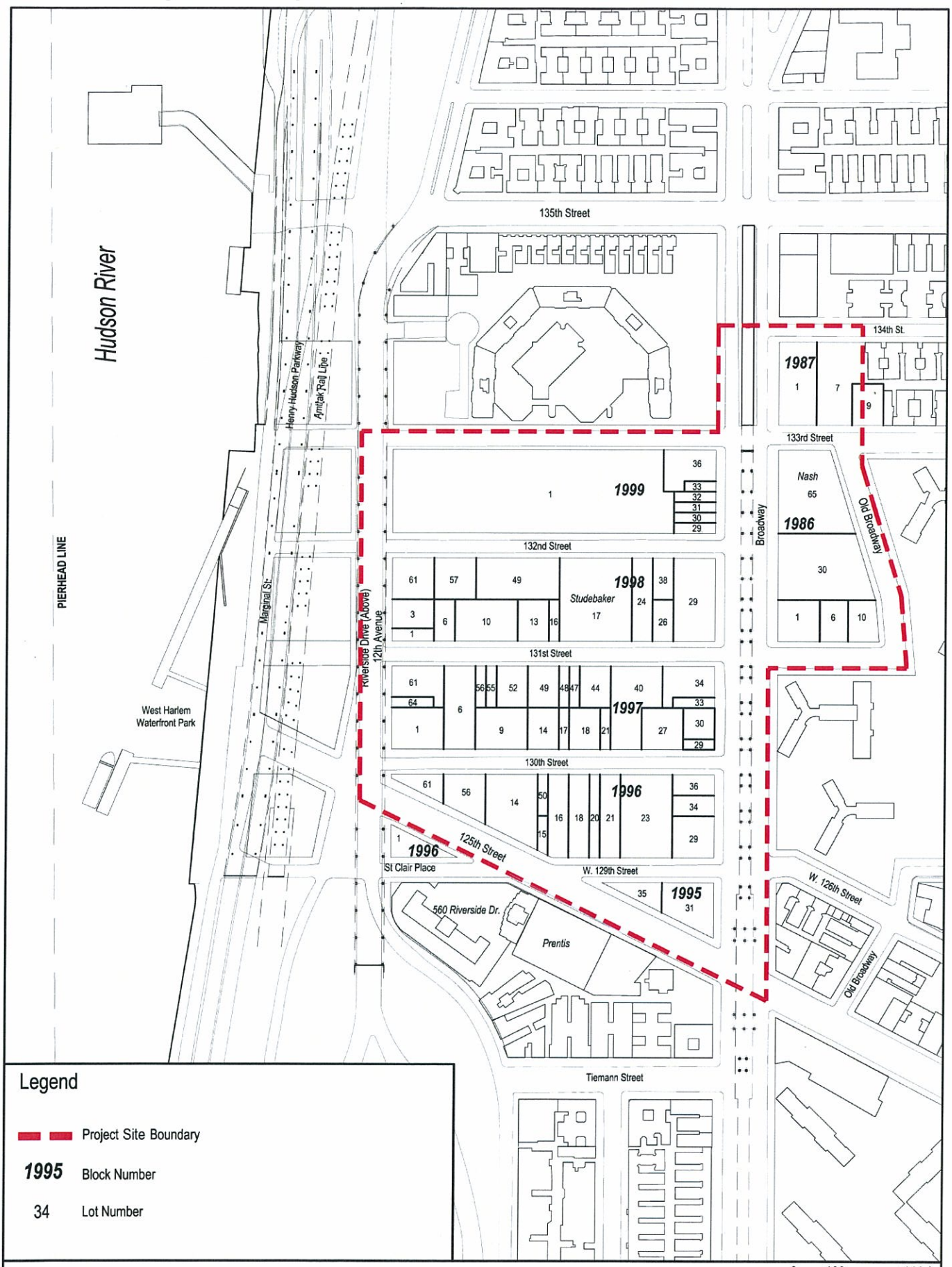
prices within the financial means of such families or individuals, and reasonably accessible to their places of employment.

Columbia's relocation plans are set forth in Section H above. ESDC would monitor the relocation efforts undertaken by Columbia to assure that its relocation efforts for the Four Lots and the HPD Lots are proceeding on schedule and are successful. ESDC would also implement a relocation plan as described herein which would constitute a supplemental program to the efforts undertaken by Columbia, and which would include referrals to alternative housing by a professional relocation specialist, a real estate broker's services, moving services and expenses. All residents of the Project Site would be placed into decent, safe and sanitary units, consistent with their financial means and prior rentals, reasonably accessible to the residents' places of employment and not generally less desirable in regard to public utilities and public and commercial facilities.

S. Conclusion

The Educational Mixed-Use Development set forth in this GPP qualifies as both a Land Use Improvement and separately and independently as a Civic Project pursuant to the UDC Act. The Project serves as a singular opportunity to redevelop and convert a blighted area that has existed for generations into a modern, open, well considered and cohesive, higher education campus that would provide integrated teaching and academic research facilities essential to the intellectual prominence, economic growth and development of the City and State of New York, as well as provide significant economic, social, and educational benefits and amenities to the neighboring community. Among other things, these benefits include publicly-accessible open spaces and worthwhile, meaningful and steady employment opportunities by a major private, not-for-profit employer. The Project would replace the prevalent blighted and low-density conditions of the Project Site with buildings and open space that would be compatible with and connected to the surrounding neighborhood. As part of the educational mission of Columbia, the Project would also foster important scientific research in areas such as dementia, other neurological disorders, and systems biology that would benefit the public both now and in the future.

Exhibit A. Project Site Map



Manhattanville in West Harlem Land Use Improvement and Civic Project

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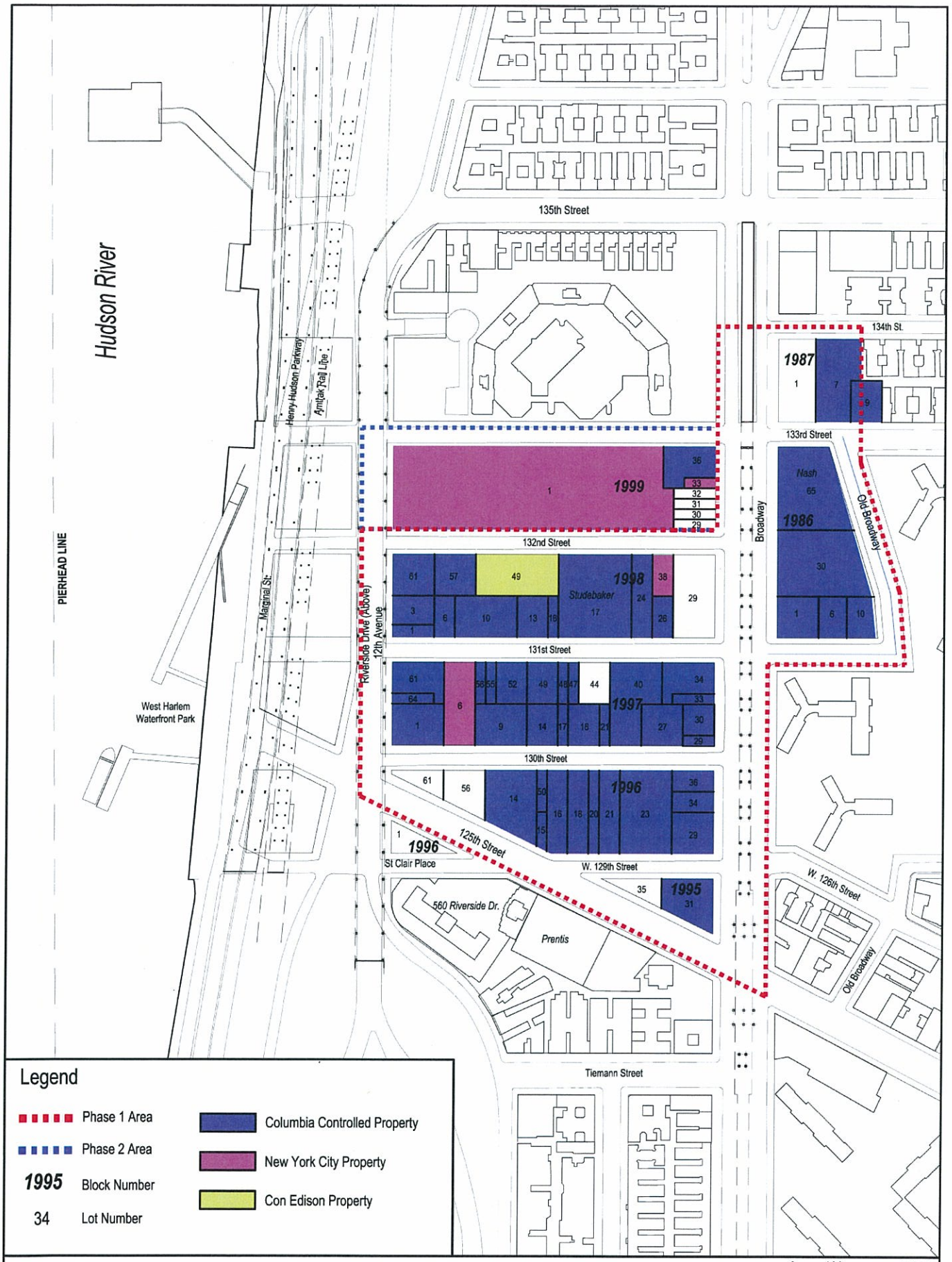
Exhibit B. Property Ownership and Control Map



Manhattanville in West Harlem Land Use Improvement and Civic Project

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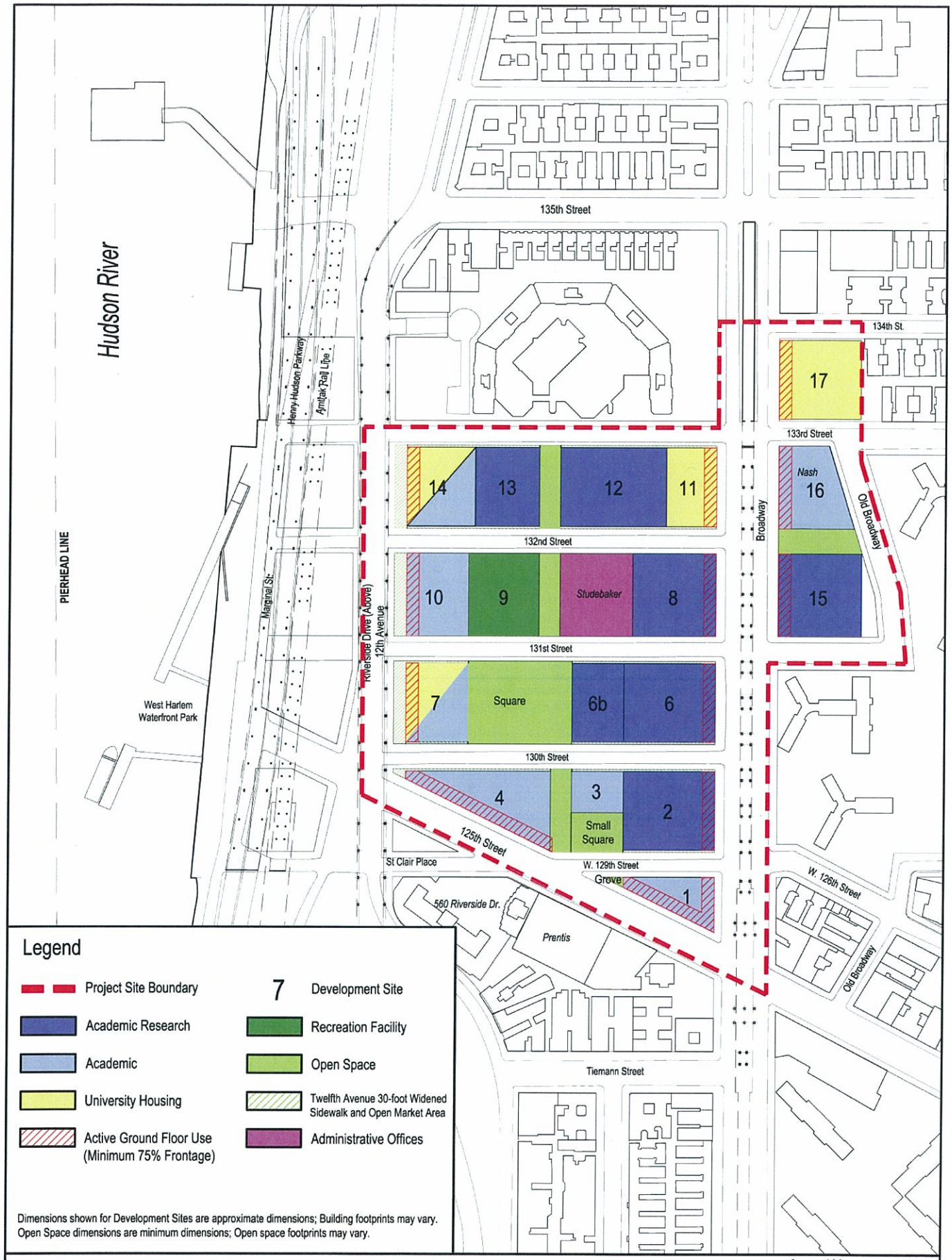
Exhibit C. Illustrative Plan Above Grade Development



Manhattanville in West Harlem Land Use Improvement and Civic Project

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Exhibit D. Permitted Uses by Site

DEVELOPMENT SITE	PERMITTED USE	PERMITTED ALTERNATIVE USE
1	Academic	
2	Academic research	
3	Academic	
4	Academic	
6	Academic research	Recreation
6b	Academic research	Academic
7	University housing	Academic
8	Academic research	Academic
9	Recreation	Academic research
10	Academic	Academic research
11	University housing	Academic
12	Academic research	Academic
13	Academic research	Academic
14	University housing	Academic
15	Academic research	Academic
16	Academic	Utility cooling station
17	University housing	

Exhibit E. Illustrative Plan Below Grade Development

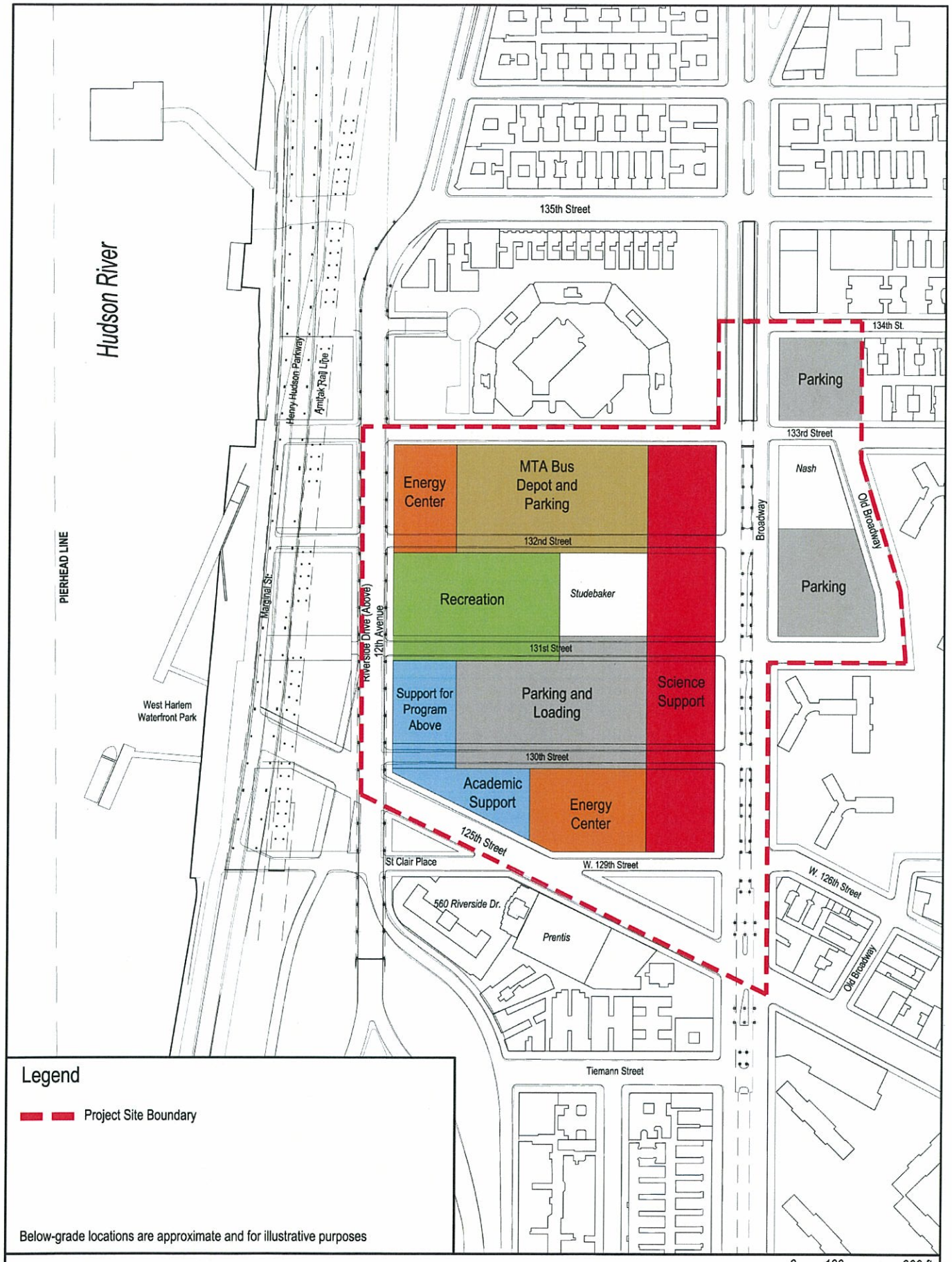

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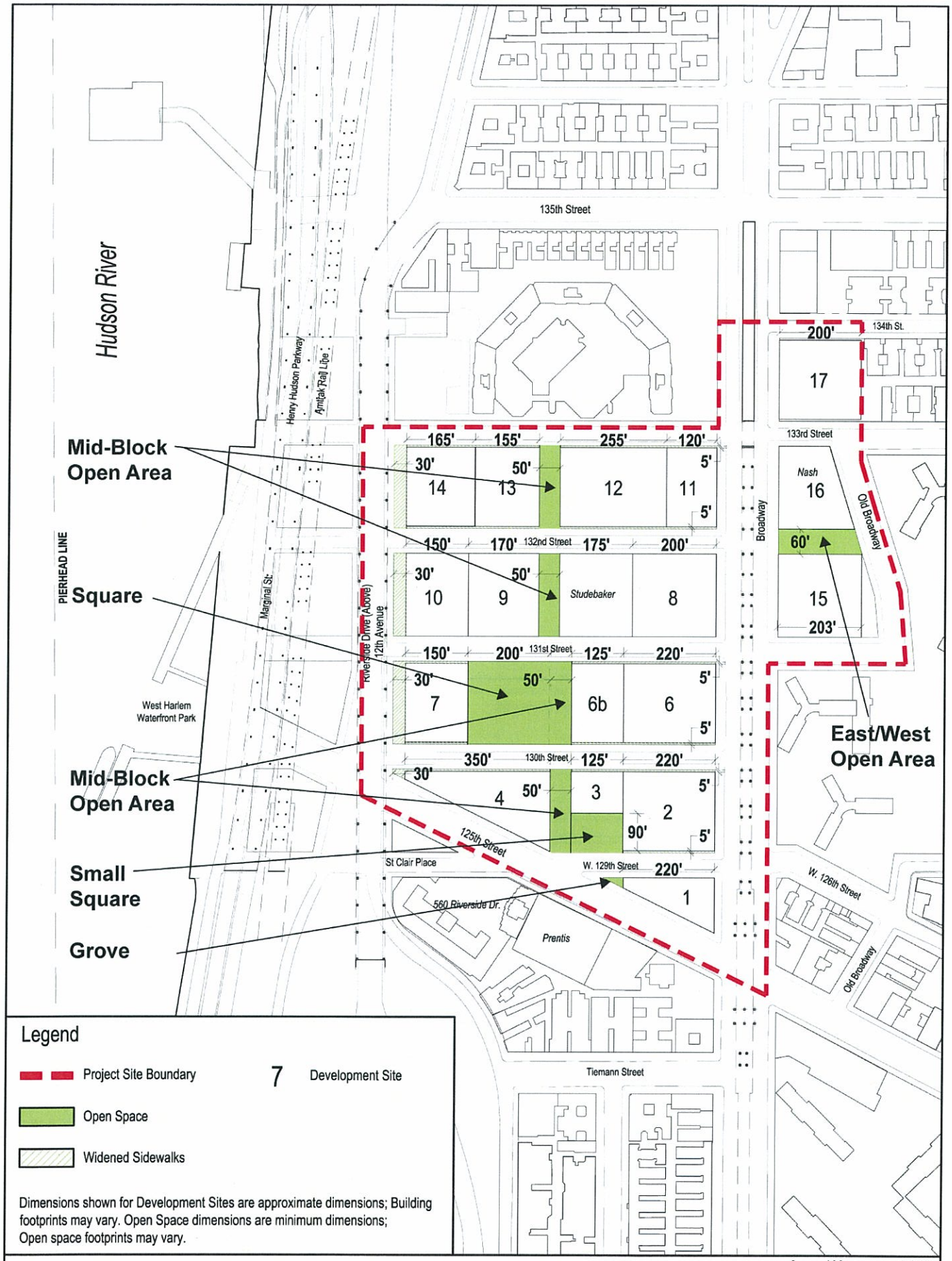
Exhibit F. Publicly Accessible Open Spaces



Manhattanville in West Harlem Land Use Improvement and Civic Project

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Exhibit G. Maximum Limits/Minimum Development Limits (Above Grade)

Use	Maximum GSF[1]	Minimum GSF
Academic Research[2]	2,700,000	960,000
General or Other Academic	2,000,000	1,000,000
Housing for Graduate Students, Faculty and other Employees	1,300,000	350,000
Recreation[3]	350,000	0
Active Ground floor Uses	600,000	130,000
Retail[4]	300,000	65,000

1. In no case will the zoning floor area within the Project Site exceed 4,417,956 Square Feet.
2. Does not include below-grade support.
3. Does not include below grade swimming and diving center.
4. Included in Active Ground Floor Uses above.

EXHIBIT C

LEGAL DESCRIPTIONS

Block 1986, Lot 1

ALL that lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point formed by the intersection of the northerly side of West 131st Street with the easterly side of Broadway;

RUNNING THENCE northerly along the easterly side of Broadway, 100 feet to a point;

RUNNING THENCE easterly and parallel to the said northerly side of West 131st Street, 99 feet 10 inches to a point;

RUNNING THENCE southerly parallel to the said easterly side of Broadway, 100 feet to a point;

RUNNING THENCE westerly along the northerly side of West 131st Street, 99 feet 10 inches to the point or place of BEGINNING.

Block 1986, Lot 6

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of MANHATTAN, City, County and State of NEW YORK, bounded and described as follows:

BEGINNING at a point on the northerly side of 131ST STREET distant 99 feet 10 inches easterly from the corner formed by the intersection of the northerly side of 131ST STREET and the easterly side of BROADWAY;

running thence northerly parallel with BROADWAY 99 feet 11 inches to the center line of the block;

thence easterly along said line 68 feet 2 inches;

thence southerly parallel with BROADWAY and part of the way through a party wall, 99 feet 11 inches to the northerly side of 131ST STREET;

thence westerly along the northerly side of 131ST STREET 68 feet 2 inches to the point or place of BEGINNING.

Block 1986, Lot 10

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the intersection of the Northerly side of 131st Street and the westerly side of Old Broadway or Bloomingdale Road;

RUNNING THENCE northerly along the westerly side of Old Broadway or Bloomingdale Road, one hundred (100) feet four (4) inches;

THENCE westerly parallel with 131st Street, sixty-six (66) feet;

THENCE southerly and part of the distance through a party wall, ninety-nine (99) feet eleven (11) inches to the point in the Northerly side of 131st Street, distant seventy-five (75) feet westerly from the point of BEGINNING, and

THENCE Easterly along the Northerly side of 131 Street, seventy five (75) feet to the point or place of BEGINNING; be said several dimensions, more or less.

Block 1986, Lot 30

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Broadway 100 feet northerly from the intersection of the easterly side of Broadway and the northerly side of West 131st Street;

RUNNING THENCE northerly along the easterly side of Broadway 159.833 feet to a point;

THENCE easterly at right angles to said easterly side of Broadway 185 feet to the westerly side of Old Broadway (80 feet wide);

THENCE southerly along said westerly side of Old Broadway 167.25 feet to a point;

THENCE westerly parallel with the northerly side of West 131st Street 134.167 feet to a point;

THENCE northerly parallel with Broadway 0.083 feet to a point;

THENCE westerly parallel with the northerly side of West 131st Street 99.833 feet to the easterly side of Broadway, the point or place of beginning.

Together with Strips and gores adjoining the hereinabove described premises.

Block 1986, Lot 65

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of MANHATTAN, City, County and State of NEW YORK, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of OLD BROADWAY with the southerly side of WEST 133RD STREET;

running thence westerly along the southerly side of WEST 133RD STREET, 122 feet to the corner formed by the intersection of the easterly side of BROADWAY with the southerly side of said 133RD STREET;

running thence southerly along the easterly side of BROADWAY, 199 feet 10 inches;

running thence easterly and parallel with the southerly side of 133RD STREET, 185 feet to the westerly side of OLD BROADWAY;

running thence northerly along the westerly side of OLD BROADWAY, 209 feet 6 1/2 inches to the point or place of BEGINNING.

Block 1987, Lot 7

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of West 134th Street, distant 90 feet easterly from the corner formed by the intersection of said southerly side of West 134th Street and the easterly side of Broadway;

RUNNING THENCE southerly parallel with Broadway, 199 feet 10 inches to the northerly side of West 133rd Street;

THENCE easterly along said northerly side of West 133rd Street, 85 feet;

THENCE northerly again parallel with Broadway 99 feet 11 inches to the centre line of the block;

THENCE easterly along said centre line of the block, 32 feet;

THENCE northerly, again parallel with Broadway 99 feet 11 inches to the southerly side of West 134th Street; and

THENCE westerly along said southerly side of West 134th Street, 117 feet to the point or place of BEGINNING.

Block 1987, Lot 9

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of MANHATTAN, City, County and State of NEW YORK, bounded and described as follows:

BEGINNING at a point on the northerly side of WEST 133RD STREET, distant 525 feet westerly from the corner formed by the intersection of the northerly side of WEST 133RD STREET with the westerly side of AMSTERDAM AVENUE;

running thence northerly at right angles with WEST 133RD STREET and part of the distance through a party wall, 99 feet 11 inches to the center line of the block;

thence westerly along the said center line of the block and parallel with WEST 133RD STREET, 75 feet;

thence southerly again at right angles to the northerly side of 133RD STREET, 99 feet 11 inches to the northerly side of WEST 133RD STREET; and

thence easterly along the northerly side of 133RD STREET, 75 feet to the point or place of BEGINNING.

Block 1995, Lot 31

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Broadway and the northerly side of West 125th Street;

RUNNING THENCE westerly along the northerly side of West 125th Street, 138 feet 7 inches to a point, which point is where the westerly face of the westerly brick wall of the one-story brick building on the premises herein described would intersect the northerly side of West 125th Street;

THENCE northerly along a line which forms an exterior angle of 63° 11′ 07", with the said northerly side of West 125th Street and along the westerly face of the westerly wall of said building, 39 feet 5-1/4 inches to a point;

THENCE CONTINUING northerly along a line which forms an exterior angle of 182° 09′ 20" with the last mentioned course and along the westerly face of the westerly wall of said building, 32 feet to the southerly side of West 129th Street to a point therein, 123 feet 7-1/2 inches westerly from the corner formed by the intersection of the southerly side of West 129th Street with the westerly side of Broadway;

RUNNING THENCE easterly along the southerly side of West 129th Street, 123 feet 7-1/2 inches to the corner formed by the intersection of the southerly side of West 129th Street with the westerly side of Broadway;

RUNNING THENCE southerly along the westerly side of Broadway, 132 feet 10-1/2 inches more or less, to the point or place of BEGINNING.

Block 1996, Lot 14

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of West 130th Street, distant 225 feet easterly from the corner formed by the intersection of the easterly side of 12th Avenue and said southerly side of West 130th Street;

RUNNING THENCE Easterly along said southerly side of West 130th Street, 125 feet;

RUNNING THENCE Southerly on a line parallel with the easterly side of 12th Avenue, 182 feet 9 inches to the northerly side of West 125th Street (formerly Manhattan Street);

THENCE Northwesterly along said northerly side of West 125th Street, 139 feet 5-3/4 inches;

THENCE Northerly on a line parallel with the easterly side of 12th Avenue, 120 feet 11 inches to the southerly side of West 130th Street at the point or place of BEGINNING, be the said several dimensions, more or less.

Block 1996, Lot 15

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City of New York, County of New York and State of New York;

BEGINNING at a point in a line being 350 feet easterly from the corner formed by the intersection of the southerly side of 130th Street and the easterly side of 12th Avenue; and parallel with 12th Avenue distant 99 feet 11 inches southerly from the southerly side of 130th Street to the true point or place of beginning;

RUNNING THENCE southerly and parallel with 12th Avenue, 82 feet 6-3/4 inches to the northerly side of Manhattan Street or 125th Street;

RUNNING THENCE southeasterly and along the said northerly side of 125th Street, 27 feet, 10-3/4 inches;

RUNNING THENCE northerly and again parallel with 12th Avenue, 94 feet 11-1/4 inches;

RUNNING THENCE westerly and again parallel with 130th Street, 25 feet to the point or place of BEGINNING.

Block 1996, Lot 16

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

ALL those four certain lots, pieces or parcels of land, situate, lying and being in the 12th Ward of the City of New York, and known and distinguished on a certain map of property in Manhattanville belonging to the Estate of John B. Lawrence, deceased, dated January 1845, made by Edward Doughty, City Surveyor, and filed in the Office of the Register of the City and County of New York, by the Numbers, 512, 513, 544 and 545, and which taken together are bounded and described as follows, to wit:

BEGINNING at a point on the southerly side of 130th Street, distant 375 feet eastwardly of 12th Avenue, and;

RUNNING THENCE eastwardly along 130th Street, 50 feet;

THENCE southwardly and parallel with 12th Avenue, 199 feet and 10 inches to 129th Street;

THENCE westwardly along the northerly side of 129th Street 39 feet 11 inches to a point;

THENCE northwestwardly along the northeasterly side of Dr. Martin Luther King Blvd. (formerly Manhattan Street), 11 feet 3 inches to Lot Number 546 on said map;

THENCE northwardly and parallel with 12th Avenue along the easterly lines of Lot Number 546 and Lot Number 511 on said map, 194 feet 10 1/8 inches to 130th Street at the point or place of BEGINNING.

Block 1996, Lot 18

ALL that certain lots, pieces or parcels of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York bounded and described as follows:

BEGINNING at a point on the southerly line or side of 130th Street, distant 425 feet eastwardly from 12th Avenue;

RUNNING THENCE eastwardly along said southerly line or side of 130th Street, 50 feet;

THENCE southerly and parallel with 12th Avenue, 199 feet 10 inches, more or less, to the northerly line or side of 129th Street;

THENCE westerly along the said northerly line or side of 129th Street, 50 feet;

THENCE northerly and parallel with 12th AVenue, 199 feet 10 inches, more or less, to the said southerly line or side of 130th Street at the point or place of BEGINNING.

Block 1996, Lot 20

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City and County of New York bounded and described as follows:

BEGINNING at a point on the northerly side of 129th Street distant 275 feet westerly from the corner formed by the intersection of the northerly side of 129th Street with the westerly side of Broadway;

THENCE northerly and parallel with the westerly side of Broadway 199 feet 10 inches to the southerly side of 130th Street;

THENCE westerly along the southerly side of 130th Street 25 feet;

THENCE southerly and parallel with the westerly side of Broadway 199 feet 10 inches to the northerly side of 129th Street;

THENCE easterly along the northerly side of 129th Street, 25 feet to the point or place of BEGINNING.

Block 1996, Lot 21

ALL that certain plot, piece or parcel of land, situate, lying and being in Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 129th Street distant 225 feet westerly from the corner formed by the intersection of the northerly side of 129th Street with the westerly side of Broadway;

RUNNING THENCE northerly parallel with Broadway 199 feet 10 inches to the southerly side of 130th Street;

THENCE westerly along the southerly side of 130th Street 50 feet;

THENCE southerly parallel with Broadway 199 feet 10 inches to the northerly side of 129th Street; and

THENCE easterly along the northerly side of 129th Street 50 feet to the point or place of BEGINNING.

Block 1996, Lot 23

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 129th Street distant 100 feet westerly from the corner formed by the intersection of the northerly side of 129th Street with the westerly side of Broadway; and

RUNNING THENCE northerly parallel with Broadway 199 feet 10 inches to the southerly side of 130th Street;

THENCE westerly along the said southerly side of 130th Street 125 feet;

THENCE southerly again parallel with Broadway 199 feet 10 inches to the northerly side of 129th Street; and

THENCE easterly along the northerly side of 129th Street 125 feet to the point or place of BEGINNING.

Block 1996, Lot 29

ALL that lot of land, in the Borough of Manhattan, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of West 129th Street formerly St. Clair Place with the westerly side of Broadway widened and laid out; and

RUNNING THENCE northerly along the said westerly side of Broadway, 99 feet 11 inches to the center line of the block between West 129th Street and West 130th Street;

THENCE westerly along the said center line of the block parallel with the northerly side of West 129th Street one hundred feet;

THENCE southerly and parallel with the said westerly side of Broadway, 99 feet 11 inches to the northerly side of West 129th Street;

THENCE easterly along the northerly side of West 129th Street, 100 feet to the point of place of BEGINNING.

Block 1996, Lot 34

ALL that plot of land situate in the Borough of MANHATTAN, City, County and State of NEW YORK, bounded and described as follows:

BEGINNING at a point on the westerly side of BROADWAY distant fifty feet one inch south of the corner formed by the intersection of the southerly side of 130TH STREET and the westerly side of BROADWAY;

RUNNING THENCE southerly along the westerly side of BROADWAY forty-nine feet ten inches to the center line of the block between 129TH STREET, now called ST. CLAIR PLACE and 130TH STREET;

THENCE westerly along said center line of the block, one hundred feet;

THENCE northerly, parallel with the westerly side of BROADWAY, forty-nine feet and ten inches;

THENCE easterly parallel with the southerly side of 130TH STREET, one hundred feet to the westerly side of BROADWAY at the point or place of BEGINNING.

Block 1996, Lot 36

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of 130th Street and the westerly side of Broadway;

RUNNING THENCE southerly along the westerly side of Broadway, 50 feet 1 inch;

THENCE westerly parallel with the southerly side of 130th Street, 100 feet;

THENCE northerly parallel with the westerly side of Broadway, 50 feet 1 inch to the southerly side of 130th Street;

THENCE easterly along the southerly side of 130th Street, 100 feet to the point of BEGINNING.

Block 1996, Lot 50

ALL that certain, plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of One Hundred Thirtieth Street, distant three hundred fifty feet easterly from the corner formed by the intersection of the southerly side of One Hundred Thirtieth Street with the easterly side of Twelfth Avenue;

RUNNING THENCE southerly and parallel with Twelfth Avenue, ninety-nine feet, eleven inches;

RUNNING THENCE easterly parallel with One Hundred Thirtieth Street, twenty-five feet;

THENCE northerly and again parallel with Twelfth Avenue, ninety-nine feet eleven inches to the said southerly side of One Hundred Thirtieth Street;

RUNNING THENCE westerly along the said southerly side of One Hundred Thirtieth Street, twenty-five feet to the point or place of BEGINNING.

Block 1997, Lot 1

All that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of 130th Street with the easterly side of Twelfth Avenue;

RUNNING THENCE Northerly, along said easterly side of Twelfth Avenue, 100 feet;

THENCE Easterly, and parallel with 130th Street, 100 feet;

THENCE Southerly, and parallel with Twelfth Avenue, 1 inch;

THENCE Easterly and parallel with West 130th Street, 25 feet;

THENCE Southerly, and parallel with Twelfth Avenue, 99 feet 11 inches to said northerly side of 130th Street, and

THENCE Westerly, along 130th Street, 125 feet to the point or place of BEGINNING.

Block 1997, Lot 6

ALL that certain plot, piece or parcel of land together with the improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, shown on the Tax Map of the City of New York for the Borough of Manhattan, as Section 7, Block 1997, Lot 6, as said Tax Map existed on the date of title vesting 10/16/64.

Block 1997, Lot 9

Parcel A:

Block 1997 Part of Lot 9 on the Tax Map of New York County

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, designated as lots numbered 618, 619 and 620 on a certain map entitled, "Map of property in Manhattanville belonging to the Estate of John B. Lawrence, deceased" by Edward Doughty, City Surveyor, dated January 1845, and filed in the Office of the Register of the County of New York, January 1, 1860, more particularly bounded and described as follows:

BEGINNING at a point on the northerly side of One Hundred and Thirtieth Street distant two hundred and fifty (250) feet easterly from the corner formed by the intersection of the northerly side of One Hundred and Thirtieth Street with the easterly side of Twelfth Avenue;

RUNNING THENCE Northerly and parallel with Twelfth Avenue, ninety-nine (99) feet and eleven (11) inches to the center line of the block between One Hundred and Thirtieth and One Hundred and Thirty-first Streets:

THENCE Easterly along the center line of the block, seventy-five (75) feet;

THENCE Southerly and again parallel with Twelfth Avenue, ninety-nine (99) feet eleven (11) inches to the northerly side of One Hundred and Thirtieth Street;

THENCE Westerly along the northerly side of One Hundred and Thirtieth Street, seventy-five (75) feet to the point or place of BEGINNING.

Parcel B:

Block 1997 Part of Lot 9 on the Tax Map of New York County

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, known and distinguished on a certain map entitled, "Map of property in Manhattanville belonging to the Estate of John B. Lawrence, deceased New York, January 1845, Edward Doughty, C.E." as and by the numbers 621 and 622 and taken together are bounded and described as follows:

BEGINNING at a point on the northeasterly side of 130th Thirtieth Street, distant 525 feet northwesterly from the northwesterly side of 11th Avenue;

RUNNING THENCE Northeasterly at right angles to 130th Street, 99 feet 11 inches to the center line of the block between 130th and 131st Streets;

RUNNING THENCE Northwesterly and along the said center line 50 feet;

RUNNING THENCE Southwesterly at right angles to 130th Street, 99 feet 11 inches to the northeasterly side of 130th Street;

RUNNING THENCE Southeasterly along the said northeasterly side of 130th Street, 50 feet to the point or place of BEGINNING.

Block 1997, Lot 14

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 130th Street, 325 feet easterly from the northeasterly corner of 130th Street and 12th Avenue;

RUNNING THENCE Northerly parallel with 12th Avenue 99 feet 11 inches;

THENCE Easterly parallel with 130th Street, 75 feet;

THENCE Southerly parallel with 12th Avenue, 99 feet 11 inches to the northerly side of 130th Street;

THENCE Westerly along the northerly side of 130th Street, 75 feet to the point or place of BEGINNING.

Block 1997, Lot 17

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 130th Street, distant 350 feet 3 inches westerly from the northwesterly corner of Broadway and 130th Street;

THENCE northerly and parallel with Broadway 99 feet 11 inches to the center line of the block between 130th and 131st Street;

THENCE westerly along the center line of the block 24 feet 9 inches;

THENCE southerly and parallel with Broadway 99 feet 11 inches to the northerly side of 130th Streets;

THENCE easterly along the northerly side of 130th Street 24 feet 9 inches to the point or place of BEGINNING.

Block 1997, Lot 18

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 130th Street, distant 275 feet westerly from the corner formed by the intersection of the northerly side of 130th Street with the westerly side of Broadway;

RUNNING THENCE northerly parallel with Broadway 99 feet 11 inches to the center line of the block;

THENCE westerly along the center line of the block 75 feet 3 inches;

THENCE southerly parallel with Broadway 99 feet 11 inches to the northerly side of 130th Street;

THENCE easterly along the same 75 feet 3 inches to the point or place of BEGINNING.

Block 1997, Lot 21

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 130th Street, distant 250 feet westerly from the corner formed by the intersection of the westerly side of Broadway and the northerly side of 130th Street;

THENCE Northerly parallel with Broadway 99 feet 11 inches to the center line of the block;

THENCE Westerly parallel with 130th Street and along the said center line of the block 25 feet;

THENCE Southerly parallel with Broadway 99 feet 11 inches to the northerly side of 130th Street and

THENCE Easterly along the said northerly side of 130th Street 25 feet to the point or place of BEGINNING.

Block 1997, Lot 27

ALL that lot or parcel of land in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of 130th Street distant 100 feet westerly from the westerly line of Eleventh Avenue and 75 feet westerly from the westerly line of the Boulevard as same was on the 12th day of June, 1889; and

RUNNING THENCE westerly along the northerly line of 130th Street 100 feet;

THENCE northerly parallel with the Boulevard 99 feet 11 inches to the middle line of the block between 130th and 131st Streets;

THENCE easterly parallel with 130th Street along the said middle line of the block 100 feet; and

THENCE southerly parallel with the Boulevard 99 feet 11 inches to the northerly line or side of 130th Street, at the point or place of BEGINNING.

Block 1997, Lot 29

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northwesterly corner of 130th Street and Broadway (formerly Boulevard);

RUNNING THENCE northerly along the westerly side of Broadway 25 feet 1 inch more or less to the southerly face of the southerly wall of the building on the premises adjoining on the north, now or formerly belonging to T.J. McGuire Construction Company;

THENCE westerly along the southerly face of said wall, 75 feet;

THENCE southerly and parallel with Broadway, 25 feet 1 inch more or less to the northerly line of 130th Street; and

THENCE easterly along said northerly line of 130th Street, 75 feet to the point or place of BEGINNING.

Block 1997, Lot 30

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Broadway, distant 99 feet 11 inches southerly from the corner formed by the intersection of the southerly side of 131st Street and the westerly side of Broadway;

RUNNING THENCE southerly along the westerly side of Broadway, 74 feet 10 inches more or less to the southerly face of the southerly wall of building standing on premises hereby described;

THENCE westerly along the southerly face of said southerly wall, 75 feet more or less to a point in a line drawn parallel and distant 75 feet westerly from the westerly side of Broadway;

THENCE northerly parallel with Broadway, 74 feet 10 inches more or less to a point in a line drawn parallel with and distant 99 feet 11 inches southerly from the southerly side of 131st Street;

THENCE easterly parallel with 131st Street, 75 feet to the westerly side of Broadway, at the point or place of BEGINNING.

Block 1997, Lot 33

ALL that parcel of land in the Borough of Manhattan, City and County of New York, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Broadway distant seventy-four feet eleven inches southerly from the corner formed by the intersection of the southerly side of 131st Street, with the said westerly side of Broadway;

RUNNING THENCE westerly parallel with 131st Street one hundred feet;

THENCE southerly parallel with Broadway, twenty-five feet;

THENCE easterly again parallel with 131st Street one hundred feet to the westerly side of Broadway; and

THENCE northerly along the westerly side of Broadway, twenty-five feet to the point or place of BEGINNING.

Block 1997, Lot 34

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the westerly side of Broadway and the southerly side of West 131st Street;

RUNNING THENCE Southerly along said westerly side of Broadway, 74 feet 11 inches;

THENCE Westerly parallel with 131st Street, 100 feet;

THENCE Southerly parallel with Broadway, 25 feet;

THENCE Westerly, again parallel with 131st Street, 25 feet;

THENCE Northerly again parallel with Broadway, 99 feet 11 inches to the southerly side of 131st Street; and

THENCE Easterly along the southerly side of 131st Street, 125 feet to the point or place of BEGINNING.

Block 1997, Lot 40

PARCEL A:

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, known and designated as lots numbered Six hundred and fifty-one, Six hundred and fifty-two, Six hundred and fifty-three and Six hundred and fifty-four on a certain map entitled, "Map of Property in Manhattanville belonging to the Estate of John B. Lawrence, deceased, New York, January 1845, Edward Doughty, City Surveyor" as Map Number 214 filed in the Office of the Register of the County of New York, which plot is bounded and described as follows:

BEGINNING at a point in the southerly side of One Hundred and Thirty-First Street, distant 150 feet, formerly 175 feet westerly from the southwesterly corner of One Hundred and Thirty-First Street and Eleventh Avenue now known as Broadway;

RUNNING THENCE Southerly and parallel with Eleventh Avenue, 99 feet 11 inches to the middle line of the block;

THENCE Westerly and parallel with One Hundred and Thirty-First Street, 100 feet;

THENCE Northerly and parallel with Eleventh Avenue, 99 feet 11 inches to the southerly side of One Hundred and Thirty-first Street;

THENCE Easterly along the southerly side of One Hundred and Thirty-first Street, 100 feet to the point or place of BEGINNING.

PARCEL B:

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of One Hundred and Thirtieth Street distant 175 feet westerly from the corner formed by the intersection of the westerly side of Broadway and the northerly side of One Hundred and Thirtieth Street;

RUNNING THENCE northerly parallel with Broadway, 99 feet 11 inches to the center line of the block;

THENCE Westerly parallel with One Hundred and Thirtieth Street and along the said center line of the block, 75 feet;

THENCE Southerly (and partly through a party wall) parallel with Broadway, 99 feet 11 inches to the northerly side of One Hundred and
Thirtieth Street;

THENCE Easterly along the northerly side of One Hundred and Thirtieth Street, 75 feet to the point or place of BEGINNING.

PARCEL C:

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of One Hundred and Thirty-First Street, distant 125 feet westerly from the southwesterly corner of One Hundred and Thirty-First Street and Broadway;

RUNNING THENCE Southerly at right angles to One Hundred and Thirty-First Street, 99 feet 11 inches to the center line of the block between One Hundred and Thirtieth and One hundred and Thirty-First Streets;

THENCE Westerly along the center line of the block, 25 feet;

THENCE Northerly at right angles to One Hundred and Thirty-first Street, 99 feet 11 inches to the southerly side of One Hundred and Thirty-first Street;

THENCE Easterly along the southerly side of One Hundred and Thirty-First Street, 25 feet to the point or place of BEGINNING.

Block 1997, Lot 47

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of West 131st Street, 325 feet Westerly from the corner formed by the intersection of the Southerly side of West 131st Street, and the Westerly side of Broadway;

RUNNING THENCE Southerly, a distance of 99 feet 11 inches;

THENCE Westerly and parallel with 131st Street, 25 feet;

THENCE Northerly a distance of 99 feet 11 inches to the Southerly side of West 131st Street;

THENCE Easterly along the Southerly side of West 131st Street, 25 feet to the point or place of BEGINNING.

THENCE easterly along the northerly side of 130th Street 24 feet 9 inches to the point or place of BEGINNING.

Block 1997, Lot 48

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of West 131st Street, 350 feet from the corner formed by the intersection of the Southerly side of West 131st Street, and the Westerly side of Broadway;

RUNNING THENCE Southerly, a distance of 99 feet 11 inches;

THENCE Westerly and parallel with West 131st Street, 25 feet;

THENCE Northerly a distance of 99 feet 11 inches to the Southerly side of West 131st Street;

THENCE Easterly along the Southerly side of West 131st Street, 25 feet to the point or place of BEGINNING.

Block 1997, Lot 49

ALL those certain lots, pieces or parcels of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, which taken together are bounded and described as follows:

BEGINNING at a point on the southerly line or side of 131st Street, distant 375 feet westerly from the corner formed by the intersection of the said southerly line or side of 131st Street with the westerly line of side of the Grand Boulevard;

RUNNING THENCE southerly and parallel with the Grand Boulevard, 99 feet 11 inches to the center line of the block between 130th and 131st Streets;

THENCE westerly along said center line of the block, 75 feet;

THENCE northerly and parallel with the Grand Boulevard, 99 feet 11 inches to the said southerly line or side of 131st Street; and

THENCE easterly along said southerly line or side of 131st Street, 75 feet to the point or place of beginning being 75 feet in front and rear and 99 feet 11 inches in depth on each side thereof;

The Grand Boulevard is now known as Broadway.

Block 1997, Lot 52

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of 131st Street, distant 250 feet Easterly from the corner formed by the intersection of the Southerly side of 131st Street and the Easterly side of 12th Avenue;

RUNNING THENCE Easterly, along the Southerly side of 131st Street, 75 feet;

THENCE Southerly, parallel with 12th Avenue, and part of the distance through a party wall, 99 feet 11 inches to the center line of the block;

THENCE Westerly, along the center line of the block, 75 feet; and

THENCE Northerly, parallel with 12th Avenue, 99 feet 11 inches to the point or place of BEGINNING.

Block 1997, Lot 55

ALL that certain plot, piece or parcel of land, situate, lying and being in the 12 Ward, of the Borough of Manhattan, City, County and State of New York, more particularly bounded and described as follows:

BEGINNING at a point on the southerly side of 131st Street distant 225 feet easterly from the southeasterly corner of 12th Avenue and 131st Street;

RUNNING THENCE easterly along 131st Street, 25 feet;

THENCE southerly 99 feet 11 inches to the center line of the block;

THENCE westerly 25 feet;

THENCE northerly 99 feet 11 inches to the point or place of BEGINNING.

Being the same lot of ground known as Number 639 on a certain map of property in Manhattanville belonging to the Estate of John B. Lawrence, deceased, made by Edward Doughty, C.S., and now on file in the Office of the Register of the City of New York.

Block 1997, Lot 56

ALL that certain lot, piece or parcel of land, situate, lying and being in the Borough of MANHATTAN, of the City of NEW YORK, in the County and State of NEW YORK, known and designated on a certain map entitled, "Map of property in Manhattanville, belonging to the Estate of John B. Lawrence, deceased" New York, January, 1845, Edward Doughty, C.S., and filed in the Office of the Register of the City and County of New York of January 31st, 1860, as Map Number 214, as Lot Number 638, bounded and described as follows:

BEGINNING at a point on the southerly side of 131ST STREET, distant 200 feet easterly from the corner formed by the intersection of the southerly side of 131ST STREET with the easterly side of TWELFTH AVENUE;

RUNNING THENCE southerly parallel with TWELFTH AVENUE, 99 feet 11 inches to the center line of the block;

THENCE easterly along said center line of the block and parallel with 131ST STREET, 25 feet;

THENCE northerly parallel with TWELFTH AVENUE, 99 feet 11 inches to the southerly side of 131ST STREET, and

THENCE westerly along the same, 25 feet to the point or place of BEGINNING.

Block 1997, Lot 61

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of MANHATTAN, City of NEW YORK, and State of NEW YORK, designated by the Number 632, 633 and 634 on a certain map entitled, "Map of Property in Manhattanville, belonging to the Estate of John B. Lawrence, deceased", dated New York, January, 1845, made by Edward Doughty, City Surveyor, and filed in the Office of the Register of the County of New York as Map Number 214, which said lots taken together are bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of 131ST STREET with the easterly side of 12TH AVENUE;

RUNNING THENCE easterly along the said southerly side of 131ST STREET, 125 feet;

THENCE southerly parallel with the said easterly side of 12TH AVENUE, 99 feet 11 inches to the center line of the block;

THENCE westerly along the said center line of the block, 25 feet;

THENCE northerly parallel with the said easterly side of 12TH AVENUE, 25 feet 1 inch;

THENCE westerly parallel with the said southerly side of 131TH STREET, 100 feet to the said easterly side of 12TH AVENUE; and

THENCE northerly along the said easterly side of 12TH AVENUE, 74 feet 10 inches to the point or place of BEGINNING.

Block 1997, Lot 64

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, known and designated as Lot Number Six hundred and thirty-one on "Map of Property in Manhattanville, belonging to Estate of John B. Lawrence, deceased" dated January 1845 made by B. Doughty, C.S. and filed in New York County Register's Office as Map Number 214, which said lot is bounded and described as follows:

BEGINNING at a point on the easterly side of Twelfth Avenue, distant about one hundred feet northerly from the corner formed by the intersection of the easterly side of Twelfth Avenue with the northerly side of One Hundred and Thirtieth Street at the center line of the block, between One Hundred and Thirtieth and One Hundred and Thirty-first Streets;

THENCE easterly along said center line of the block, one hundred feet;

THENCE northerly parallel with Twelfth Avenue, twenty-five feet;

THENCE westerly parallel with One Hundred and Thirty-First Street, one hundred feet to the easterly side of Twelfth Avenue; and

THENCE southerly along the easterly side of Twelfth Avenue, twenty-five feet to the point or place of BEGINNING. Be the said several distances and dimensions more or less.

Block 1998, Lot 1

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of 12th Avenue and the northerly side of West 131st Street;

THENCE northerly along the easterly side of 12th Avenue 30 feet;

THENCE easterly parallel with the northerly side of West 131st Street 100 feet;

THENCE southerly parallel with the easterly side of 12th Avenue 30 feet to the northerly side of West 131st Street; and

THENCE westerly along the same 100 feet to the corner, the point or place of BEGINNING.

Block 1998, Lot 3

ALL that certain plot, piece or parcel of land, situate, lying and being in the City, County and State of NEW YORK, bounded and described as follows:

BEGINNING at a point on the easterly side of 12TH AVENUE, distant 30 feet northerly from the Northeasterly corner of 12TH AVENUE and 131ST STREET;

RUNNING THENCE easterly parallel with 131ST STREET, 100 feet;

THENCE northerly parallel with 12TH AVENUE, 69 feet 11 inches;

THENCE westerly parallel with 131ST STREET, 100 feet to the easterly side of 12TH AVENUE;

THENCE southerly along the easterly side of 12TH AVENUE, 69 feet 11 inches to the point or place of BEGINNING.

Block 1998, Lot 6

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 131st Street distant 100 feet easterly from the corner formed by the intersection of the northerly side of 131st Street and the easterly side of 12th Avenue;

RUNNING THENCE Northerly parallel with the easterly side of 12th Avenue, 99 feet 11 inches to the center line of the block;

THENCE Easterly along the center line of the block and parallel with the northerly side of 131st Street, 50 feet;

THENCE Southerly parallel with the Easterly side of 12th Avenue, 99 feet 11 inches to the northerly side of 131st Street;

THENCE Westerly along the northerly side of 131st Street, 50 feet to the point or place of BEGINNING.

Block 1998, Lot 10

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 131st Street distant 475 feet westerly from the corner formed by the intersection of the northerly side of 131st Street with the westerly side of Broadway; formerly the Boulevard;

THENCE RUNNING Northerly parallel with the westerly side of Broadway, 99 feet 11 inches;

THENCE Westerly parallel with the northerly side of 131st Street, 150 feet;

THENCE Southerly again parallel with the westerly side of Broadway, 99 feet 11 inches;

THENCE Easterly along the said northerly side of 131st Street, 150 feet to the point or place of BEGINNING.

Block 1998, Lot 13

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City of New York, County of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 131st Street distant three hundred feet easterly from the corner formed by the intersection of the northerly side of 131st Street with the easterly side of Riverside Drive;

THENCE Northerly parallel with Riverside Drive, ninety-nine feet eleven inches to the center line of the block;

THENCE Easterly along the said center line of the block, seventy-five feet;

THENCE Southerly and parallel with Riverside Drive, ninety-nine feet eleven inches to the northerly side of 131st Street;

THENCE Westerly along the northerly side of 131st Street, seventy-five feet to the point or place of BEGINNING.

Note: Riverside Drive, a/k/a 12th Avenue.

Block 1998, Lot 16

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of West 131st Street, distant 375 feet easterly from the corner formed by the intersection of the northerly side of West 131st Street with the easterly side of 12th Avenue;

RUNNING THENCE northerly parallel with the easterly side of 12th Avenue, 99 feet 11 inches to the center line of the block;

THENCE easterly along the center line of the block parallel with the northerly side of West 131st Street, 25 feet;

THENCE southerly parallel with the easterly side of 12th Avenue, 99 feet 11 inches to the northerly side of West 131st Street; and

THENCE westerly along the northerly side of West131st Street, 25 feet to the point or place of the BEGINNING.

Block 1998, Lot 24

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, more particularly bounded and describd as follows:

BEGINNING at a point on the southerly side of 132nd Street distant 150 feet westerly from the corner formed by the intersection of the southerly side of 132nd Street with the westerly side of Broadway;

RUNNING THENCE southerly parallel with the westerly side of Broadway 199 feet 10 inches to the northerly side of 131st Street;

THENCE westerly along the northerly side of 131st Street, 50 feet;

THENCE northerly, again parallel with the westerly side of Broadway 199 feet 10 inches to the southerly side of 132nd Street; and

THENCE easterly along the southerly side of 132nd Street 50 feet to the point or place of BEGINNING.

Block 1998, Lot 26

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 131st Street, distant 100 feet westerly from the northwesterly corner of Broadway (formerly The Boulevard) and 131st Street;

RUNNING THENCE westerly along 131st Street, 50 feet;

THENCE northerly at right angles to 131st Street, 99 feet, 11 inches;

THENCE easterly parallel with 131st Street, 50 feet;

THENCE southerly at right angles to 131st Street, 99 feet, 11 inches to the point or place of BEGINNING.

Block 1998, Lot 57

PARCEL 1

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York bounded and described as follows:

BEGINNING at a point on the southerly side of 132nd Street distant 175 feet from the corner formed by the intersection of the southerly side of 132nd Street and the easterly side of 12th Avenue;

THENCE easterly along the southerly side of 132nd Street 25 feet;

THENCE southerly parallel with the easterly side of 12th Avenue 99 feet 10 inches to the center line of the block;

THENCE westerly parallel with 132nd Street 25 feet;

THENCE northerly parallel with 12th Avenue 99 feet 10 inches to the point or place of BEGINNING.

PARCEL II

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 132nd Street distant 100 feet easterly from the corner formed by the intersection of the southerly side of 132nd Street and the easterly side of 12th Avenue;

THENCE southerly parallel with the easterly side of 12th Avenue, 99 feet 11 inches to the center line of the block;

THENCE easterly along the center line of the block 75 feet;

THENCE northerly parallel with the easterly side of 12th Avenue 99 feet 11 inches to the southerly side of 132nd Street;

THENCE westerly along the southerly side of 132nd Street 75 feet to the point or place of BEGINNING.

Block 1998, Lot 61

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of 132nd Street and the easterly side of 12th Avenue;

THENCE southerly along the easterly side of 12th Avenue 99 feet 10 inches to the center line of the block;

THENCE easterly along the center line of the Block, 100 feet;

THENCE northerly parallel with 12th Avenue, 99 feet 10 inches to the southerly side of 132nd Street;

THENCE westerly along the southerly side of 132nd Street, 100 feet to the point or place of BEGINNING.

EXHIBIT D

NEW YORK STATE PUBLIC AUTHORITIES CONTROL BOARD

R E S O L U T I O N No. 09-UD-1048

APPROVING A SPECIFIED PROJECT OF THE URBAN DEVELOPMENT CORPORATION - City of New York, (New York County) - Columbia University Educational Mixed Use Development Land Use Improvement and Civic Project (the "Project")

WHEREAS, the New York State Public Authorities Control Board ("PACB"), created pursuant to Chapter 38, Laws of 1976, as amended, has been empowered by section 51 of the Public Authorities Law to receive applications from designated public benefit corporations, including the Urban Development Corporation ("UDC" or the "Corporation") and its subsidiaries, for approval of the acquisition, construction, or financing of any project by any such public benefit corporation; and

WHEREAS, pursuant to subdivision 1 of section 51 of the enabling legislation, UDC has made an application to the PACB to enable UDC to implement the Project in accordance with the Modified General Project Plan for the Project (the "GPP"); and

WHEREAS, the Project would be located in the Manhattanville neighborhood of West Harlem in northern Manhattan on an approximately 17-acre site (the "Project Site"), the principal portion of which is bounded by and includes West 125th Street on the south, West 133rd Street on the north, Broadway on the east and Twelfth Avenue on the west, as well as certain areas located beneath streets owned by the City of New York ("NYC" or the

"City") within this area, and the remaining portion of the which consists of an area bounded by and including Broadway on the west, West 133rd and West 134th Streets on the south and north, respectively, and a line between West 133rd and West 134th Streets approximately 200 feet east of Broadway, along with an irregularly-shaped block enclosed by and including Broadway on the west, Old Broadway on the east, West 131st Street on the south, and West 133rd Street on the north; and

WHEREAS, the Project consists of the development by Columbia University in the City of New York ("Columbia") of a modern, open, integrated campus comprising a total of approximately 6.8 million gross square feet ("GSF") of new, state-of-the-art facilities housed in up to 16 new buildings and in an adaptively reused existing building that would be used primarily for teaching facilities, academic research, University housing and recreational and open active ground floor uses; and

WHEREAS, approximately 2 million GSF of the Project total would be developed as a continuous, multi-level, below-grade facility of up to 80 feet in depth which would extend in part below City-owned streets, would connect most of the buildings on the principal portion of the Project Site and would be used for activities that support the academic, academic research, housing, recreation and teaching programs of the University and other occupants of the Project Site; and

WHEREAS, approximately two acres (94,000 square feet) of publicly accessible, grade-level, open space would be constructed, a market zone along Twelfth Avenue would be created, and sidewalks would be widened to accommodate new seating; and

WHEREAS, space that can be flexible configured to meet modern teaching and research methods is crucial to the ability of a University to attract top students and faculty; and

WHEREAS, the education sector is important to the economy of the City and State of New York

WHEREAS, Columbia is regarded as one of the world's leading institutions of higher education and is a major private-sector employer with 14,000 current employees, over 2/3rds of whom reside in the City; and

WHEREAS, the Project is expected to provide for Columbia's projected space needs for the next 25 years, to generate over 14,000 construction jobs and 6,000 new permanent University jobs, to create publicly accessible open space in an area in need of such facilities and to provide a significant package of new educational, recreational, job training and other civic amenities; and

WHEREAS, Columbia has acquired over 80 percent of the Project Site parcels through private negotiation but assemblage of the balance of the Project Site will require the assistance

of UDC through the exercise of eminent domain under Section 13 of the UDC Act and the Eminent Domain Procedure Law ("EDPL") and the voluntary conveyance of City property under Section 14 of the UDC Act; and

WHEREAS, the Project Site contains seven residential buildings (the "Residential Properties") and two other buildings (the "Church Properties") which two buildings together contain 10 legal residential units; and

WHEREAS, ESDC agrees that it will not exercise its eminent domain power to acquire the Residential Properties or the Church Properties; and

WHEREAS, the Project will be funded entirely by Columbia or other third parties and ESDC is not providing any funding therefor; and

WHEREAS, on July 17, 2008, the UDC Directors adopted a General Project Plan for the Project, authorized the holding of a public hearing on the Project and authorized other actions; and

WHEREAS, on September 2, 2008 and September 4, 2008, UDC held a public hearing on the Project and held the record of the hearing open for written comments on the Project through October 10, 2008; and

WHEREAS, UDC considered written comments received after the close of the hearing record; and

WHEREAS, in response to comments received, the General Project Plan has been modified to provide start dates for the items comprising the program of civic amenities associated with the Project and to provide for a full 25-year term for the provision of many of these items of amenities and has also been modified to provide certain clarifications to the discussions of Project Site Development and Site Assemblage; and

WHEREAS, on December 17, 2008, the UDC Directors adopted a Statement of Findings pursuant to the State Environmental Quality Review Act, ratified UDC Act findings, affirmed the Modified General Project Plan for the Project, made a Determination and Findings pursuant to the EDPL and authorized the acquisition of property for purposes of Project implementation, authorized the override of certain provisions of the New York City Charter in connection with the Project, and took other Project related actions; and

WHEREAS, any material change to the GPP, such as an expansion of the Project Site or a change in Project financing to include financial assistance from ESDC, would require the adoption of such changes by the ESDC Directors, the holding of a public hearing on the proposed changes, the affirmation of the proposed changes by the ESDC Directors after consideration of all comments and statements made by the public at the hearing,

application by ESDC to the PACB to approve the GPP as modified and the approval by PACB of the GPP as so modified; and

WHEREAS, ESDC will monitor the activities of Columbia with respect to the relocation of residential occupants from the Project Site in connection with Project implementation; and

WHEREAS, Columbia and the West Harlem Local Development Corporation have entered into the West Harlem Community Benefits Agreement (the "CBA") as of May 18, 2009; and

WHEREAS, the CBA provides for Columbia to make good faith efforts to achieve a goal of awarding at least 35% of the total dollar value of Phase I Project site development construction subcontracts, which contracts would be governed by a Project Labor Agreement for the Project, to Minority, Women and Local Business Enterprises; and

WHEREAS, the CBA sets forth the further goal that at least 40% of the Project area construction workforce will be qualified minority group members, women and local residents; and

WHEREAS, the application has been submitted to the Comptroller, and he has had the opportunity to comment;

NOW THEREFORE BE IT RESOLVED, that the PACB approves UDC's participation in the Project identified below in accordance with section 51 of the Public Authorities Law:

PROJECT IDENTIFICATION

Project Description	Amount to be Financed by UDC
Columbia University Educational Mixed Use Development Land Use Improvement Project and Civic Project (New York County)	$0(zero) dollars

* * * * * * * *

This resolution shall take effect immediately.

Laura L. Anglin, Chair
Public Authorities Control Board

for
Sheldon Silver, Member of the Board

William T. Stachowski, Member of the Board

09-UD-1048
Date: May 20, 2009

CERTIFICATION

STATE OF NEW YORK
COUNTY OF ALBANY ss.

I, Dennis J. Hodges, Secretary of the New York State Public Authorities Control Board, do hereby certify that at a meeting of such Board, held on May 20, 2009, the attached resolution was duly adopted by the unanimous vote of the Members of the Board. The resolution attached is a true copy of the resolution and the certification of the determination made by such resolution and of the signatures thereto of each of the Members of the Board or their duly appointed representatives, the original of which is on file in my office. As of the date of this certification, such resolution has not been modified, superseded, amended or repealed and remains in full force and effect.

In witness thereof I have hereunto set my hand this 20th day of May 2009.

Dennis J. Hodges
Secretary

STATE OF NEW YORK
COUNTY OF ALBANY ss.

On this 20th day of May 2009, before me personally came Dennis J. Hodges to me known, who, being by me duly sworn, did depose and say that he is the Secretary of the New York State Public Authorities Control Board, that he executed the foregoing certification and that the contents thereof are true.

Barbara J. Milano
Notary Public, State of New York
Qualified in Schenectady County
Commission expires: 5/26/10
Reg. No. 4996828

EXHIBIT E

Academic Use

"Academic Use" shall mean instructional and related activities, including non-laboratory research, requiring classrooms, computational and other analytical space, offices for faculty and administrators, and library and study spaces, along with spaces related thereto, including teaching laboratories. A classroom is defined as a room used for teaching that is not tied to a specific subject or discipline by equipment in the room or the configuration of the room, and a classroom may include, without limitation, a meeting room, lecture hall, breakout room or seminar room. Academic use typically also requires space for related activities, such as specialized performing arts spaces, auditoria, film/video studios and editing bays, language laboratories, exhibit spaces, conference spaces, library and study spaces and similar support spaces and amenities.

EXHIBIT F

Academic Research Use

"Academic Research Use" shall mean scholarly investigation requiring laboratories that include special purpose equipment and/or a specific room configuration, and offices for graduate students, researchers and administrators. Academic research typically also requires space for related activities, such as classrooms (as defined in the definition of "Academic Use" in Exhibit E to this Declaration), library and study spaces, animal care facilities and similar support spaces and amenities. Wet laboratories are currently the most common type of laboratory space and exhibit one or more of the following physical features: (i) lab benches with chemical resistant tops typically provided with sinks, outlets for compressed air, gas, vacuum, water and electrical receptacles, (ii) either centralized or local de-ionized water outlets, (iii) fume hoods, (iv) chemical and solvent storage cabinets, (v) chemical resistant finishes and flooring. However laboratories may include other types of specialized equipment that are not commonly considered to be characteristic of wet laboratories. Space characterized by the inclusion of special purpose equipment that ties research or instructional activities to a particular non-scientific or non-engineering discipline do not qualify as academic research space.

EXHIBIT G

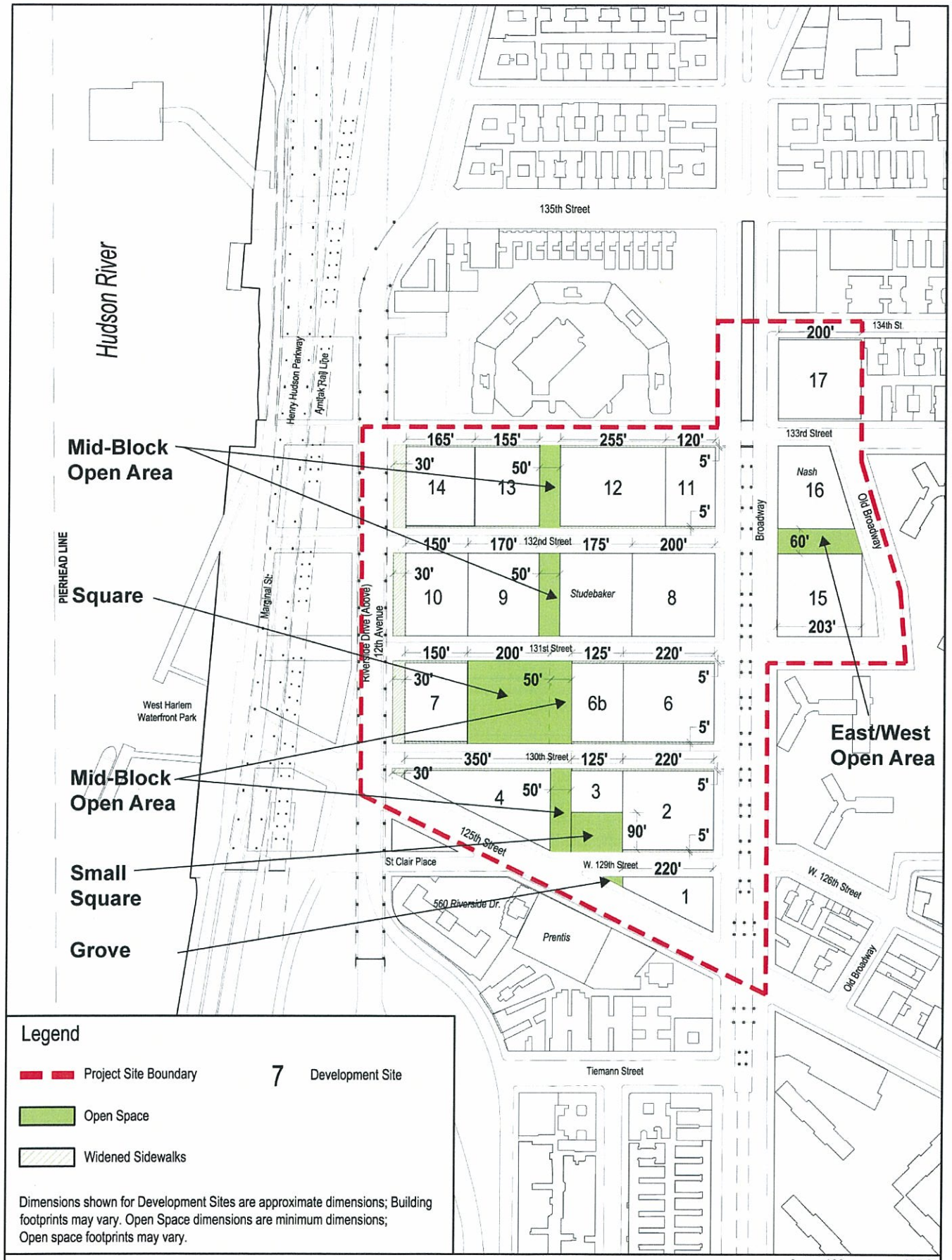
Below-Grade Uses

"Below-Grade Uses" shall mean activities that support the academic, academic research, housing, recreation, teaching and research programs of the Declarant and other occupants of buildings in the Project Site. These would include support activities for the above grade uses in the Project Site, including, but not limited to, centralized heating and cooling plants, other utility services and mechanical facilities, shops, receiving, loading, trash compaction, recycling and goods distribution facilities, parking, storage, research support facilities, recreation facilities and other academic and academic research building support facilities, such as libraries, food service areas, meeting spaces, classroom and other instructional spaces, computer labs, and equipment. In addition, below grade portions of Tax Block 1999 may be used for bus depot and other transportation uses, and uses accessory thereto.

Declarant may permit use of the Below-Grade Facility for utility lines, conduit, cable, equipment, etc., that is not owned by Declarant or used for the Project provided that such public utility equipment installation is required (1) for the relocation of public utilities which are located within the Project Site or (2) for public utilities, whether now providing services or which may provide services in the future to customers within the vicinity of the Project Site and with respect to which the public streets cannot reasonably accommodate the installation of such public utility equipment because of space or constructability limitations. Any other forms or manner of public utility equipment installation within the volume of the Below-Grade Facility would require the City's and ESDC's express consent.

Declarant may permit use of portion of the Below-Grade Facility under West 132nd Street to be used for bus parking and ingress and egress related thereto.

Exhibit H



Manhattanville in West Harlem Land Use Improvement and Civic Project

December 2008

Exhibit I

ALL that certain plot, piece or parcel of land, known and designated as Lot 1, Block 1999 on the Tax Map of the City of New York for the Borough of Manhattan as said tax map existed on the date of this Declaration.

EXHIBIT J

PARCEL I

ALL -that certain plot, piece or parcel of land, situate . lying. and being in the Borough of Manhattan, City, County and State of New·York, bounded and described as follows:

BEGINNING at a point on the southerly s ide of West 132nd Street distant two hundred feet (200') easterly from the 12th Avenue;

RUNNING THENCE southerly parallel with the said 12th Avenue, ninety-nine feet 11 inches (99' 11") to the center line of the block;

THENCE easterly parallel with West 132nd Street, one hundred and seventy- five feet (175');

THENCE northerly parallel with 12th Avenue, ninety nine feet eleven inches (99' 11") to the southerly side of West 132nd Street ; and

THENCE westerly along the southerly side of West 132nd Street, one hundred and seventy five feet; (175') to the point or place of BEGINNING.

PARCEL II

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of West 132nd Street distant 375 feet easterly from the corner formed by the intersection of the southerly side of West 132nd Street with the easterly side of 12th Avenue;

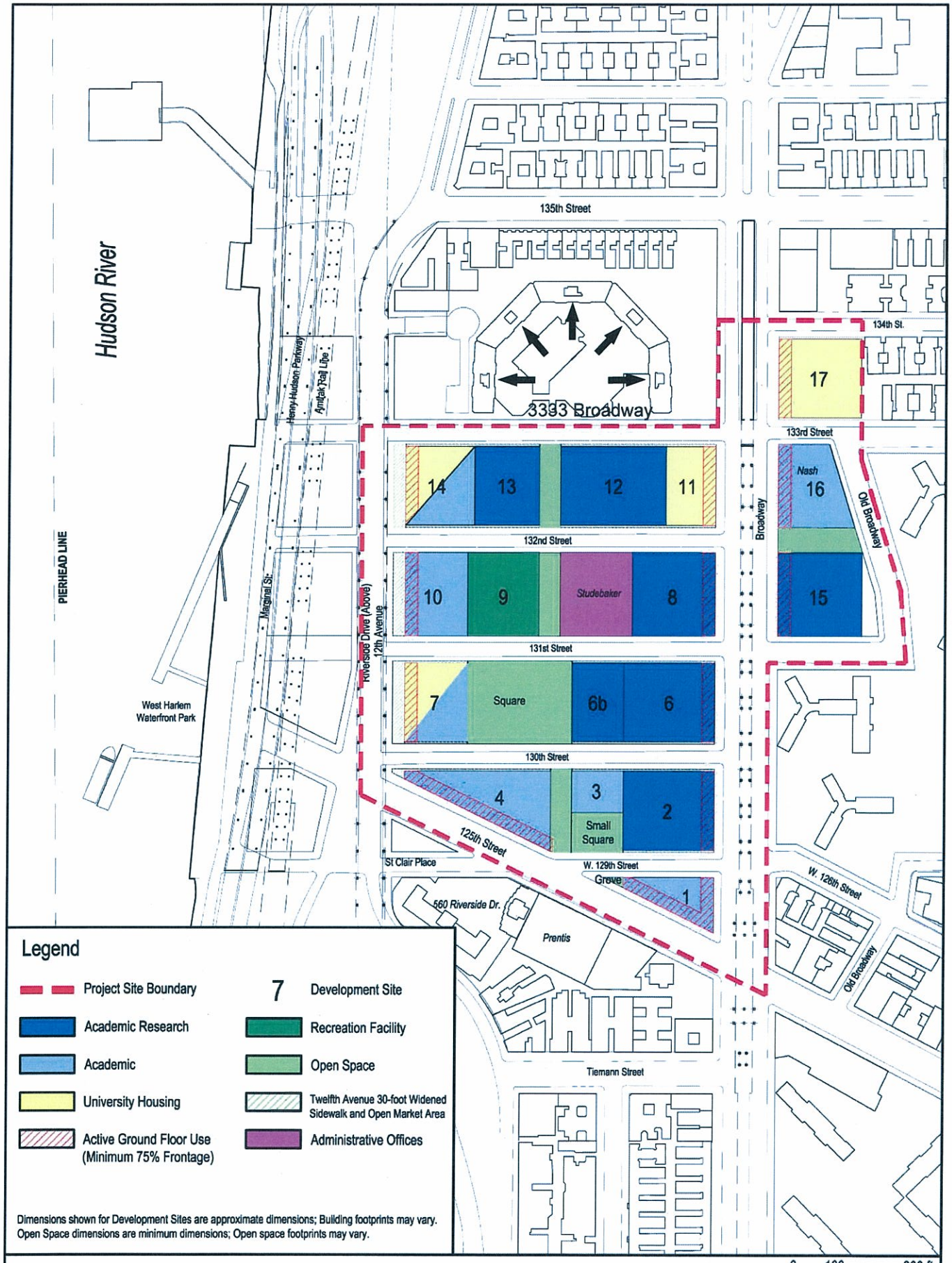
THENCE southerly parallel with the easterly side 12th Avenue, 99 feet 11 inches to the center line of the block;

THENCE easterly along the center line of the block, parallel with West 132nd Street, 25 feet;

THENCE northerly and parallel with the easterly side of 12th Avenue, 99 feet 11 inches to the southerly side of West 132nd Street;

THENCE westerly along the southerly side of West 132nd Street, 25 feet to the point or place of BEGINNING.

Exhibit K



Manhattanville in West Harlem Land Use Improvement and Civic Project

EXHIBIT L

Block 1997, Lot 6

ALL that certain plot, piece or parcel of land together with the improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, shown on the Tax Map of the City of New York for the Borough of Manhattan, as Section 7, Block 1997, Lot 6, as said Tax Map existed on the date of title vesting 10/16/64.

EXHIBIT M

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, and bounded and described as follows:

BEGINNING at the point formed by the intersection of the easterly side of Broadway with the southerly side of West 172nd Street;

THENCE southerly along the easterly side of Broadway, a distance of one hundred (100) feet six and five-eighths (6 5/8) inches to the point formed by the intersection of said easterly side of Broadway with the center line of the block;

THENCE easterly along the center line of the block a distance of ninety-four (94) feet nine (9) inches to a point;

THENCE northerly a distance of ninety-five (95) feet to the point in the southerly side of West 172nd Street which is distant one hundred twenty-seven (127) feet eight and one-half (8 1/2) inches (record), 127 feet 8-3/8 inches (survey) easterly from the point of place of beginning when measured along said southerly side of West 172nd Street;

THENCE westerly along the southerly side of West 172nd Street, a distance of one hundred twenty-seven (127) feet eight and one-half (8 1/2) inches (record), 127 feet 8-3/8 inches (survey) to the point or place of BEGINNING.

EXHIBIT N

PERMITTED ENCUMBRANCES

1. All right, title and interest of the Metropolitan Transportation Authority of the State of New York and its subsidiaries, including the New York City Transit Authority and the Manhattan and Bronx Surface Transit Operating Authority in and to the following property, if and to the extent located within the property being acquired: (a) routes, tracks, tunnels, switches, sidings, extensions, connections, platform, structures or terminals; (b) wires, conduits, pipes, ducts, telephone, signal and other communication or service facilities; (c) columns, footings, bracings, foundations and other structural members; and (d) any other devices, equipment and facilities used in connection with the operation or maintenance of the subway system.

2. As to Condemnation Parcels that comprise underground portions of City Streets, the public and governmental utility facilities having a physical manifestation within the area being acquired; all recorded easements, licenses and other agreements, if any, for such public and governmental utility facilities and reasonable rights of access to such public and government utility facilities as necessary for the maintenance, operation, repair, replacement or use of the same whether or not embodied in recorded instruments.

3. Declaration of Covenants and Restrictions by The Trustees of Columbia University in the City of New York dated as of December 14, 2011 and to be recorded in the Office of the Register of the City of New York, New York County.

4. As to Condemnation Parcels that comprise underground portions of City Streets, the provisions of the Streets Agreement.

EXHIBIT O

BLOCK 2094, TENATIVE LOT 29
BOROUGH OF MANHATTAN
CITY AND STATE OF NEW YORK

All that certain plot, piece or parcel of land, together with the buildings and improvements thereon erected, situated, lying and being in the Borough of Manhattan, City and State of New York, bounded and described as follows:

BEGINNING at the point of the northerly side of West 147th Street, distant 54 feet 8 inches west of the corner formed by the northwesterly intersection of West 147th Street and Broadway;

RUNNING THENCE westerly along West 147th Street, 70 feet 4 inches;

THENCE northerly parallel to Broadway, 99 feet 11 inches;

THENCE easterly parallel to West 147th Street, 125 feet 0 inches, to Broadway;

THENCE southerly along Broadway, 25 feet 0 inches;

THENCE westerly parallel to West 147th Street, 44 feet 8 inches;

THENCE southerly parallel to Broadway, 14 feet 0 inches;

THENCE westerly parallel to West 147th Street, 10 feet 0 inches;

THENCE southerly parallel Broadway, 60 feet 11 inches, to the point and the place of the BEGINNING.

BLOCK 2094, TENATIVE LOT 32
BOROUGH OF MANHATTAN
CITY AND STATE OF NEW YORK

All that certain plot, piece or parcel of land, together with the buildings and improvements thereon erected, situated, lying and being in the Borough of Manhattan, City and State of New York, bounded and described as follows:

BEGINNING at the point of the northerly side of West 147th Street, at the corner formed by the northwesterly intersection of West 147th Street and Broadway;

RUNNING THENCE westerly along West 147th Street, 54 feet 8 inches;

THENCE northerly parallel to Broadway, 60 feet 11 inches;

THENCE easterly parallel to West 147th Street, 10 feet 0 inches;

THENCE northerly parallel Broadway, 14 feet 0 inches;

THENCE easterly parallel to West 147th Street, 44 feet 8 inches, to Broadway;

THENCE southerly along Broadway, 74 feet 11 inches, to the point and the place of the BEGINNING.

BLOCK 2094, TENANTIVE LOT 36
BOROUGH OF MANHATTAN
CITY AND STATE OF NEW YORK

All that certain plot, piece or parcel of land, together with the buildings and improvements thereon erected, situated, lying and being in the Borough of Manhattan, City and State of New York, bounded and described as follows:

BEGINNING at the point of the northerly side of West 147th Street, distant 99 feet 11 inches north of the corner formed by the northwesterly intersection of West 147th Street and Broadway;

RUNNING THENCE northerly along Broadway, 99 feet 11 inches, to West 148th Street;

THENCE westerly along West 148th Street, 75 feet 0 inches;

THENCE southerly parallel to Broadway, 99 feet 11 inches;

THENCE easterly parallel West 148th Street, 75 feet 0 inches, to the point and the place of the BEGINNING.

EXHIBIT P

Description of the Land

ALL that certain plot, piece or parcel of land lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northeasterly side of West 125th Street and the southeasterly side of Old Broadway;

RUNNING THENCE northeasterly along the southeasterly side of Old Broadway, 100 feet 1-3/4 inches to the center line of the block;

THENCE southeasterly along a line forming an interior angle of 93 degrees 49 minutes 50 seconds with the southeasterly side of Old Broadway and along the center line of the block, 99 feet 11-5/8 inches;

THENCE southwesterly on a line forming an interior angle of 86 degrees 09 minutes 20 seconds with the last mentioned course, 25 feet ¾ inch;

THENCE northwesterly along a line forming an interior angle of 93 degrees 50 minutes 40 seconds with the last mentioned course, 43 feet 1-7/8 inches;

THENCE southwesterly along a line forming an exterior angle of 89 degrees 52 minutes 50 seconds with the last mentioned course, 74 feet 11-1/2 inches to the northeasterly side of West 125th Street;

THENCE northwesterly along the northeasterly side of West 125th Street, 61 feet 11-7/8 inches to the corner aforesaid the point or place of BEGINNING.

EXHIBIT Q

PARCEL A - LOT 20:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, known and designated as Lot 20 in Block 1953, Section 7 on the Tax Map of the City of New York for the Borough of Manhattan as said Map was on 10/27/71.

PARCEL B - LOT 47:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York designated on the Tax Map of the City of New York for the Borough of Manhattan as said Map was on September 19, 1967 as Section 7, Block 1953, Lot 47.

PARCEL C - LOT 46:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, designated on the Tax Map of the City of New York for the Borough of Manhattan, as said Tax Map was on September 1, 1967, as Section 7, Block 1953, Lot 46.

PARCEL D - LOT 45:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of St. Nicholas Avenue opposite the center of a party wall, between the premises hereby conveyed and the premises adjoining on the south and known as No. 326 St. Nicholas Avenue, which point is distant 108 feet 8 inches northerly from the point of intersection of the easterly side of St. Nicholas Avenue with the northerly line or side of 126th Street;

RUNNING THENCE easterly and through the center of said party wall, about 55 feet 10-1/2 inches to the easterly end of said wall which point is distant 107 feet 5-1/2 inches from the northerly side of 126th Street;

RUNNING THENCE easterly and parallel with 126th Street, 41 feet 9-3/8 inches;

THENCE northerly and at right angles to the last mentioned line, 17 feet 3 inches more or less to a point distant 74 feet 11 inches southerly from the southerly side of 127th Street;

--CONTINUED--

THENCE westerly and parallel with the southerly side of 126th Street, 95 feet 1-3/8 inches to the easterly line or side of St. Nicholas Avenue; and

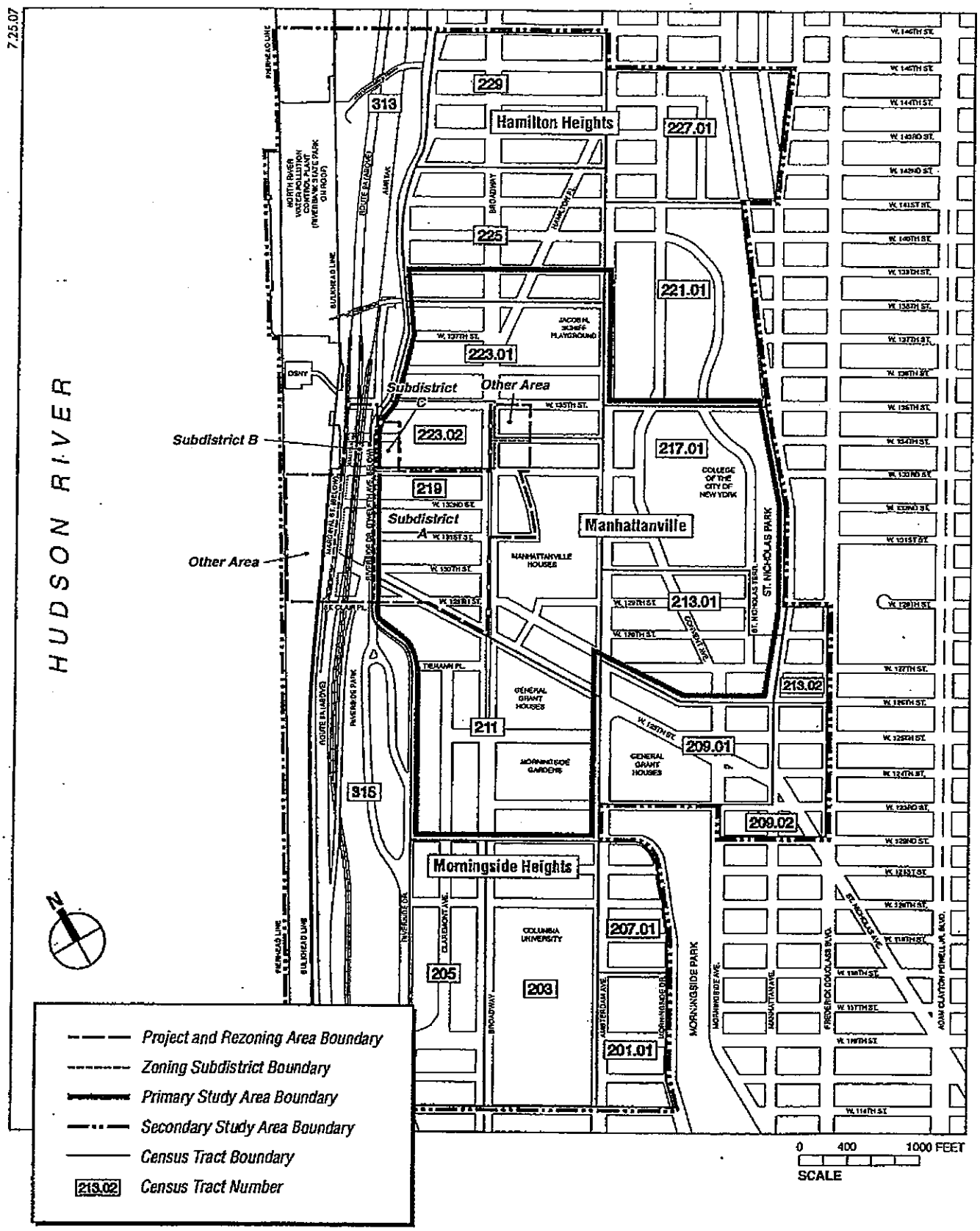
THENCE southerly along the easterly line or side of St. Nicholas Avenue, 17 feet 7-1/4 inches more or less to the point or place of BEGINNING.

PARCEL E - LOT 123:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York known and designated as Lot 123 in Block 1953, Section 7 on the Tax Map of the City of New York for the Borough of Manhattan, as said Map was on June 9, 1982.

EXHIBIT R

7.25.07



MANHATTANVILLE IN WEST HARLEM REZONING
AND ACADEMIC MIXED-USE DEVELOPMENT

Figure 4-1
Socioeconomic Study Area

Exhibit S

Block 1998, Lot 17

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of West 131st Street, distant 200 feet westerly from the corner formed by the intersection of the northerly side of West 131st Street with the westerly side of Broadway;

RUNNING THENCE northerly parallel with the westerly side of Broadway, 199 feet 10 inches to the southerly side of West 132nd Street;

THENCE westerly along the southerly side of West 132nd Street, 175 feet;

THENCE southerly parallel with the westerly side of Broadway, 199 feet 10 inches to the northerly side of West 131st Street; and

THENCE easterly along the northerly side of West 131st Street, 175 feet to the point or place of the BEGINNING.

Exhibit T

DEVELOPMENT SITE	PERMITTED USE	PERMITTED ALTERNATIVE USE
1	Academic	
2	Academic research	
3	Academic	
4	Academic	
6	Academic research	Recreation
6b	Academic research	Academic
7	University housing	Academic
8	Academic research	Academic
9	Recreation	Academic research
10	Academic	Academic research
11	University housing	Academic
12	Academic research	Academic
13	Academic research	Academic
14	University housing	Academic
15	Academic research	Academic
16	Academic	Utility cooling station
17	University housing	

EXHIBIT U

Maximum Limits/Minimum Limits (Above Grade)

Use	Maximum GSF[1]	Minimum GSF
Academic Research[2]	2,700,000	960,000
General or Other Academic	2,000,000	1,000,000
Housing for Graduate Students, Faculty and other Employees	1,300,000	350,000
Recreation[3]	350,000	0
Active Ground floor Uses[4]	600,000	130,000
Retail[5]	300,000	65,000

1. In no case will the zoning floor area within the Project Area exceed 4,417,956 Square Feet.
2. Does not include below-grade support.
3. Does not include below grade swimming and diving center
4. In accordance with Use Group MMU
5. Included in Active Ground Floor Uses above

EXHIBIT V

F. TRANSPORTATION IMPROVEMENTS

Specific traffic and pedestrian improvements have been included by Columbia as part of the Proposed Project where the need for such improvements to maintain the safe and efficient vehicular and pedestrian flows and to avoid impacts has been identified in project design and development. These improvements, which are described in greater detail in Chapter 17, "Traffic and Parking," will be subject to NYCDOT approval. Although these improvements would be included as part of the Proposed Project, this FEIS also examines potential traffic impacts of the Proposed Actions without any improvements, to clearly disclose potential significant adverse traffic and related air and noise impacts of the Proposed Actions if the improvements were not implemented, and also to identify the effects the improvements would have in avoiding potential significant adverse traffic impacts. Those improvements that would be completed by 2015 are as follows:

- *Broadway and West 125th Street*—Dual northbound and southbound left-turn bays would be created at this intersection. In addition, eastbound and westbound right-turn-only lanes would be created by prohibiting on-street parking at these approaches, and minor signal timing changes would be made at this intersection.
- *West 129th Street and West 125th Street*—A new signal would be installed with a pedestrian-only phase. At this signal, eastbound/westbound left turns would be prohibited (with pavement markings) and the crosswalk would be reconfigured.
- *Twelfth Avenue and West 125th Street*—The southbound approach would be moved north of West 130th Street. Lane configuration/pavement markings would be made on the intersection approaches. In addition, minor signal timing changes would be made at this intersection and the crosswalks would be reconfigured.
- *Broadway and West 126th, West 130th, West 131st, West 132nd, and West 133rd Streets*—Minor signal timing changes, and pavement markings at the intersection approaches would be made at each of these intersections.
- *Marginal Street and St. Clair Place, West 132nd, and West 133rd Streets*—New signals would be installed at each of these intersections and pavement markings would be made at the intersection approaches.
- *Twelfth Avenue and St. Clair Place and West 131st Street*—New signals would be installed at each of these intersections and pavement markings would be made at the intersection approaches.
- *Twelfth Avenue and West 132nd and 133rd Streets*—Minor signal timing changes would be made and pavement markings would be made at the intersection approaches.
- *West 125th Street between Twelfth Avenue and Marginal Street*—This 62-foot-wide roadway segment would be converted to one-way westbound.
- *West 131st Street between Broadway and Twelfth Avenue*—This roadway segment would be converted to one-way westbound while maintaining a roadway width of 30 feet.
- *West 132nd Street between Broadway and Marginal Street*—This roadway segment would be converted to one-way eastbound while maintaining a roadway width of 30 feet.
- *West 133rd Street between Broadway and Twelfth Avenue*—This roadway segment would be converted to one-way westbound while maintaining a roadway width of 38 feet.
- West 129th Street between Broadway and West 125th Street—This roadway segment would be narrowed to 24 feet.
- *Area sidewalks*—Additional widths facilitated by building setbacks would be incorporated fronting each of the development sites.

DOT will investigate the feasibility of implementing the improvements at the intersection of Broadway and West 125th Street, based on a study of traffic and pedestrian conditions to be prepared by the applicant and its consultants.

EXHIBIT W

Those improvements that would become necessary only later in project development are as follows:

- *Broadway and West 125th Street*—In addition to the improvements described above for 2015, and minor signal timing changes would be made at this intersection by 2030. The applicant or its consultants will also conduct a study of these changes.
- *West 129th Street and West 125th Street*—In addition to the improvements described above for 2015, minor signal timing changes would be made at this intersection by 2030.
- *Twelfth Avenue and West 125th Street*—In addition to the improvements described above for 2015, minor signal timing changes would be made at this intersection and pavement markings would be made at the intersection approaches by 2030.
- *Broadway and West 126th Street*—In addition to the improvements described above for 2015, minor signal timing changes would be made at this intersection by 2030.
- *Broadway and West 133rd Street*—In addition to the improvements described above for 2015, an additional widening of the northbound left-turn lane would be necessary by 2030.
- *Twelfth Avenue and West 133rd Street*—In addition to the improvements described above for 2015, minor signal timing changes would be made at this intersection by 2030.
- *Area sidewalks*—Additional widths facilitated by building setbacks would be incorporated fronting each of the development sites.
- *New pedestrian spine between Broadway and Twelfth Avenue*—Mid-block crosswalks and new signals would be installed along West 130th, 131st and 132nd Streets.
- *Twelfth Avenue between West 125th and West 133rd Streets*—This 58-foot-wide roadway segment would be reconfigured to include two travel lanes in each direction plus parking.

EXHIBIT X

Annual Boiler Fuel Usage Restrictions

Site	Petroleum derived Fuel Oil (Gallons/Year)		Natural Gas (Cubic Feet/Year)
1	59,130		7,229,628
Central Energy Plant located within the Central Energy Plant Service Area	2,640,295(2)	4,290,480(3)	773,026,200(4)
Central Energy Plant located beneath Block 1999	--		386,513,100
15	--		131,978,160
16	47,304		6,602,850
17	943,321		131,978,160

Notes:

(1) Annual fuel usage represents aggregate usage of all boilers at site.
(2) Represents the annual fuel usage for Central Energy Plant boiler equipment constructed to service Buildings 1, 2, 3, 4 and 7.
(3) Represents the maximum annual fuel usage for Central Energy Plant boiler equipment until the completion of any New Building that increases the maximum operating steam demand within the Central Energy Plant Service Area to greater than 130,000 pounds per hour.
(4) Represents the annual fuel usage for the full build-out condition.

EXHIBIT Y

Minimum Stack Elevations

Site	Minimum Stack Height (feet)
1	181.6
Central Energy Plant located within the Central Energy Plant Service Area	335.7
Central Energy Plant located beneath Block 1999	382.3
15	344.9
16	195.1
17	396.6

Note: Stack heights referenced to Manhattan datum, which is defined as 2.75 feet above mean sea level.

EXHIBIT Z

DECLARATION

This DECLARATION made as of the ____ day of _____ 20__, by _____ having an office located at _____, _____, NY _____ (hereinafter referred to as "Declarant");

WITNESSETH

WHEREAS, Declarant is the fee owner of certain real property located in the County of _____, City and State of New York, designated for real property tax purposes as Lot(s) _____ of Tax Block _____ commonly known by the street address as _____ (the "Subject Property") and is more particularly described in Exhibit A, annexed hereto and made part hereof; and

WHEREAS, _____ Title Insurance Company has issued a Certification of Parties in Interest, annexed hereto as Exhibit B and made a part hereof, that as of the ___, day of _____, 20__, Declarant and _____, herein after also referred to as a ("Party-in-Interest"), is(are) the only Party(ies)-in-Interest (as defined in subdivision (c) of the definition of "zoning lot" set forth in Section 12-10 of the Zoning Resolution of the City of New York) in the Subject Property; and

WHEREAS, all Parties-in-Interest to the Subject Property have either executed this Declaration or waived their rights to execute this Declaration by written instrument annexed hereto as Exhibit B-1 and made a part hereof, which instrument is intended to be recorded simultaneously with this Declaration; and

WHEREAS, Declarant has proposed to rezone the Subject Property from _____ to _____ [If rezoning not proposed, provide description of action pending before City Planning, ie. special permit] and has submitted an application numbered _____ (the "Application") for review by the New York City Department of City Planning (the "DCP") under the Uniform Land Use Review Procedure (the "ULURP") as set forth in the New York City Charter, sections 197-c, 197-d, 200 and 201 and the procedures set forth in the paragraph immediately following; and

WHEREAS, an environmental assessment of the Subject Property pursuant to the State Environmental Quality Review Act (the "SEQRA") and the City Environmental Quality Review (the "CEQR") is under review in connection with the Application (CEQR # _____) and, pursuant to the SEQRA and CEQR, the Department of Environmental Protection (the "DEP") has reviewed the environmental assessment, including the historic land use of the Subject Property; and

WHEREAS, the results of such review as documented in DEP's _____, 20__ letter attached hereto as Exhibit C and made a part hereof, indicate the potential presence of hazardous materials; and

WHEREAS, Declarant desires to identify the existence of any potential hazardous materials and remediate any such hazardous materials found in connection with the development or redevelopment of the Subject Property and has agreed to submit a hazardous materials sampling protocol prepared by a qualified consultant and including a health and safety plan, (as approved by DEP the "Sampling Protocol"), which shall be submitted for the approval of DEP and to test and identify any potential hazardous materials pursuant to the approved Sampling Protocol and, if such hazardous materials are found, to submit a hazardous materials remediation plan, including a health and safety plan, (as approved by DEP the "Remediation Plan") and upon the approval of the Remediation Plan by DEP, the Declarant shall provide for the remediation of such hazardous materials; and

WHEREAS, Declarant agrees to implement the Sampling Protocol and all hazardous material remediation required by the Remediation Plan, if any, and desires to restrict the manner in which the Subject Property may be developed or redeveloped by having the implementation of the Sampling Protocol and Remediation Plan, if any, performed to the satisfaction of DEP, as evidenced by a writing as set forth herein, be a condition precedent to any change of use or soil disturbance for any such development or redevelopment; and

WHEREAS, Declarant intends this Declaration to be binding upon all successors and assigns; and

WHEREAS, Declarant intends this Declaration to benefit all land owners and tenants including the City of New York ("the City") without consenting to the enforcement of this Declaration by any party or entity other than the City.

NOW, THEREFORE, Declarant does hereby declare and agree that the Subject Property shall be held, sold, transferred, and conveyed, subject to the restrictions and obligations which are for the purpose of protecting the value and desirability of the Subject Property and which shall run with the land, binding the successors and assigns of Declarant so long as they have any right, title or interest in the Subject Property or any part thereof:

1. (a) Declarant covenants and agrees that no application for grading, excavation, foundation, alteration, building or other permit respecting the Subject Property which permits soil disturbance shall be submitted to or accepted from the Department of Buildings (the "DOB") by the Declarant until DEP has issued to DOB, as applicable, either a Notice of No Objection as set forth in Paragraph 2(a), a Notice to Proceed as set forth in Paragraph 2(b), a Notice of Satisfaction as set forth in Paragraph 2(c) or a Final Notice of Satisfaction as set forth in Paragraph 2(d). Declarant shall submit a copy of the Notice of No Objection, Notice to Proceed, Notice of Satisfaction or Final Notice of Satisfaction to the DOB at the time of filing of any application set forth in this Paragraph 1(a).

(b) Declarant further covenants and agrees that no application for a temporary or permanent Certificate of Occupancy that reflects a change in use group respecting the Subject Property shall be submitted to or accepted from DOB by the Declarant until DEP has issued to DOB, as applicable, either a Notice of No Objection as set forth in Paragraph 2(a), a Notice of

Satisfaction as set forth in Paragraph 2(c) or a Final Notice of Satisfaction as set forth in Paragraph 2(d). Declarant shall submit a copy of the Notice of No Objection, Notice of Satisfaction or Final Notice of Satisfaction to the DOB at the time of filing of any application set forth in this Paragraph 1(b).

2. (a) Notice of No Objection - DEP shall issue a Notice of No Objection after the Declarant have completed the work set forth in the DEP approved Sampling Protocol and DEP has determined in writing that the results of such sampling demonstrate that no hazardous materials remediation is required for the proposed project.

(b) Notice to Proceed - DEP shall issue a Notice to Proceed after it determines that: (i) the Remediation Plan has been approved by DEP and (ii) the permit(s) respecting the Subject Property that permit grading, excavation, foundation, alteration, building or other permit respecting the Subject Property which permits soil disturbance or construction of the superstructure are necessary to further the implementation of the DEP approved Remediation Plan.

(c) Notice of Satisfaction - DEP shall issue a Notice of Satisfaction after the Remediation Plan has been prepared and accepted by DEP and DEP has determined in writing that the Remediation Plan has been completed to the satisfaction of DEP.

(d) Final Notice of Satisfaction - DEP shall issue a Final Notice of Satisfaction after the Remediation Plan has been prepared and accepted by DEP and DEP has set forth in writing, that the Remediation Plan has been completed to the satisfaction of DEP and all potential hazardous materials have been removed or remediated and no further hazardous remediation is required on the Subject Property as determined by DEP.

3. Declarant represents and warrants with respect to the Subject Property, that no restrictions of record, nor any present or presently existing estate or interest in the Subject Property nor any lien, encumbrance, obligation, covenant of any kind preclude, presently or potentially, the imposition of the obligations and agreements of this Declaration.

4. Declarant acknowledges that the City is an interested party to this Declaration and consents to the enforcement of this Declaration solely by the City, administratively or at law or at equity, of the obligations, restrictions and agreements pursuant to this Declaration.

5. The provisions of this Declaration shall inure to the benefit of and be binding upon the respective successors and assigns of the Declarant, and references to the Declarant shall be deemed to include such successors and assigns as well as successors to their interest in the Subject Property. References in this Declaration to agencies or instrumentalities of the City shall be deemed to include agencies or instrumentalities succeeding to the jurisdiction thereof.

6. Declarant shall be liable in the performance of any term, provision, or covenant in this Declaration, subject to the following provisions:

The City and any other party relying on this Declaration will look solely to the fee estate interest of the Declarant in the Subject Property for the collection of any money judgment recovered against Declarant, and no other property of the Declarant shall be subject to levy, execution, or other enforcement procedure for the satisfaction of the remedies of the City or any other person or entity with respect to this Declaration. The Declarant, including its officers, managers and members, shall have no personal liability under this Declaration.

7. The obligations, restrictions and agreements herein shall be binding on the Declarant or other parties in interest only for the period during which the Declarant and any such Party-in-Interest holds an interest in the Subject Property; provided, however, that the obligations, restrictions and agreements contained in this Declaration may not be enforced against the holder of any mortgage unless and until such holder succeeds to the fee interest of the Declarant by way of foreclosure or deed in lieu of foreclosure.

8. Declarant shall indemnify the City, its respective officers, employees and agents from all claims, actions, or judgments for loss, damage or injury, including death or property damage of whatsoever kind or nature, arising from Declarant's obligations under this Declaration, including without limitation, the negligence or carelessness of the Declarant, its agents, servants or employees in undertaking such obligations; provided, however, that should such a claim be made or action brought, Declarant shall have the right to defend such claim or action with attorneys reasonably acceptable to the City and no such claim or action shall be settled without the written consent of the City.

9. If Declarant is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Declaration, and such finding is upheld on a final appeal by a court of competent jurisdiction or by other proceeding or the time for further review of such finding or appeal has lapsed, Declarant shall indemnify and hold harmless the City from and against all reasonable legal and administrative expenses arising out of or in connection with the enforcement of Declarant's obligations under this Declaration as well as any reasonable legal and administrative expenses arising out of or in connection with the enforcement of any judgment obtained against the Declarant, including but not limited to the cost of undertaking the Remediation Plan, if any.

10. Declarant shall cause every individual or entity that between the date hereof and the date of recordation of this Declaration, becomes a Party-in-Interest (as defined in subdivision (c) of the definition of "zoning lot" set forth in Section 12-10 of the Zoning Resolution of the City of New York) to all or a portion of the Subject Property to waive its right to execute this Declaration and subordinate its interest in the Subject Property to this Declaration. Any mortgage or other lien encumbering the Subject Property in effect after the recording date of this Declaration shall be subject and subordinate hereto as provided herein. Such waivers and subordination shall be attached to this Declaration as Exhibits and recorded in the Office of the County or City Register.

11. This Declaration and the provisions hereof shall become effective as of the date of this Declaration. Within five (5) business days of the date hereof, Declarant shall submit this

Declaration for recording or shall cause this Declaration to be submitted for recording in the Office of the County or City Register, where it will be indexed against the Subject Property. Declarant shall promptly deliver to the DEP and the Department of City Planning proof of recording in the form of an affidavit of recording attaching the filing receipt and a copy of the Declaration as submitted for recording. Declarant shall also provide a certified copy of this Declaration as recorded to DEP and DCP as soon as a certified copy is available.

12. This Declaration may be amended or modified by Declarant only with the approval of DEP or the agency succeeding to its jurisdiction and no other approval or consent shall be required from any other public body, private person or legal entity of any kind. A statement signed by the Deputy Commissioner of the Bureau of Environmental Planning and Assessment of DEP, or such person as authorized by the Deputy Commissioner, certifying approval of an amendment or modification of this Declaration shall be annexed to any instrument embodying such amendment or modification.

13. Any submittals necessary under this Declaration from Declarant to DEP shall be addressed to the Deputy Commissioner of the Bureau of Environmental Planning and Assessment of DEP, or such person as authorized by the Deputy Commissioner. As of the date of this Declaration DEP's address is:

New York City Department of Environmental Protection
59-17 Junction Blvd
Flushing, New York 11373

14. Declarant expressly acknowledges that this Declaration is an essential element of the SEQRA review conducted in connection with the Application and as such the filing and recordation of this Declaration may be a precondition to the determination of significance pursuant to the SEQRA Regulations, Title 6 New York Code of Rules and Regulations ("NYCRR") Part 617.7.

15. Declarant acknowledges that the satisfaction of the obligations set forth in this Declaration does not relieve Declarant of any additional requirements imposed by Federal, State or Local laws.

16. This Declaration shall be governed by and construed in accordance with the laws of the State of New York.

17. Wherever in this Declaration, the certification, consent, approval, notice or other action of Declarants, DEP or the City is required or permitted, such certification, consent, approval, notice or other action shall not be unreasonably withheld or delayed.

18. In the event that any provision of this Declaration is deemed, decreed, adjudged or determined to be invalid or unlawful by a court of competent jurisdiction, such provision shall be severable and the remainder of this Declaration shall continue to be in full force and effect.

19. This Declaration and its obligations and agreements are in contemplation of Declarant receiving approvals or modified approvals of the Application. In the event that the Declarant withdraws the Application before a final determination or the Application is not approved, the obligations and agreements pursuant to this Declaration shall have no force and effect and this Declaration shall be cancelled.

20. Notice of Cancellation - Declarant may request that DEP issue a Notice of Cancellation upon the occurrence of the following steps: (i) Declarant has withdrawn the Application in writing before a final determination on the Application; (ii) the Application was not approved by the DCP; or (iii) DEP has issued a Final Notice of Satisfaction indicating that all potential hazardous materials have been removed or remediated and no further hazardous remediation is required on the Subject Property. Upon such request, DEP shall issue a Notice of Cancellation after it has determined to DEP's own satisfaction that the above referenced steps, as applicable, have occurred. Upon receipt of a Notice of Cancellation from DEP, Declarant shall cause such Notice to be recorded in the same manner as the Declaration herein, thus rendering this Restrictive Declaration null and void. Declarant shall promptly deliver to DEP and the DCP a certified copy of such Notice of Cancellation as recorded.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

_____

By: _____

Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

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

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY
Tax Block _____, Lots _____

EXHIBIT B

[This is a sample form.]

[Final version must appear on Title Co letterhead and be acknowledged by Title Co]

Certification of "Parties in Interest"

Parties in Interest as defined in subparagraph (c) in the definition of "zoning lot" in section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended.

_____, a Title Insurance Company licensed to do business in the State of New York and having its principal office at _____, hereby certifies that as to the land hereafter described being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block in the single ownership of _____ and that all the parties in interest constituting a party as defined in section 12-10 subparagraph (c) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are as of the ___ day of _____, 20__ the following:

NAME/ADDRESS	NATURE OF INTEREST
1.	Fee Owner
2.	Mortgage and secured party on UCC Financing Statements
3.	Tenant

The subject tract of land with respect to which the foregoing parties are thus parties in interest as aforesaid, is known as Tax Lot Number(s) ____ in Block _____ on the Tax map of the City of New York, _____ County and more particularly described as follows:

SEE ATTACHED SCHEDULE "A"

EXHIBIT B-1

_____ being a "Party in Interest" as defined in Section 12-10 ("Zoning Lot"-- subdivision (c)) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, with respect to the land known as Tax Lot(s) _____ in Block _____ on the Tax Map of the City of New York, _____County and more particularly described in Exhibit A attached hereto, hereby waives its right to execute a declaration dated _____, 20__ made by _____ regarding hazardous materials testing and remediation on such land.

IN WITNESS WHEREOF, the undersigned has executed this waiver this day of_____, 20__.

_____

By: _____

CERTIFICATE OF ACKNOWLEDGMENT

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

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT C

DEP letter dated _____, 20__ to follow

EXHIBIT AA

Table 21-22
Construction Equipment Noise Emission Levels

Equipment	FTA (or FHWA) Typical Noise Level (dBA) at 50 feet	Proposed Project-mandated Noise Level (dBA) at 50 feet
Arc Welder	73	73
Asphalt Pavers	85	80**
Asphalt laying equipment	85	80**
Backhoe	80	75**
Bulldozer	85	80**
Compactor	80	77*
Compressors	80	75*
Cement Mixer	85	85
Concrete Pumps	82	82
Concrete Trucks	85	80*
Delivery Trucks	84	80*
Dual Hoist	85	85
Crane (Crawler Crane)	85	75**
Crane (Hydraulic Crane)	85	75**
Crane (Tower Crane)	85	75**
Crane (Rubber Tire Crane)	83	78**
Drill Rigs	85	75**
Dump Trucks	84	80*
Excavators	85	80**
Forklift	85	63*
Generators	82	70*
Impact Wrenches	85	75**
Jack Hammers	85	71**
Pavers Cutter	85	71*
Pile driving rig	95	85**
Rebar Bender	80	80
Roller	85	80**
Saw (Chain Saw)	85	75**
Saw (Circular Saw)	76	76
Saw (Table Saw)	76	76
Scissor Lift	85	65*
Slurry supply system	85	85
Tamper	85	85
Trailers	85	80*
Toweling Machine	85	75**
Water Pumps	77	77

Notes:
* The reduced values from the FTA/FHWA values for the DEIS analysis.
** The reduced values for this FEIS analysis.

Sources:
Transit Noise and Vibration Impact Assessment, FTA, May 2006, and
FHWA Roadway Construction Noise Model (FHWA RCNM), 2006.

- Where feasible, the project sponsors would use quiet construction procedures and equipment (such as generators, concrete trucks, delivery trucks, asphalt pavers, backhoe, bulldozer, cranes, excavator, roller, and trailers) quieter than that required by the New York City Noise Control Code.
- As early in the construction period as practicable, diesel-powered equipment would be replaced with electrical-powered equipment, such as electric scissor lifts and electric articulating forklifts (i.e., early electrification).

EXHIBIT BB

347 Madison Avenue
New York, NY 10017-3739
212 878-7000 Tel

Metropolitan Transportation Authority

State of New York

May 29, 2007

Robert Dobruskin, Director
Environmental Review and Assessment Division
Department of City Planning
22 Reade Street
New York, NY 10007-1216

Dear Mr. Dobruskin:

The MTA and NYCT have reviewed the analysis presented in the PDEIS for the Columbia University Manhattanville project and are in general agreement with the findings and the proposed mitigation measures.

The PDEIS analysis identified significant adverse impacts at the following locations:

- 125th Street/Broadway station – E101 and E102 escalators located on the west side of Broadway south of West 125th Street exceeding practical guideline capacity under the 2030 full build-out; and
- Bx15 bus route – eastbound loads during the PM peak period exceeding practical guideline capacity under the 2030 full build-out.

The proposed mitigation for the station escalator impacts would involve replacing the existing 24-inch tread E101 and E102 escalators with 40-inch tread escalators. The enclosures around the escalators will also need to be replaced. The applicant will coordinate with MTA/NYCT regarding implementation, allowing enough time for design and specification approvals by MTA/NYCT and for the actual construction in order to address the increased demand that will result from build out of the development by 2030. MTA understands that the applicant will bear the costs of implementing this mitigation, and that the mitigation will occur at commencement of phase two of the development.

As for the Bx15 bus route, the proposed mitigation for the bus line-haul impact would involve the addition of three buses during the PM peak period. MTA/NYCT will evaluate this need and make the necessary adjustments where warranted, subject to operational and financial constraints.

Sincerely,

William Wheeler
Director of Planning
(212-878-7258)

EXHIBIT CC

THE TRUSTEES OF COLUMBIA UNIVERSITY
IN THE CITY OF NEW YORK

SUPPLEMENT TO DECLARATION OF COVENANTS & RESTRICTIONS

DATED AS OF _____ __, 20__

NEW YORK COUNTY

[BLOCKS AND LOTS TO BE ADDED]

RECORD AND RETURN TO:
KRAMER LEVIN NAFTALIS & FRANKEL LLP
1177 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036
ATTN: STEPHEN R. SENIE, ESQ.

SUPPLEMENT TO RESTRICTIVE DECLARATION

THIS SUPPLEMENT TO DECLARATION OF COVENANTS & RESTRICTIONS (this "Supplement"), made as of the ___ day of _____, 20__ (the "Effective Date") by **THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK**, a New York non-profit corporation, having an office at 412 Low Memorial Library, 535 West 116th Street, New York, New York 10027 ("Declarant").

W I T N E S S E T H:

WHEREAS:

A. Declarant has filed that certain Declaration of Covenants & Restrictions (the "Declaration") dated as of December 14, 2011, which Declaration was recorded in the Office of the New York City Register on _____ __, 2011, with [INSERT CRFN]. Capitalized terms used but not defined in this Supplement shall have the respective meanings ascribed to them in the Declaration, unless otherwise herein specified.

B. The Declaration contains certain restrictions, covenants, obligations and agreements with respect to the Subject Properties (collectively, the "Obligations").

C. The Declaration requires that Declarant record this Supplement against additional properties within the Project Area (other than the Studebaker Site) as and when fee title to such additional properties within of the Project Area are acquired by Declarant.

D. Declarant has acquired the additional [property/properties] within the Project Area as more particularly described in Exhibit A to this Supplement (the "Additional Property").

NOW, THEREFORE, Declarant does hereby declare that, as of the date hereof, all of the terms, conditions and provisions of the Declaration are incorporated by reference herein and the Additional Property shall be held, sold, conveyed, developed, used and occupied subject to all of the Obligations as are contained in the Declaration, which Obligations shall run with such real property binding Declarant, its successors and assigns as set forth in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Supplement as of the date first above written.

THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

By:_____
Name:
Title:

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

On this ____ day of _____, 20__, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office this _____ day of _____, 20__

_____
Notary Public

My commission expires:

EXHIBIT A

Additional Property

(Legal Description)

EXHIBIT DD

WAIVER OF EXECUTION OF DECLARATION OF COVENANTS AND RESTRICTIONS AND SUBORDINATION OF MORTGAGE

WAIVER OF EXECUTION OF DECLARATION OF COVENANTS AND RESTRICTIONS AND SUBORDINATION OF MORTGAGE, made this _____ day of _____, 20__ by _____, a _____ (the "Mortgagee"), having its principal place of business at _____.

W I T N E S S E T H:

WHEREAS, the Mortgagee is the lawful holder of that certain mortgage, dated _____ (the "Mortgage") made by _____, a _____ (the "Mortgagor"), in favor of the Mortgagee, in the original principal amount of $_____, recorded in the Office of the Register/Clerk of the City of New York, County of _____, on _____ in Reel _____, Page _____; and

WHEREAS, the Mortgage encumbers all or a portion of the property (the "Premises") known as Block _____, Lot(s) _____ on the Tax Map of the City of New York, County of _____, and more particularly described in **Schedule A** attached hereto and made a part hereof, and any improvements thereon (such improvements and the Premises are collectively referred to herein as the "Subject Property"), which Subject Property is the subject of a Declaration of Restrictions and Covenants, dated _____, (the "Declaration"), made by The Trustees of Columbia University in the City of New York, and

WHEREAS, Mortgagee represents that the Mortgage represents its sole interest in the Subject Property; and

WHEREAS, Mortgagee represents that the Mortgagee has received and read the Declaration, including specifically Section 6.05, Section 6.06 and Section 13.01 of the Declaration; and

WHEREAS, the Declaration, which is intended to be recorded in the Office of said Register/Clerk simultaneously with the recording hereof, shall subject the Subject Property and the sale, conveyance, transfer, assignment, lease, occupancy, mortgage and encumbrance thereof to certain restrictions, covenants, obligations, easements and agreements contained in the Declaration; and

WHEREAS, the Mortgagee agrees, at the request of the Mortgagor, to waive its right to execute the Declaration and to subordinate the Mortgage to the Declaration.

NOW, THEREFORE, the Mortgagee (i) hereby waives any rights it has to execute, and consents to the execution by the Mortgagor of, the Declaration and (ii) hereby agrees that the Mortgage, any liens, operations and effects thereof, and any extensions, renewals, modifications and consolidations of the Mortgage, shall in all respects be subject and subordinate to the terms and provisions of the Declaration.

This Waiver of Execution of Declaration of Covenants and Restrictions and Subordination of Mortgage shall be binding upon the Mortgagee and its heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Mortgagee has duly executed this Waiver of Execution of Declaration of Covenants and Restrictions and Subordination of Mortgage as of the date and year first above written.

MORTGAGEE:

By: _____

Name:
Title:

ACKNOWLEDGMENT

State of New York
County of _____

On the ____ day of _____ in the year _____ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

EXHIBIT EE

MANDATORY PROVISIONS IN CERTAIN RECOGNIZED MORTGAGES

A Recognized Mortgage entered into prior to the substantial completion of a New Building on the Development Site covered by the Mortgage or Substantial Completion of the Open Space covered by the Mortgage is required to include, in substance, the following provisions:

"MANDATORY PROVISIONS UNDER DECLARATION OF COVENANTS AND RESTRICTIONS (as it hereinbefore may have been and hereafter may be amended, the "Declaration"), DATED AS OF DECEMBER 14, 2011 BY THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK ("Declarant")"

Capitalized terms used herein but not defined herein shall have the meaning set forth in the Declaration."

"This mortgage is executed upon the condition that no purchaser at any foreclosure or any grantee under a deed in lieu of foreclosure or similar transaction sale which occurs prior to the substantial completion of the **[New Building] [Open Space]** shall acquire any right, title or interest in or to the property hereby mortgaged, unless (x) such purchaser, or the person, firm or corporation to whom or to which such purchaser's right has been assigned is a Recognized Mortgagee, a Controlled Affiliate of the Recognized Mortgagee or nominee thereof, or is a Permitted Transferee, and (y) the instrument transferring to such purchaser the fee interest of Declarant provides that the property is subject to the applicable provisions of Section 14.05 of the Declaration"

"The mortgagee agrees to send the Public Parties copies of all notices to the mortgagor in which the mortgagee claims that there exists one or more defaults under the terms and provisions of this mortgage; said copy to be sent to the Public Parties simultaneously with its being sent to the mortgagor."

EXHIBIT FF

PERSONAL OBLIGATIONS

The following Articles and Sections of the Declaration constitute "Personal Obligations", do not run with the land, and will not be binding on Mortgagees or Successor Interests. To the extent an Obligation or other provision of the Declaration runs with the land, it shall bind the Successor Interest only as to the Parcel, Development Site, or Open Space owned by such Successor Interest:

- 2.01
- 2.02(a). It is understood that while the obligation under Section **2.02(a)** is a Personal Obligation, failure of Declarant to comply with the same may affect the ability of a Successor Interest of a specific Development Site to obtain approval of a Program Plan.
- 2.02(b). It is understood that while the obligation under Section **2.02(b)** is a Personal Obligation, based on construction and/or approval of Program Plans to date for other New Buildings a Successor Interest of a specific Development Site may not be able to obtain approval of a Program Plan for its New Building.
- 2.02(g). It is understood that while the obligation under Section **2.02(g)** is a Personal Obligation, based on construction and/or approval of Program Plans to date for other New Buildings a Successor Interest of a specific Development Site may not be able to obtain approval of a Program Plan for its New Building.
- 2.02(h). It is understood that while the obligation under Section **2.02(h)** is a Personal Obligation, based on construction and/or approval of Program Plans to date for other New Buildings a Successor Interest of a specific Development Site may not be able to obtain approval of a Program Plan for its New Building.
- 2.07(a) (except as to provisions of Section 2.10 that apply to a specific Parcel, Development Site or Open Space)
- 2.07(b), provided that if at any time after the applicable portions of the City Streets have first been acquired by Declarant (A) the portion of the City Streets located underneath West 130th Street are in multiple ownership, (B) the portion of the City Streets located underneath West 131st Street are in multiple ownership, or (C) the portion of the City Streets located underneath West 130th and West 131st Streets are in multiple ownership, Declarant shall submit to the City evidence reasonably satisfactory to the City that Declarant has contractual rights enforceable against each such applicable Successor Interest allowing Declarant to control the duration of the applicable street closures set forth in Section **2.07(b)(i)(A), (B) or (C)**, whichever is applicable.
- 2.10(a). It is understood that Milestone Dates that relate to a specific Parcel, Development Site or Open Space will run with the land as to such Parcel, Development Site or Open Space.
- 2.10(b). The Obligation to complete with Due Diligence the Slurry Walls surrounding Development Sites 2 and 3 shall run with the land as to Development Sites 2 and 3 only.
- 2.10(c)
- 2.10(z) as it relates to the construction and completion of the Two Block Slurry Wall
- Section 2.10(aa) (except to the extent a Milestone Date relates to a specific Development Site)

- Section 3.02(a). It is understood that while the obligation under Section **3.02(a)(ii)** is a Personal Obligation, failure of Declarant to comply with the same shall affect the ability of a Successor Interest submitting the Program Plan for the applicable New Building to obtain approval of its Program Plan.
- Section 3.02(b)
- Section 3.02(c)
- The literary paragraph next following Section **3.02(d)(ii)(B)**
- Section 3.02(e). It is understood that while the obligation under Section **3.02(e)** is a Personal Obligation, failure of Declarant to comply with the same shall affect the ability of a Successor Interest of a specific Development Site to obtain a certificate of occupancy, as set forth in Section **3.02(e)**.
- Section 3.02(f). It is understood that while the obligation under Section **3.02(f)** is a Personal Obligation, failure of Declarant to comply with the same may affect the ability of a Successor Interest of a specific Development Site to obtain a certificate of occupancy, as set forth in Section **3.02(f)**.
- Section 3.02(g)(i)
- Sections 3.02(g)(iii) and (iv)
- Section 3.02(h)
- Section 3.03
- Section 3.06, but only to the extent that Declarant can satisfy the City that the obligations of the FEIS Monitor with respect to a Development Site owned by a Successor Interest are being satisfied by the FEIS Monitor engaged by Declarant.
- Article V, except for (A) Section **5.06(d),** (B) the obligation of the owner of New Building, if any that contains the new swimming facility to comply with the provisions of Section **5.07(b)(i)**, and (C) Section **5.07(b)(ii)**, Section **5.07(b)(iii)**, Section **5.07(c)(i)**, Section **5.07(c)(ii)** and Section **5.07 (c)(xxiv)**, to the extent that Declarant imposes any of these burdens on a specific Development Site or Sites.

in New England and New Jersey.
National service from the
New York Office.

Chicago Title Insurance Company

711 3RD AVE, 5TH FLOOR, NEW YORK, NY 10017-4014
(212)880-1200

NUMBER	DATE	TRANSACTION	RATE MANUAL REFERENCE	INSURANCE
3110-00679	DECEMBER 2, 2010	MTG FEE	MTG FEE	MTG $0.00 FEE $0.00

Title Vested In:
THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

Insured, Fee:

Insured, Mtg:

MUN. DEPT. SEARCHES:
NONE

SURVEY INSTRUCTIONS:
NONE

Delivery: 01

PREMISES County: New York State: New York
Blk: 1986 Lot(s): 1 Lot(s):
Block: 1986
Lot(s): 6
Add'l Lot(s):

Address: 3260 BROADWAY, NEW YORK, New York
- SEE ATTACHED -

Remarks:
ZONING LOT CERTIFICATION

8/24/11: CONTINUE TO DATE - ORIGINAL ZLC DID NOT REPORT TO CLIENT
12/6/11: CONTINUE TO DATE

BANK/CLIENT REQUIREMENTS:
SSENIE@KRAMERLEVIN.COM

Please be advised that CTIC has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at *http://nyrates.ctic.com.*

Mailing Date:
DECEMBER 16, 2010
Closing Date:

Prior Insurer/
Prior Title Number

AMENDMENT DATES
8/24/11:TXA; 12/6/11:TXA

THANK YOU FOR YOUR APPLICATION FOR THE EXAMINATION OF TITLE TO THE ABOVE DESCRIBED PREMISES. OUR CHARGES ON THE BASIS OF OUR FILED RATE SCHEDULE ARE NOTED, SUBJECT TO ANY REVISION DUE TO ANY DESIRED CHANGE IN LIABILITY AND THE ADDITION OF ANY REQUESTED OR NECESSARY DISBURSEMENTS. WE SHALL DO OUR BEST TO REPORT THIS TITLE PROMPTLY AND FACILITATE ITS CLOSING.

Very truly yours,

Applicant Number: 6108353-000

JACK MARINO - 3341 192/TXA

Applicant FEE(1) Tel: (212)715-9100
Fax: (212)715-8000
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Pamela Swidler

Applicant MTG(2) Tel:
Fax:

APPCOM06 10/06 KMS

ADDITIONAL PROPERTY INFORMATION CONT.

TITLE NUMBER: 3110-00679

DATE: DECEMBER 2, 2010

BLOCK 1986
LOT 1 - 3260 BROADWAY
LOT 6 - 573 WEST 131ST STREET
LOT 10 - 555 WEST 131ST STREET
LOT 30 - 3270 BROADWAY
LOT 65 - 3280 BROADWAY

BLOCK 1987

LOT 7 - 553 WEST 133RD STREET
LOT 9 - 547 WEST 133RD STREET

BLOCK 1995

LOT 31 - 3207 BROADWAY

BLOCK 1996

LOT 14 - 637 WEST 125TH STREET
LOT 15 - 625 WEST 125TH STREET
LOT 16 - N/A WEST 125TH STREET
LOT 18 - 627-629 WEST 129TH STREET
LOT 20 - 623 WEST 129TH STREET
LOT 21 - 613-615 WEST 129TH STREET
LOT 23 - 603-611 WEST 129TH STREET
LOT 29 - 3221-3227 BROADWAY
LOT 34 - 3229-3231 BROADWAY
LOT 36 - 3233-3235 BRAODWAY
LOT 50 - 632 WEST 130TH STREET

BLOCK 1998

LOT 1 - 2301 JOE DIMAGGIO HIGHWAY
LOT 3 - 2307 JOE DIMAGGIO HIGHWAY
LOT 6 - 653 WEST 131ST STREET
LOT 10 - 641 WEST 131ST STREET
LOT 13 - 635 WEST 131ST STREET
LOT 16 - 633 WEST 131ST STREET
LOT 24 - 609 WEST 131ST STREET
LOT 26 - 605 WEST 131ST STREET
LOT 57 - 640 WEST 132ND STREET
LOT 61 - 2311 JOE DIMAGGIO HIGHWAY

PARTIES TO THE TRANSACTION

TITLE NO.: 311000679

INVOICE CUSTOMER	BUYER/BORROWER/LESSEE ATTORNEY
Chicago Title Insurance Company 711 Third Avenue, 5th Floor New York, New York 10017 (212)880-1200	
SELLER'S ATTORNEY	
LENDER	LENDER'S ATTORNEY
FEE APPLICANT Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, New York 10036 Pamela Swidler (212)715-9100	MORTGAGE APPLICANT
ADDITIONAL ATTORNEY - COPIES	ADDITIONAL ATTORNEY - COPIES

PRTCSCT

Certificate No. 311000679

CERTIFICATION OF PARTIES IN INTEREST PURSUANT TO SUBDIVISION (C) OF THE DEFINITION OF ZONING LOT SET FORTH IN SECTION 12-10 OF THE ZONING RESOLUTION OF THE CITY OF NEW YORK, EFFECTIVE DECEMBER 15, 1961 AS AMENDED

CHICAGO TITLE INSURANCE COMPANY, a title insurance company licensed to do business in the State of New York and having its principal offices at 711 3rd Avenue, New York, New York 10017, hereby certifies to the **CITY OF NEW YORK, EMPIRE STATE DEVELOPMENT CORPORATION and KRAMER LEVIN NAFTALIS & FRANKEL LLP** that as to the land hereafter described, being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block, that all the parties in interest constituting a "party in interest" as defined in Subdivision (c), or (d) of the definition of zoning lot Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

NAME AND ADDRESS	NATURE OF INTEREST
1. THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK 412 Low Memorial Library 535 West 116th Street New York, NY 10027	Fee owner of the premises herein described by the following deeds: As to Block 1986 Lot 1: Deed dated 03/21/2006, recorded 04/10/2006 CRFN 2006000198521 As to Block 1986 Lot 6: Deed dated 03/31/2004, recorded 05/11/2004 in CRFN 2004000295721. As to Block 1986 Lot 10: Deed dated 07/22/2004, recorded 08/26/2004 in CRFN 2004000532260. As to block 1986 Lot 30: Deed dated 06/28/2007, recorded 07/16/2007 in CRFN 2007000365038. As to Block 1986 Lot 65: Deed dated 11/18/2004, recorded 12/20/2004 in CRFN 2004000779851. As to Block 1987 Lot 7: Deed

dated 06/22/2006,
recorded 07/07/2006
in CRFN 2006000385975.

As to Block 1987 Lot 9: Deed
dated 06/30/2006,
recorded 07/21/2006
in CRFN 2006000417154.

As to Block 1995 Lot 31: Deed
dated 09/24/2002,
recorded 11/18/2002
in Reel 3662 Page 2017.

As to Block 1996 Lot 14: Deed
dated 10/27/2006,
recorded 11/06/2006
in CRFN 2006000619984.

As to Block 1996 Lot 15: Deed
dated 09/24/2002,
recorded 10/21/2002
in Reel 3640 Page 832.

As to Block 1996 Lt 16: Deed
dated 05/25/2006,
recorded 06/05/2006
in CRFN 2006000311175.

As to Block 1996 Lot 18: Deed
dated 12/15/2004,
recorded 01/13/2005
in CRFN 2005000025461.

As to Block 1996 Lot 20: Deed
dated 12/15/2004,
recorded 01/12/2005
in CRFN 2005000024700.

As to Block 1996 Lot 21: Deed
dated 09/24/2002,
recorded 10/21/2002
in Reel 3640 Page 818.

As to Block 1996 Lot 23:
deed dated 11/15/1967,
recorded 11/16/1967 in
Record Liber 243 Page 495.

As to Block 1996 Lot 29:
Deed dated 06/27/2006
recorded 07/10/2006
in CRFN 2006000388447.

NAME AND ADDRESS	NATURE OF INTEREST
	As to Block 1996 Lot 34: Deed dated 04/28/2009, recorded 05/08/2009 in CRFN 2009000137200
	As to Block 1996 Lot 36: Deed dated 09/24/2002, recorded 10/21/2002 in Reel 3640 Page 827.
	As to Block 1996 Lot 50: Deed dated 03/07/2006, recorded 03/24/2006 in CRFN 2006000166717.
	As to Block 1998 Lot 1: Deed Deed dated 08/26/2003, recorded 09/08/2003 in CRFN 2003000335763.
	As to Block 1998 Lot 3: Deed dated 02/19/2009, recorded 02/26/2009, in CRFN 2009000057332.
	As to Block 1998 Lot 6: Deed dated 08/14/2003, recorded 09/04/2003, in CRFN 2003000327622, as corrected by Correction Deed recorded 06/08/2006, in CRFN 2006000319889.
	As to Block 1998 Lot 10: Deed dated 08/14/2003, recorded 09/04/2003, in CRFN 2003000327622, as corrected by Correction Deed recorded 06/08/2006, in CRFN 2006000319889.
	As to Block 1998 Lot 13: Deed dated 06/28/2007, recorded 07/10/2007, in CRFN 2007000350810.
	As to Block 1998 Lot 16: Deed dated 06/28/2007, recorded 07/19/2007 in CRFN 2007000371368.

NAME AND ADDRESS	NATURE OF INTEREST
	As to Block 1998 Lots 24 and 26: Deed dated 06/20/2008, recorded 06/27/2008 in CRFN 2008000258274.
	As to Block 1998 Lots 57 and 61 Deed dated 07/31/2007, recorded 08/14/2007 in CRFN 2007000421170.

Certificate No. 311000679

DESCRIPTION
METES AND BOUNDS

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is Tax Lot Number (see attached) in Block (see attached) as shown on the Tax Map of the City of New York, New York County, and is more particularly described as follows:

BLOCK 1986
LOT 1 - 3260 BROADWAY
LOT 6 - 573 WEST 131ST STREET
LOT 10 - 555 WEST 131ST STREET
LOT 30 - 3270 BROADWAY
LOT 65 - 3280 BROADWAY

BLOCK 1987

LOT 7 - 553 WEST 133RD STREET
LOT 9 - 547 WEST 133RD STREET

BLOCK 1995

LOT 31 - 3207 BROADWAY

BLOCK 1996

LOT 14 - 637 WEST 125TH STREET
LOT 15 - 625 WEST 125TH STREET
LOT 16 - N/A WEST 125TH STREET
LOT 18 - 627-629 WEST 129TH STREET
LOT 20 - 623 WEST 129TH STREET
LOT 21 - 613-615 WEST 129TH STREET
LOT 23 - 603-611 WEST 129TH STREET
LOT 29 - 3221-3227 BROADWAY
LOT 34 - 3229-3231 BROADWAY
LOT 36 - 3233-3235 BRAODWAY
LOT 50 - 632 WEST 130TH STREET

BLOCK 1998

LOT 1 - 2301 JOE DIMAGGIO HIGHWAY
LOT 3 - 2307 JOE DIMAGGIO HIGHWAY
LOT 6 - 653 WEST 131ST STREET
LOT 10 - 641 WEST 131ST STREET
LOT 13 - 635 WEST 131ST STREET
LOT 16 - 633 WEST 131ST STREET
LOT 24 - 609 WEST 131ST STREET
LOT 26 - 605 WEST 131ST STREET
LOT 57 - 640 WEST 132ND STREET
LOT 61 - 2311 JOE DIMAGGIO HIGHWAY

DESCRIPTION

METES AND BOUNDS

SEE EXHIBIT C TO DECLARATION

DESCRIPTION

METES AND BOUNDS

SEE EXHIBIT C TO DECLARATION

Certificate No. 311000679

That the said premises are known as and by street address (see attached) as shown on the following DIAGRAM:

BLOCK 1986
LOT 1 - 3260 BROADWAY
LOT 6 - 573 WEST 131ST STREET
LOT 10 - 555 WEST 131ST STREET
LOT 30 - 3270 BROADWAY
LOT 65 - 3280 BROADWAY

BLOCK 1987

LOT 7 - 553 WEST 133RD STREET
LOT 9 - 547 WEST 133RD STREET

BLOCK 1995

LOT 31 - 3207 BROADWAY

BLOCK 1996

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BLOCK 1998

LOT 1 - 2301 JOE DIMAGGIO HIGHWAY
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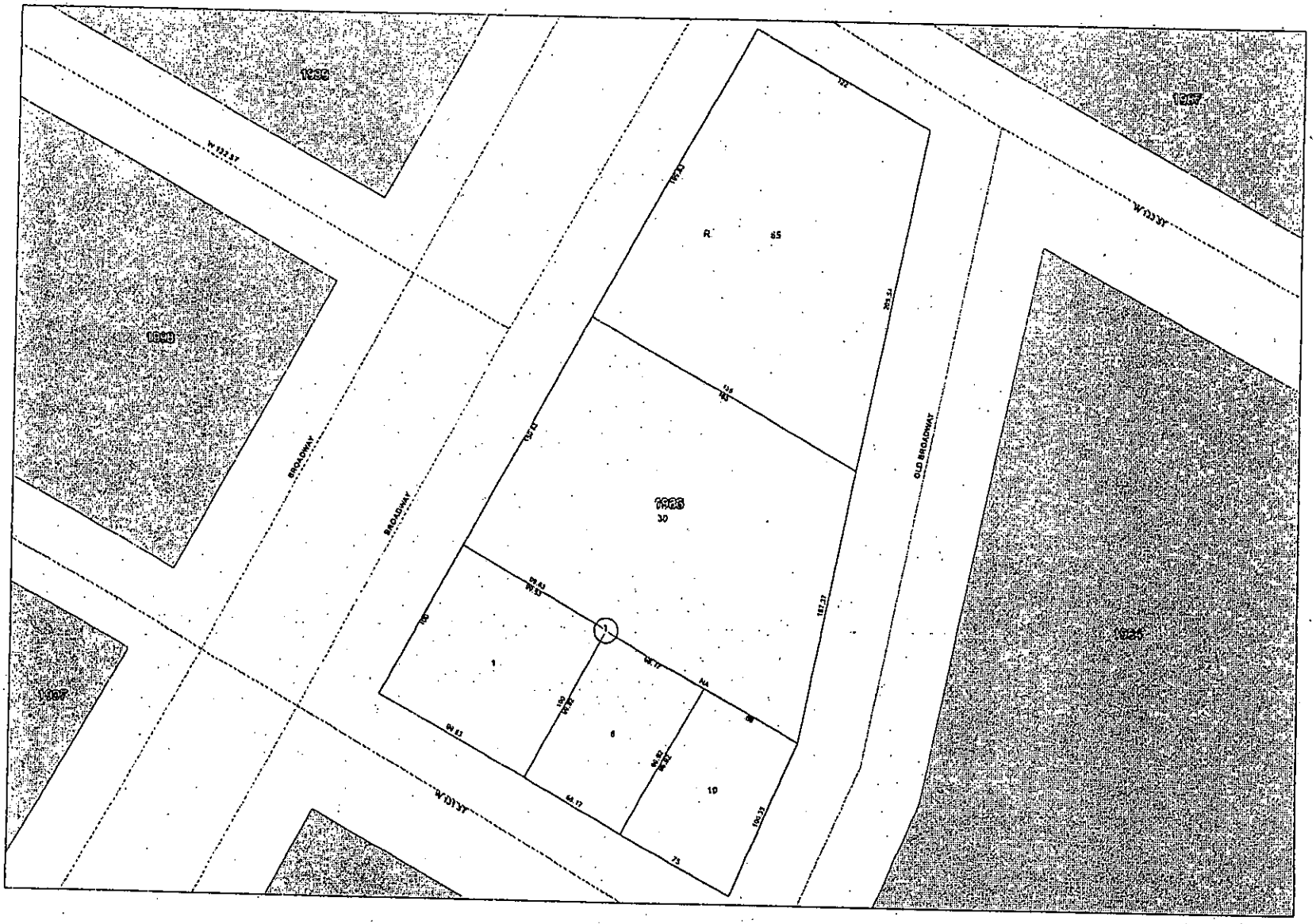
LOT 26 - 605 WEST 131ST STREET
LOT 57 - 640 WEST 132ND STREET
LOT 61 - 2311 JOE DIMAGGIO HIGHWAY

FINANCE
NEW YORK
MARTHA E. STARK
COMMISSIONER

NYC Digital Tax Map

Effective Date : 12-09-2008 14:55:48
End Date : Current

Manhattan Block: 1986

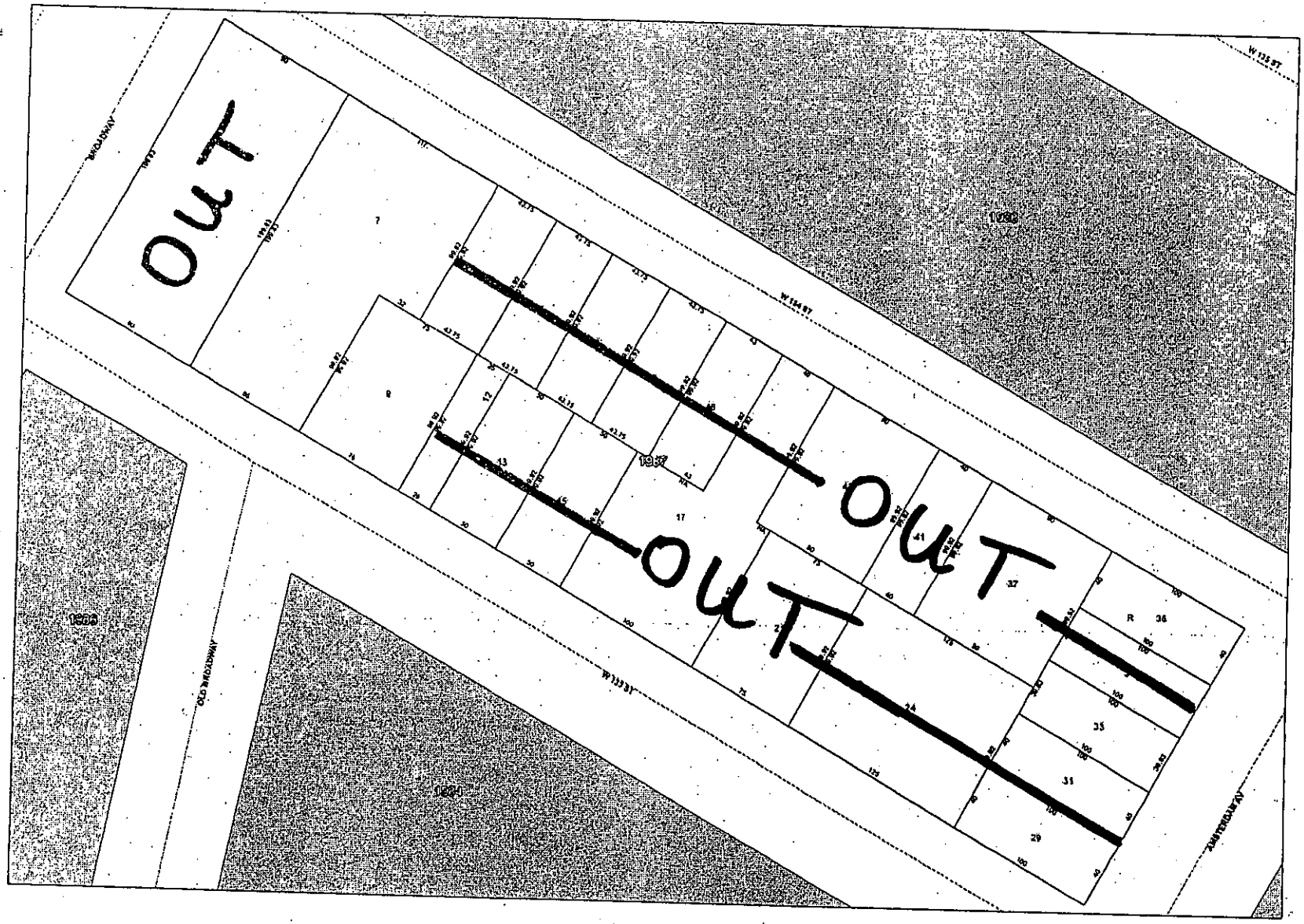


NYC Finance

NYC Digital Tax Map

Effective Date : 10-18-2010 13:31:23
End Date : Current

Manhattan Block: 1987



Legend

- Sheets
- Miscellaneous Text
- Possession Hooks
- Boundary Lines
- Lot Face Possession Hooks
- Regular
- Underwater
- Tax Lot Polygon
- Condo Number
- Tax Block Polygon

0 5 10 20 30 40 Feet

FINANCE NEW YORK
MARTHA E. STARK COMMISSIONER

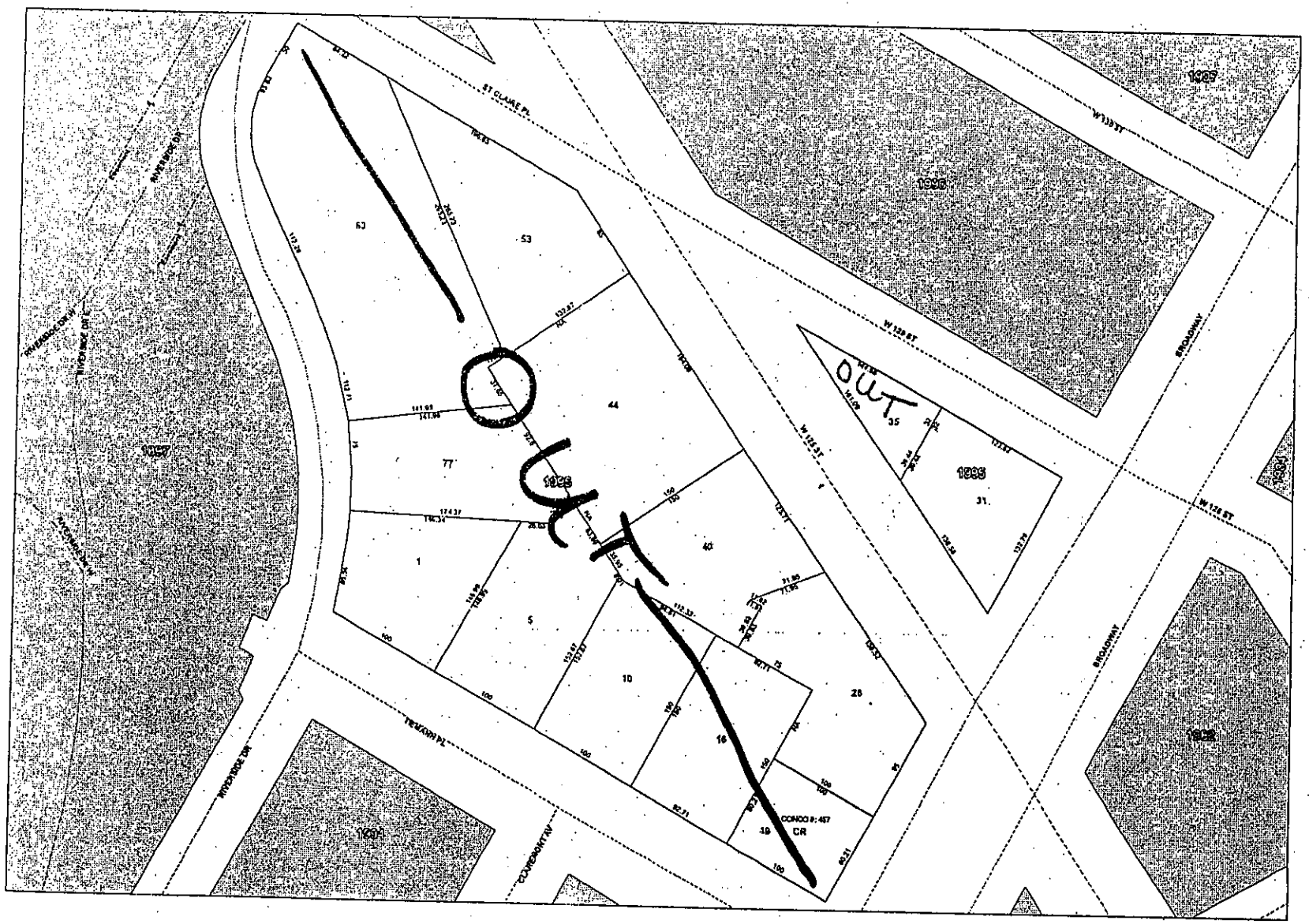
NYC Digital Tax Map

Effective Date : 12-09-2008 14:59:37
End Date : Current

Manhattan Block: 1995

Legend

- Streets
- Miscellaneous Text
- Possession Hooks
- Boundary Lines
- Lot Face Possession Hooks
- Regular
- Underwater
- Tax Lot Polygon
- Condo Number
- Tax Block Polygon



FINANCE NEW YORK
MARTHA E. STARK
COMMISSIONER

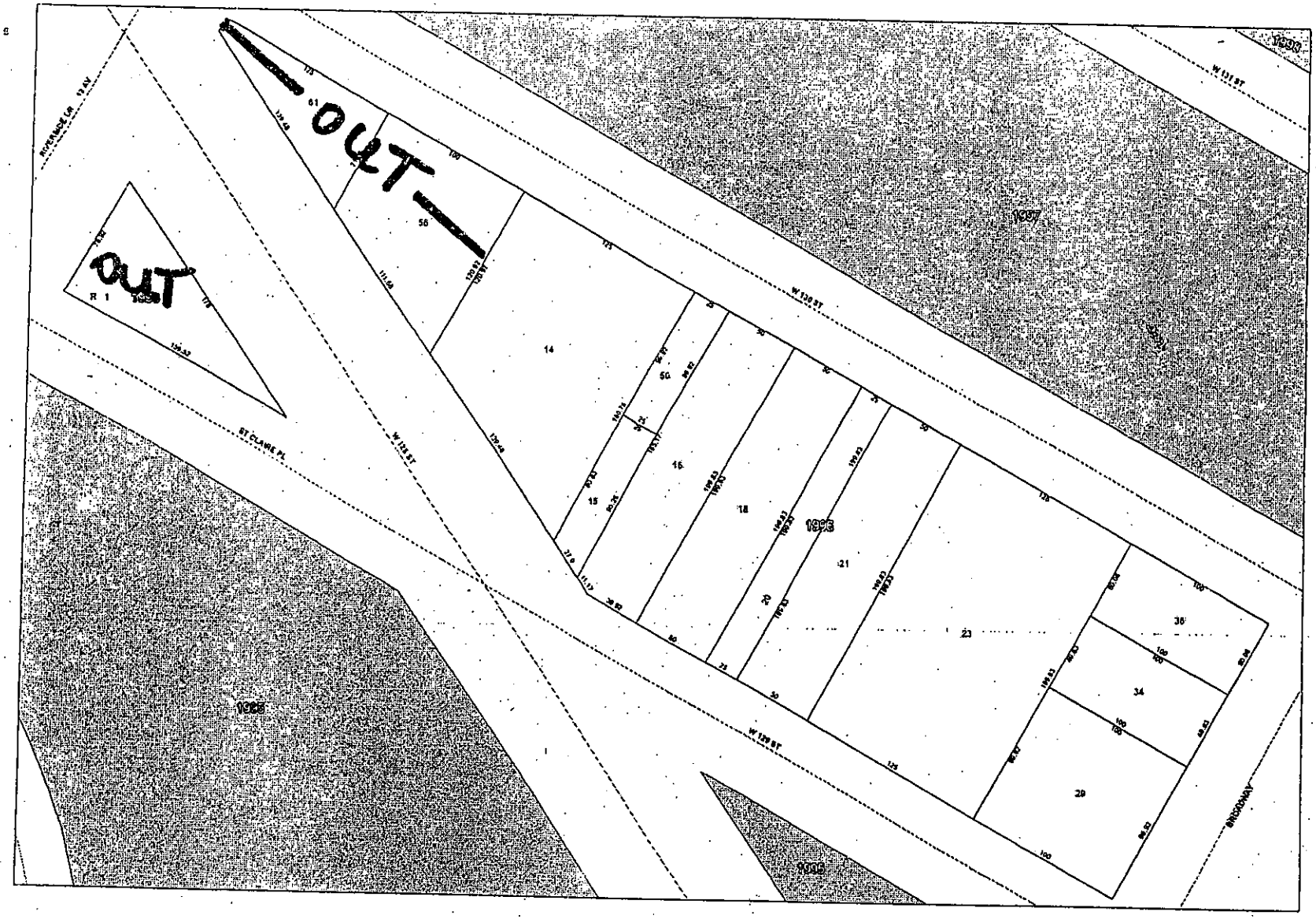
NYC Digital Tax Map

Effective Date : 12-09-2008 14:59:53
End Date : Current

Manhattan Block: 1996

Legend

- Streets
- Miscellaneous Text
- Possession Hooks
- Boundary Lines
- Lot Face Possession Hooks
- Regular
- Underwater
- Tax Lot Polygon
- Condo Number
- Tax Block Polygon



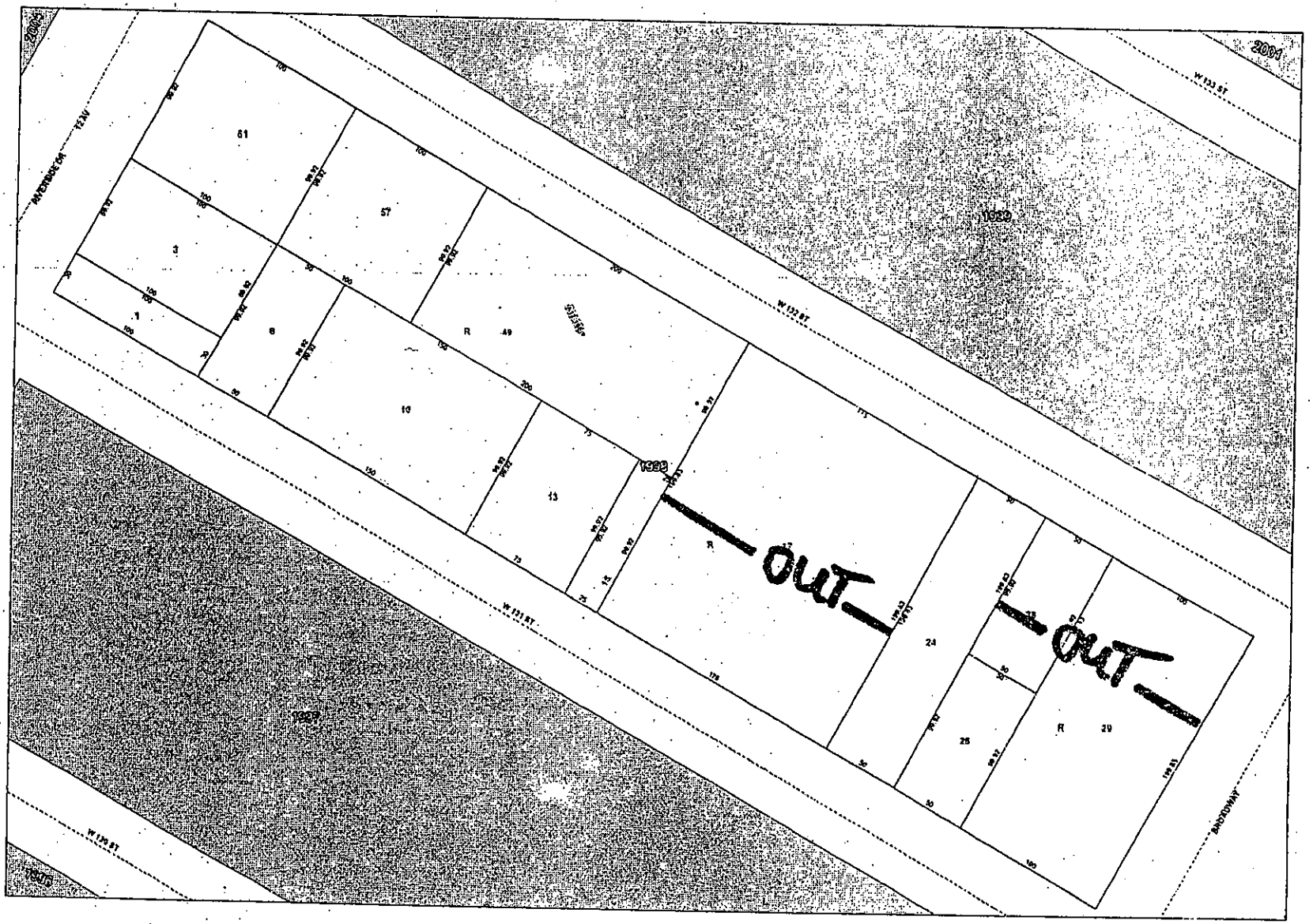
0 20 40 80 120 160 Feet

FINANCE NEW YORK
MARTHA K. STARK
COMMISSIONER

NYC Digital Tax Map

Effective Date : 12-09-2008 15:00:27
End Date : Current

Manhattan Block: 1988



Legend

- Streets
- Miscellaneous Text
- Possession Hooks
- Boundary Lines
- Lot Face Possession Hooks
- Regular
- Underwater
- Tax Lot Polygon
- Condo Number
- Tax Block Polygon

0 20 40 80 120 160 Feet

Certificate No. 311000679

NOTE:

A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provisions of the zoning lot resolution.

The City of New York requires the submission of a New York City Report when a Zoning Lot Declaration is filed for recording pursuant to Zoning Lot Resolution 12-10 of the City of New York.

THE CERTIFICATION IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS.

CHICAGO TITLE INSURANCE COMPANY

By: _____
Elliot Hurwitz
Chief Commercial Counsel

Dated: November 23, 2011

Certificate No. 311000679

UNIFORM FORM OF ACKNOWLEDGMENT

STATE OF NEW YORK) ss:

COUNTY OF NEW YORK)

On the 14th day of December, in the year 2011, before me, the undersigned, a notary public in and for said state, personally appeared Elliot Hurwitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

LAURA J. PETERSEN
Notary Public, State of New York
No. 01PE5032766
Qualified In Suffolk County
Commission Expires October 31, 20 14

National service from the New York Office.

711 3RD AVE, 5TH FLOOR, NEW YORK, NY 10017-4014
(212)880-1200

NUMBER	DATE	TRANSACTION	RATE MANUAL REFERENCE	INSURANCE
3110-00666	NOVEMBER 30, 2010	MTG	MTG	MTG $0.00
		FEE	FEE	FEE $0.00

Title Vested In:
TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

Insured, Fee:

Insured, Mtg:

MUN. DEPT. SEARCHES:
NONE

SURVEY INSTRUCTIONS:
NONE

Delivery: EMAIL-01

PREMISES County: New York State: New York

Block: Blk: 1997 Lot(s): 1 Lot(s):
1997
Lot(s): 61
Add'l Lot(s):

Address: 2283 JOE DIMAGGIO HIGHWAY, NEW YORK, New York
- SEE ATTACHED -

Remarks:
ZONING LOT CERTIFICATION

8/24/11: CONTINUE TITLE TO DATE
12/6/11: CONTINUE TITLE TO DATE

BANK/CLIENT REQUIREMENTS:
PSwidler@kramerlevin.com

Please be advised that CTIC has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at *http://nyrates.ctic.com.*

Mailing Date:
DECEMBER 15, 2010

Closing Date:

Prior Insurer/
Prior Title Number
311000394

AMENDMENT DATES
8/24/11:TXA;M 12/6/11:TXA

THANK YOU FOR YOUR APPLICATION FOR THE EXAMINATION OF TITLE TO THE ABOVE DESCRIBED PREMISES. OUR CHARGES ON THE BASIS OF OUR FILED RATE SCHEDULE ARE NOTED, SUBJECT TO ANY REVISION DUE TO ANY DESIRED CHANGE IN LIABILITY AND THE ADDITION OF ANY REQUESTED OR NECESSARY DISBURSEMENTS. WE SHALL DO OUR BEST TO REPORT THIS TITLE PROMPTLY AND FACILITATE ITS CLOSING.

Very truly yours,

Applicant Number: 6108353-000

JACK MARINO - 3341 192/LC

Applicant FEE(1) Tel: (212)715-9100
Fax: (212)715-8000
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
PAMELA SWIDLER

Applicant MTG(2) Tel:
Fax:

APPCOM06 10/06 KMS

ADDITIONAL PROPERTY INFORMATION CONT.

TITLE NUMBER:

3110-00666

DATE:

NOVEMBER 30, 2010

BLOCK 1997

LOT 1 - 2283 JOE DIMAGGIO HIGHWAY

LOT 61 - 2293 JOE DIMAGGIO HIGHWAY

LOT 64 - 2291 JOE DIMAGGIO HIGHWAY

INVOICE CUSTOMER	BUYER/BORROWER/LESSEE ATTORNEY
Chicago Title Insurance Company 711 Third Avenue, 5th Floor New York, New York 10017 (212)880-1200	
SELLER'S ATTORNEY	
LENDER	LENDER'S ATTORNEY
FEE APPLICANT Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, New York 10036 PAMELA SWIDLER (212)715-9100	MORTGAGE APPLICANT
ADDITIONAL ATTORNEY - COPIES	ADDITIONAL ATTORNEY - COPIES

PRTCSCT

Certificate No. 311000666

CERTIFICATION OF PARTIES IN INTEREST PURSUANT TO SUBDIVISION (C) OF THE DEFINITION OF ZONING LOT SET FORTH IN SECTION 12-10 OF THE ZONING RESOLUTION OF THE CITY OF NEW YORK, EFFECTIVE DECEMBER 15, 1961 AS AMENDED

CHICAGO TITLE INSURANCE COMPANY, a title insurance company licensed to do business in the State of New York and having its principal offices at 711 3rd Avenue, New York, New York 10017, hereby certifies to the **CITY OF NEW YORK, EMPIRE STATE DEVELOPMENT CORPORATION and KRAMER LEVIN NAFTALIS & FRANKEL LLP** that as to the land hereafter described, being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block, that all the parties in interest constituting a "party in interest" as defined in Subdivision (c), or (d) of the definition of zoning lot Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

NAME AND ADDRESS	NATURE OF INTEREST
1. The Trustees of Columbia University in the City of New York 412 Low Memorial Library 535 West 116th Street	As to Lot 1: Deed dated 01/31/2005 recorded 02/23/2005 in CRFN 2005000110083 made by Co-Or Realty Corp. As to Lot 61: deed dated 06/26/2008 recorded 07/09/2008, in CRFN 2008000273038 made by GHC NY CORP. As to Lot 64: Deed dated 08/07/2007 recorded 11/13/2007, in CRFN 2007000431893 made by 2291 Twelfth Ave. Inc.

8X11BL

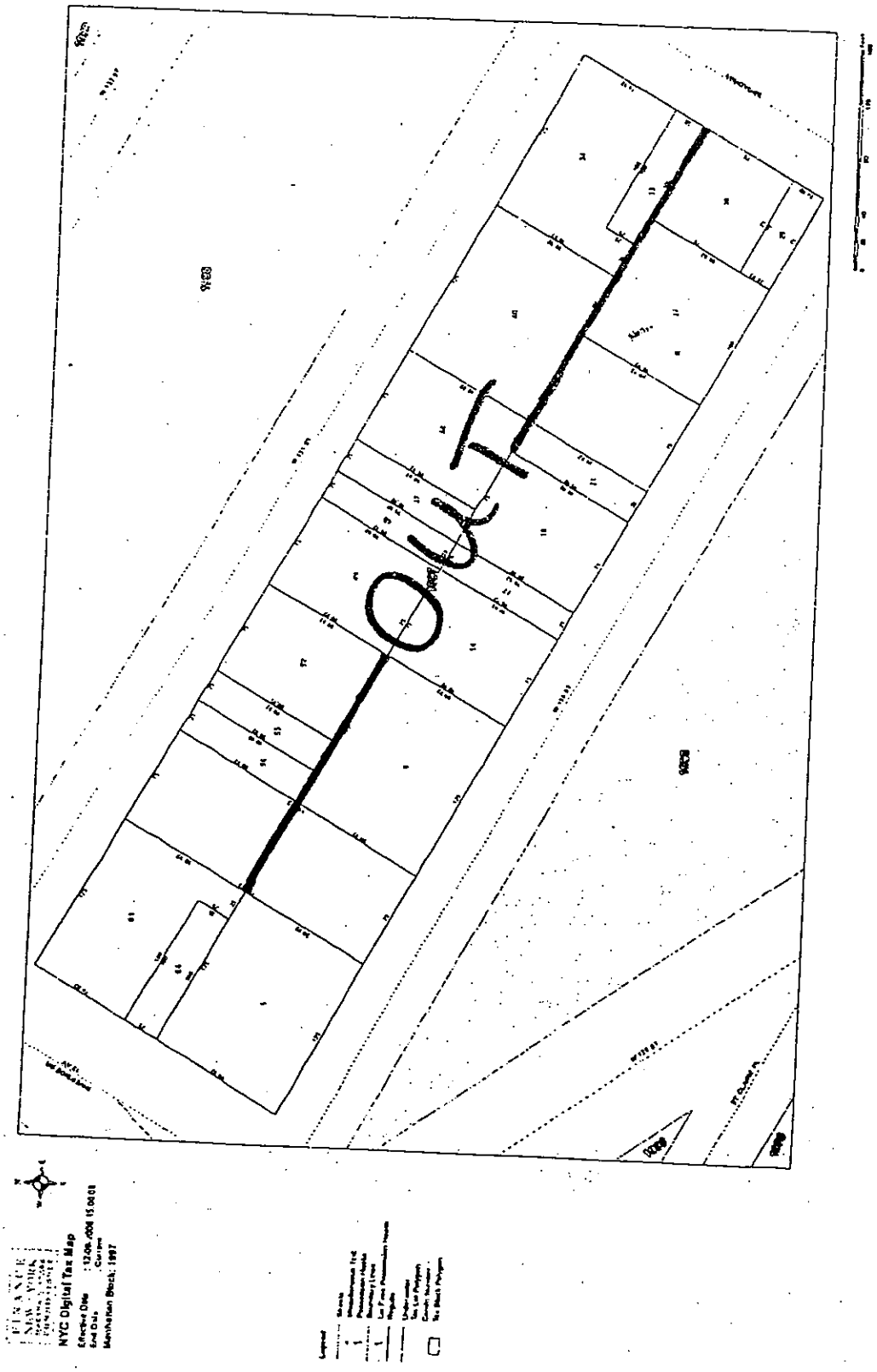
DESCRIPTION

METES AND BOUNDS

SEE EXHIBIT C TO DECLARATION

Certificate No. 311000666

That the said premises are known as and by street address 2283 Joe Dimaggio Highway, 2293 Joe Dimaggio Highway and 2291 Joe Dimaggio Highway, New York, NY, as shown on the following DIAGRAM:



Certificate No. 311000666

NOTE:

A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provisions of the zoning lot resolution.

The City of New York requires the submission of a New York City Report when a Zoning Lot Declaration is filed for recording pursuant to Zoning Lot Resolution 12-10 of the City of New York.

THE CERTIFICATION IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS.

CHICAGO TITLE INSURANCE COMPANY

By: _____
Elliot Hurwitz
Chief Commercial Counsel

Dated: November 23, 2011

Certificate No. 311000666

UNIFORM FORM OF ACKNOWLEDGMENT

STATE OF NEW YORK) ss:

COUNTY OF NEW YORK)

On the 14th day of December, in the year 2011, before me, the undersigned, a notary public in and for said state, personally appeared Elliot Hurwitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

LAURA J. PETERSEN
Notary Public, State of New York
No. 01PE5032766
Qualified in Suffolk County
Commission Expires October 31, 20 14

in New England and New Jersey.
National service from the New York Office.

711 3RD AVE, 5TH FLOOR, NEW YORK, NY 10017-4014
(212)880-1200

NUMBER	DATE	TRANSACTION	RATE MANUAL REFERENCE	INSURANCE
3111-00669	OCTOBER 20, 2011	MTG FEE	MTG FEE	MTG $0.00 FEE $0.00

Title Vested In:
THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

Insured, Fee:

Insured, Mtg:

MUN. DEPT. SEARCHES:
NONE

SURVEY INSTRUCTIONS:
NONE

Delivery: UPS 01

PREMISES County: New York State: New York
Blk: 1997 Lot(s): 6 Lot(s):
Block:
Lot(s):
Add'l Lot(s):

Address: 641 WEST 130TH STREET, NEW YORK, New York

Remarks:
ZONING LOT CERTIFICATION

12/6/11: CONTINUE TITLE TO DATE

BANK/CLIENT REQUIREMENTS:
CMATYCKAS@KRAMERLEVIN.COM

Please be advised that CTIC has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at *http://nyrates.ctic.com.*

Mailing Date:
OCTOBER 31, 2011
Closing Date:

Prior Insurer/
Prior Title Number
311100292

AMENDMENT DATES
12/6/11:TXA

THANK YOU FOR YOUR APPLICATION FOR THE EXAMINATION OF TITLE TO THE ABOVE DESCRIBED PREMISES. OUR CHARGES ON THE BASIS OF OUR FILED RATE SCHEDULE ARE NOTED, SUBJECT TO ANY REVISION DUE TO ANY DESIRED CHANGE IN LIABILITY AND THE ADDITION OF ANY REQUESTED OR NECESSARY DISBURSEMENTS. WE SHALL DO OUR BEST TO REPORT THIS TITLE PROMPTLY AND FACILITATE ITS CLOSING.

Very truly yours,

Applicant Number: 6108353-000

HOUSE ACCOUNT - NEW YORK 3301 001/TXA

Applicant FEE(1) Tel: (212)715-9100
Fax: (212)715-8000
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Caren Matyckas, Esq.

Applicant MTG(2) Tel:
Fax:

APPCOM06 10/06 KMS

INVOICE CUSTOMER	BUYER/BORROWER/LESSEE ATTORNEY
SELLER'S ATTORNEY	
LENDER	LENDER'S ATTORNEY
FEE APPLICANT Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, New York 10036 Caren Matyckas, Esq. (212)715-9100	MORTGAGE APPLICANT
ADDITIONAL ATTORNEY - COPIES	ADDITIONAL ATTORNEY - COPIES

PRTCSCT

Certificate No. 311100669

CERTIFICATION OF PARTIES IN INTEREST PURSUANT TO SUBDIVISION (C) OF THE DEFINITION OF ZONING LOT SET FORTH IN SECTION 12-10 OF THE ZONING RESOLUTION OF THE CITY OF NEW YORK, EFFECTIVE DECEMBER 15, 1961 AS AMENDED

CHICAGO TITLE INSURANCE COMPANY, a title insurance company licensed to do business in the State of New York and having its principal offices at 711 3rd Avenue, New York, New York 10017, hereby certifies to the **CITY OF NEW YORK, EMPIRE STATE DEVELOPMENT CORPORATION and KRAMER LEVIN NAFTALIS & FRANKEL LLP** that as to the land hereafter described, being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block, that all the parties in interest constituting a "party in interest" as defined in Subdivision (c), or (d) of the definition of zoning lot Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

NAME AND ADDRESS	NATURE OF INTEREST
1. THE TRUSTEES OF COLUMBIA IN THE CITY OF NEW YORK 412 Low Memorial Library 535 West 116th Street New York, NY 10027	Fee Owner of record by deed from New York State Urban Development Corporation d/b/a Empire State Development Corporation, dated as of 07/14/2011 and recorded 08/01/2011 in CRFN 2011000269891.

8X11BL

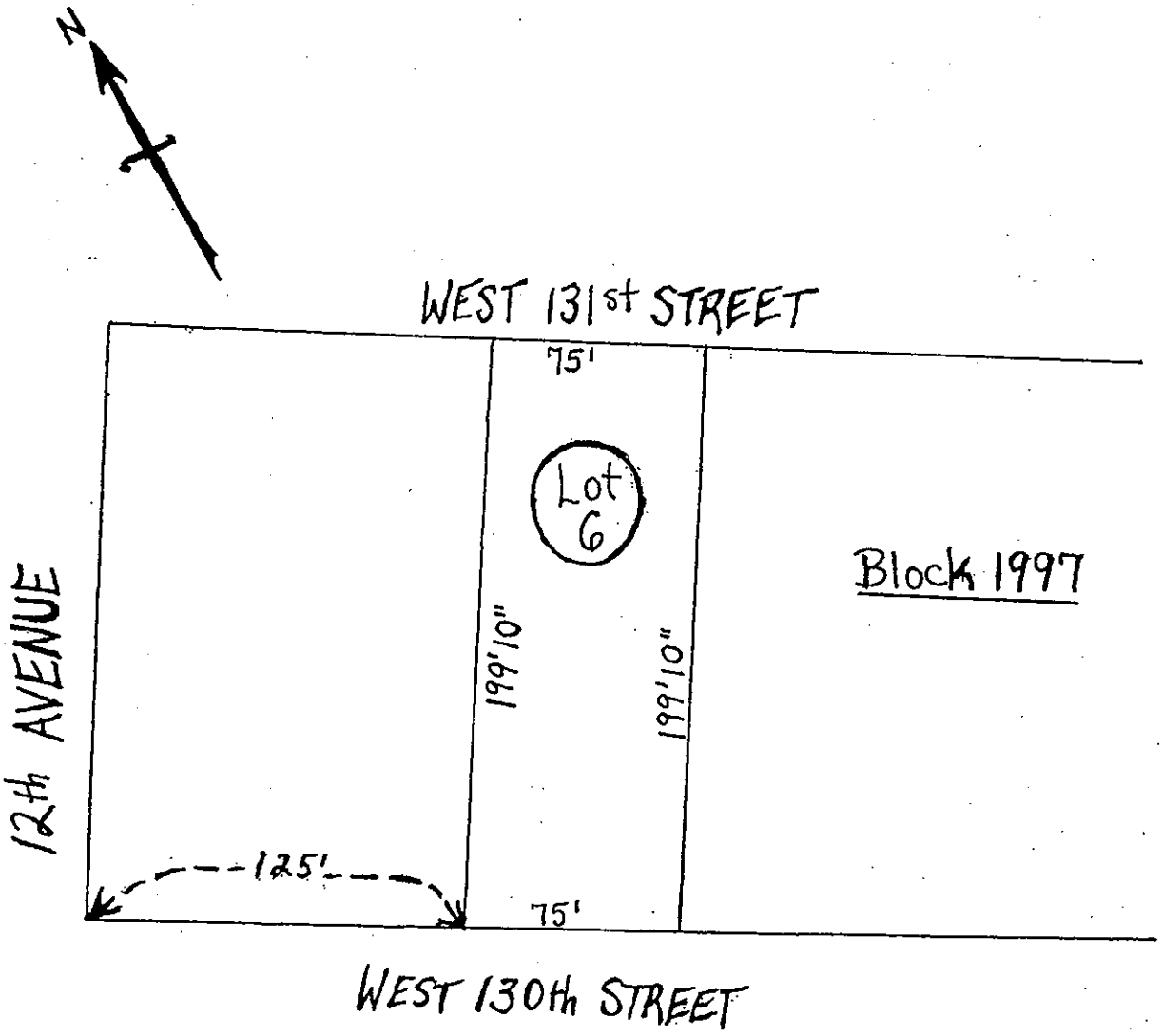
DESCRIPTION

METES AND BOUNDS

SEE EXHIBIT C TO DECLARATION

Certificate No. 311100669

That the said premises are known as and by street address 641 West 130th Street, New York, NY as shown on the following DIAGRAM:



Certificate No. 311100669

NOTE:

A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provisions of the zoning lot resolution.

The City of New York requires the submission of a New York City Report when a Zoning Lot Declaration is filed for recording pursuant to Zoning Lot Resolution 12-10 of the City of New York.

THE CERTIFICATION IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS.

CHICAGO TITLE INSURANCE COMPANY

By: _____
Elliot Hurwitz
Chief Commercial Counsel

Dated: November 23, 2011

Certificate No. 311100669

UNIFORM FORM OF ACKNOWLEDGMENT

STATE OF NEW YORK) ss:

COUNTY OF NEW YORK)

On the 14th day of December, in the year 2011, before me, the undersigned, a notary public in and for said state, personally appeared Elliot Hurwitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

LAURA J. PETERSEN
Notary Public, State of New York
No. 01PE5032766
Qualified in Suffolk County
Commission Expires October 31, 2014

in New England and New Jersey. National service from the New York Office.

Chicago Title Insurance Company

711 3RD AVE, 5TH FLOOR, NEW YORK, NY 10017-4014
(212)880-1200

NUMBER	DATE	TRANSACTION	RATE MANUAL REFERENCE	INSURANCE
3111-00556	AUGUST 24, 2011	MTG FEE	MTG FEE	MTG $0.00 FEE $0.00

Title Vested In:
THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

Insured, Fee:

Insured, Mtg:

Delivery: 01

MUN. DEPT. SEARCHES:
NONE

SURVEY INSTRUCTIONS:
NONE

PREMISES
County: New York
State: New York
Blk: 1997
Lot(s): 34
Lot(s):
Block:
Lot(s):
Add'l Lot(s):

Address: 3251-3253 BROADWAY, NEW YORK, New York

Remarks:
ZONING LOT CERTIFICATION

12/6/11: CONTINUE TITLE TO DATE

BANK/CLIENT REQUIREMENTS:
CMatyckas@KRAMERLEVIN.com

Please be advised that CTIC has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at *http://nyrates.ctic.com.*

Mailing Date:
AUGUST 31, 2011
Closing Date:

Prior Insurer/
Prior Title Number
310700997

AMENDMENT DATES
12/6/11:TXA

THANK YOU FOR YOUR APPLICATION FOR THE EXAMINATION OF TITLE TO THE ABOVE DESCRIBED PREMISES. OUR CHARGES ON THE BASIS OF OUR FILED RATE SCHEDULE ARE NOTED, SUBJECT TO ANY REVISION DUE TO ANY DESIRED CHANGE IN LIABILITY AND THE ADDITION OF ANY REQUESTED OR NECESSARY DISBURSEMENTS. WE SHALL DO OUR BEST TO REPORT THIS TITLE PROMPTLY AND FACILITATE ITS CLOSING.

Very truly yours,

Applicant Number: 6108353 - 000

ELLIOT HURWITZ (3301) 226/TXA

Applicant FEE(1) Tel: (212)715-9100
Fax: (212)715-8000
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
PAMELS SWIDLER

Applicant MTG(2) Tel:
Fax:

APPCOM06 10/06 KMS

INVOICE CUSTOMER	BUYER/BORROWER/LESSEE ATTORNEY
Chicago Title - CSU Internal PSO Billing 711 Third Avenue New York, New York 10017 (212)880-1200	
SELLER'S ATTORNEY	
LENDER	LENDER'S ATTORNEY
FEE APPLICANT Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, New York 10036 PAMELS SWIDLER (212)715-9100	MORTGAGE APPLICANT
ADDITIONAL ATTORNEY - COPIES	ADDITIONAL ATTORNEY - COPIES

Certificate No. 311100556

CERTIFICATION OF PARTIES IN INTEREST PURSUANT TO SUBDIVISION (C) OF THE DEFINITION OF ZONING LOT SET FORTH IN SECTION 12-10 OF THE ZONING RESOLUTION OF THE CITY OF NEW YORK, EFFECTIVE DECEMBER 15, 1961 AS AMENDED

CHICAGO TITLE INSURANCE COMPANY, a title insurance company licensed to do business in the State of New York and having its principal offices at 711 3rd Avenue, New York, New York 10017, hereby certifies to the **CITY OF NEW YORK, EMPIRE STATE DEVELOPMENT CORPORATION and KRAMER LEVIN NAFTALIS & FRANKEL LLP** that as to the land hereafter described, being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block, that all the parties in interest constituting a "party in interest" as defined in Subdivision (c), or (d) of the definition of zoning lot Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

NAME AND ADDRESS	NATURE OF INTEREST
1. The Trustees of Columbia University in the City of New York c/o Facilities Management B-230 East Campus 410 West 118th Street New York, NY	Fee Owner under deed recorded 02/03/2006 in CRFN 2006000066491

8X11BL

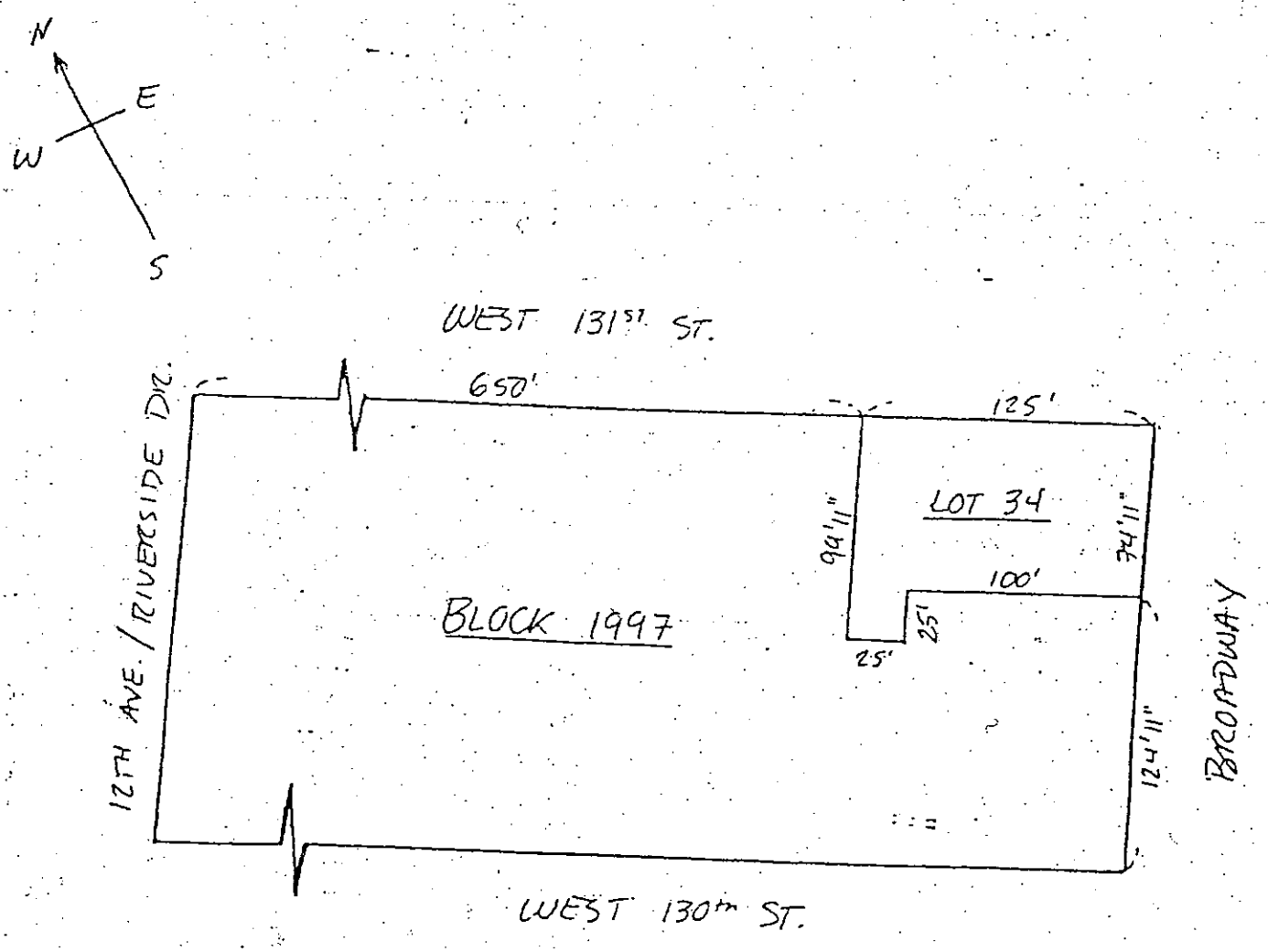
DESCRIPTION

METES AND BOUNDS

SEE EXHIBIT C TO DECLARATION

Certificate No. 311100556

That the said premises are known as and by street address 3251-3253 Broadway, New York, NY, as shown on the following DIAGRAM:



Certificate No. 311100556

NOTE:

A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provisions of the zoning lot resolution.

The City of New York requires the submission of a New York City Report when a Zoning Lot Declaration is filed for recording pursuant to Zoning Lot Resolution 12-10 of the City of New York.

THE CERTIFICATION IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS.

CHICAGO TITLE INSURANCE COMPANY

By: _____
Elliot Hurwitz
Chief Commercial Counsel

Dated: November 23, 2011

Certificate No. 311100556

UNIFORM FORM OF ACKNOWLEDGMENT

STATE OF NEW YORK) ss:

COUNTY OF NEW YORK)

On the 14th day of December, in the year 2011, before me, the undersigned, a notary public in and for said state, personally appeared Elliot Hurwitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

LAURA J. PETERSEN
Notary Public, State of New York
No. 01PE5032766
Qualified In Suffolk County
Commission Expires October 31, 20 14

National service from the New York Office.

711 3RD AVE, 5TH FLOOR, NEW YORK, NY 10017-4014
(212)880-1200

NUMBER	DATE	TRANSACTION	RATE MANUAL REFERENCE	INSURANCE
3110-00654	NOVEMBER 23, 2010	MTG FEE	MTG FEE	MTG $0.00 FEE $0.00

Title Vested In:
TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK

Insured, Fee:

Insured, Mtg:

MUN. DEPT. SEARCHES:
NONE

SURVEY INSTRUCTIONS:
NONE

Delivery: EMAIL-01

PREMISES County: New York State: New York
Blk: 1997 Lot(s): 9 Lot(s):
Block: 1997
Lot(s): 14
Add'l Lot(s):

Address: 631-639 WEST 130TH STREET, NEW YORK, New York
- SEE ATTACHED -

Remarks:
ZONING LOT CERTIFICATION
11-30-10 LOTS 1, 61 & 64 REMOVED

8/24/11: CONTINUE TITLE TO DATE
12/6/11: CONTINUE TITLE TO DATE

BANK/CLIENT REQUIREMENTS:
PSwidler@kramerlevin.com

Please be advised that CTIC has implemented a rate calculator for your convenience to enable you to calculate your title insurance rates. The website can be accessed at *http://nyrates.ctic.com.*

Mailing Date:
DECEMBER 15, 2010

Closing Date:

Prior Insurer/
Prior Title Number
311000394

AMENDMENT DATES
11-30-10/LC; 12-14-10/LC; 8/24/11:TXA;M 12/6/'':TXA

THANK YOU FOR YOUR APPLICATION FOR THE EXAMINATION OF TITLE TO THE ABOVE DESCRIBED PREMISES. OUR CHARGES ON THE BASIS OF OUR FILED RATE SCHEDULE ARE NOTED, SUBJECT TO ANY REVISION DUE TO ANY DESIRED CHANGE IN LIABILITY AND THE ADDITION OF ANY REQUESTED OR NECESSARY DISBURSEMENTS. WE SHALL DO OUR BEST TO REPORT THIS TITLE PROMPTLY AND FACILITATE ITS CLOSING.

Very truly yours,

Applicant Number: 6108353-000

JACK MARINO - 3341 192/LC

Applicant FEE(1) Tel: (212)715-9100
Fax: (212)715-8000
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
PAMELA SWIDLER

Applicant MTG(2) Tel:
Fax:

APPCOM06 10/06 KMS

ADDITIONAL PROPERTY INFORMATION CONT.

TITLE NUMBER:

3110-00654

DATE:

NOVEMBER 23, 2010

BLOCK 1997

LOT 9 - 631-639 WEST 130TH STREET
LOT 14 - 625 WEST 130TH STREET
LOT 17 - 623 WEST 130TH STREET
LOT 18 - 617 WEST 130TH STREET
LOT 21 - 615 WEST 130TH STREET
LOT 27 - 603 WEST 130TH STREET
LOT 29 - 3241 BROADWAY
LOT 30 - 3247 BROADWAY
LOT 33 - 3249 BROADWAY
LOT 34 - 3251 BROADWAY
LOT 40 - 604 WEST 131ST STREET
LOT 47 - 620 WEST 131ST STREET
LOT 48 - 622 WEST 131ST STREET
LOT 49 - 624 WEST 131ST STREET
LOT 52 - 630 WEST 131ST STREET
LOT 55 - 636 WEST 131ST STREET
LOT 56 - 638 WEST 131ST STREET

INVOICE CUSTOMER	BUYER/BORROWER/LESSEE ATTORNEY
Chicago Title Insurance Company 711 Third Avenue, 5th Floor New York, New York 10017 (212)880-1200	
SELLER'S ATTORNEY	
LENDER	LENDER'S ATTORNEY
FEE APPLICANT Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, New York 10036 PAMELA SWIDLER (212)715-9100	MORTGAGE APPLICANT
ADDITIONAL ATTORNEY - COPIES	ADDITIONAL ATTORNEY - COPIES

PRTCSCT

Certificate No. 311000654

CERTIFICATION OF PARTIES IN INTEREST PURSUANT TO SUBDIVISION (C) OF THE DEFINITION OF ZONING LOT SET FORTH IN SECTION 12-10 OF THE ZONING RESOLUTION OF THE CITY OF NEW YORK, EFFECTIVE DECEMBER 15, 1961 AS AMENDED

CHICAGO TITLE INSURANCE COMPANY, a title insurance company licensed to do business in the State of New York and having its principal offices at 711 3rd Avenue, New York, New York 10017, hereby certifies to the **CITY OF NEW YORK, EMPIRE STATE DEVELOPMENT CORPORATION and KRAMER LEVIN NAFTALIS & FRANKEL LLP** that as to the land hereafter described, being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block, that all the parties in interest constituting a "party in interest" as defined in Subdivision (c), or (d) of the definition of zoning lot Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

NAME AND ADDRESS	NATURE OF INTEREST
1. THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK 412 Low Memorial Library 535 West 116th Street New York, NY 10027	As to Lot 9: Deed dated 09/24/2002 recorded 10/21/2001, in Reel 3640 Page 822 made by Realty Accommodation LLC As to Lots 14 and 17: Deed dated 08/18/2008, recorded 08/26/2008, in CRFN 2008000340361, made by CIGON LLC As to Lot 18: Deed dated 08/27/2003 recorded 09/08/2003, in CRFN 2003000334265, made by MARVIN BALSAM As to Lot 21: Deed dated 10/06/2004, recorded 10/27/2004, in CRFN 2004000668106 made by MARZENO REALTY, INC.

8X11BL

NAME AND ADDRESS	NATURE OF INTEREST
	As to Lot 27: deed dated 02/15/2006, recorded 03/03/2006, in CRFN 2006000122747, made by VERIZON NEW YORK INC. (formerly known as New York Telephone Company)
	As to Lot 29: Deed dated 11/12/2008, recorded 11/25/2008, in CRFN 2008000455357, made by MEETING WITH GOD PENTECOSTAL CHURCH, INC.
	As to Lot 30: Deed dated 09/22/2008, recorded 10/06/2008, in CRFN 2008000394118, made by J.P.Z REALTY, LLC
	As to Lot 33: Deed dated 12/15/2004, recorded 02/04/2005, in CRFN 2005000072066, made by THREE BOROUGHS, LLC
	As to Lot 34: Deed dated 01/23/2006, recorded 02/03/2006, in CRFN 2006000066491, made by SIMPLE SIMON REALTY CORP.
	As to Lot 40: Deed dated 05/12/2009, recorded 05/19/2009, in CRFN 2009000148376, made by DANMIKE, LLC
	As to Lot 47: Deed dated 12/15/2004, recorded 02/04/2005, in CRFN 2005000072441, made by THREE BOROUGHS LLC

NAME AND ADDRESS	NATURE OF INTEREST
	As to Lot 48: Deed dated 08/05/2009, recorded 08/13/2009, in CRFN 2009000253922, made by PENTECOASTAL CHURCH OF GOD, INTERNATIONAL MOVEMENT
	As to Lot 49: Deed dated 01/13/2000, recorded 03/28/2000, in Reel 3075 Page 20, made by ROBERT SOLOMON, DANIEL SOLOMON, MICHAEL SOLOMON, SIDNEY SOLOMON and GAIL SOLOMON all d/b/a S&S GARAGE
	As to Lot 52: deed dated 03/28/2006, recorded 04/17/2006, in CRFN 2006000211753, made by AFONG REALTY CORP.
	As to Lot 55: Deed dated 01/31/2005, recorded 11/13/2007, in CRFN 2007000126675, made by 636 WEST 131ST STREET REALTY CORP.
	As to Lot 56: Deed dated 12/15/2004, recorded 02/04/2005, in CRFN 2005000072413, made by THREE BOROUGHS LLC

DESCRIPTION

METES AND BOUNDS

SEE EXHIBIT C TO DECLARATION

That the said premises are known as and by street address 631-639 West 130th Street; 625 West 130th Street; 623 West 130th Street; 617 West 130th Street; 615 West 130th Street; 603 West 130th Street; 3241 Broadway; 3247 Broadway; 3249 Broadway; 3251 Broadway; 604 West 131st Street; 620 West 131st Street; 622 West 131st Street; 624 West 131st Street; 630 West 131st Street; 636 West 131st Street; 638 West 131st Street; as shown on the following DIAGRAM:

See attached

FINANCE
NEW YORK
MARTHA E. STARK
COMMISSIONER

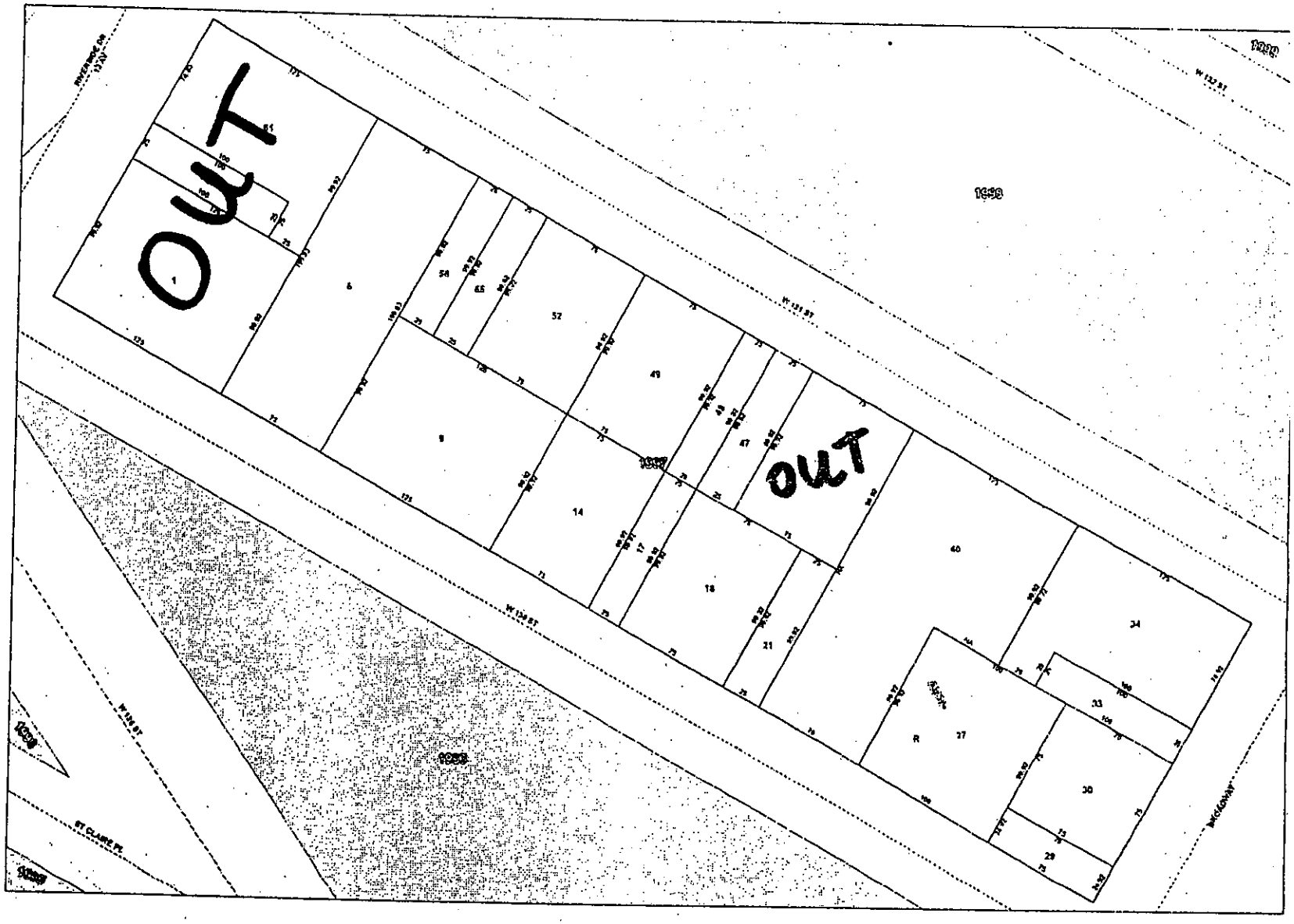
NYC Digital Tax Map

Effective Date : 12-09-2008 15:00:08
End Date : Current

Manhattan Block: 1997

Legend

- Streets
- Miscellaneous Text
- Possession Hooks
- Boundary Lines
- Lot Face Possession Hooks
- Regular
- Underwater
- Tax Lot Polygon
- Condo Number
- Tax Block Polygon



Certificate No. 311000654

NOTE:

A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provisions of the zoning lot resolution.

The City of New York requires the submission of a New York City Report when a Zoning Lot Declaration is filed for recording pursuant to Zoning Lot Resolution 12-10 of the City of New York.

THE CERTIFICATION IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS.

CHICAGO TITLE INSURANCE COMPANY

By: _____
Elliot Hurwitz
Chief Commercial Counsel

Dated: November 23, 2011

Certificate No. 311000654

UNIFORM FORM OF ACKNOWLEDGMENT

STATE OF NEW YORK) ss:

COUNTY OF NEW YORK)

On the 14th day of December, in the year 2011, before me, the undersigned, a notary public in and for said state, personally appeared Elliot Hurwitz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

LAURA J. PETERSEN
Notary Public, State of New York
No. 01PE5032766
Qualified in Suffolk County
Commission Expires October 31, 20 14