

109-111 EAST 15TH STREET and 110-112 EAST 16TH STREET

DECLARATION

Dated: August 14, 2018

Location: Block 871, Lots 10 and 74
New York County, New York

Record & Return to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004
Attn: Wesley O'Brien, Esq.

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DECLARATION made as of the 14th day of August, 2018 by EAST 16TH STREET OWNER LLC, a Delaware limited liability company having an address at c/o Tishman Realty Corporation, 100 Park Avenue, New York, New York 10017 (“Lot 74 Declarant”) and TRINITY CHRISTIAN CENTER OF SANTA ANA, INC., a 501(c)(3) tax-exempt corporation, having an address at c/o Trinity Broadcasting Network, 2442 Michelle Drive, Tustin, California 92780 (“Lot 10 Declarant” and, together with Lot 74 Declarant, collectively, “Declarants”).

WITNESSETH:

WHEREAS, Lot 74 Declarant is the owner in fee of certain real property located in the Borough of Manhattan, City, County and State of New York, which property is designated as Block 871, Lot 74 on the Tax Map of the City of New York (the “Tax Map”) and by the street address of 110-112 East 16th Street, and is more particularly described on Exhibit A-1 attached hereto (the “Development Site”);

WHEREAS, Lot 10 Declarant is the owner in fee simple of certain real property located in the Borough of Manhattan, City, County and State of New York, which property is designated as Block 871, Lot 10 on the Tax Map and by the street address 109-111 East 15th Street, and is more particularly described on Exhibit A-2 attached hereto (the “Landmark Property”) and on which is located a four-story and cellar building (the “Designated Structure”);

WHEREAS, in connection with the development of a new building on the Development Site, Declarants intend to utilize unused development rights from the Landmark Property and propose to restore the Designated Structure, which is an individual landmark;

WHEREAS, the Development Site and the Landmark Property are a single zoning lot (the “Subject Properties”);

WHEREAS, Fidelity National Title Insurance Company (the “Title Company”), a title company, has certified as of August 14, 2018, that the parties in interest listed in the certification, which is attached hereto as Exhibit B, are the only known parties in interest in the Subject Properties as of the date of such certification;

WHEREAS, pursuant to Application No. C 180263 ZSM, dated April 12, 2018 (the “Application”), Declarants have applied to the City Planning Commission of the City of New York (the “CPC”) for a special permit pursuant to Section 74-711 of the Zoning Resolution (the “Special Permit”) to modify Section 23-462(c), 23-662, 23-711 of the Zoning Resolution, with respect to height, setback and side yard regulations and the minimum distance between buildings at the Development Site to permit the construction of a new mixed-use building on the Development Site (the “Proposed Development”);

WHEREAS, pursuant to the provisions of Section 3020 of the New York City Charter and Title 25, Chapter 3 of the Administrative Code of the City of New York (the “Landmark Preservation Law”), the Landmarks Preservation Commission (the “LPC”) has designated the Designated Structure as an individual landmark;

WHEREAS, a public meeting was held on September 12, 2017 with respect to the Application, and following said public hearing the LPC voted to issue a report to the CPC as required for the special permit application, and to grant a Certificate of Appropriateness (“C of A”) which allows the alteration of the Designated Structure in accordance with Section 25-307 of the Administrative Code. A copy of the C of A is annexed hereto as Exhibit C;

WHEREAS, Section 74-711 requires, inter alia, that a program be established for continuing maintenance (the “Continuing Maintenance Program”) that will result in preservation of the Designated Structure;

WHEREAS, Declarants have agreed to certain obligations and restrictions contained in this Declaration for the protection, preservation, repair and maintenance of the Designated Structure;

WHEREAS, Declarants desire to restrict the manner in which the Subject Properties may be developed, restored and operated in order to assure the protection, preservation, repair and maintenance of the Designated Structure; and

WHEREAS, Declarants represent and warrant that there are no restrictions, liens, obligations, covenants, easements, limitations or encumbrances of any kind, the requirements of which have not been waived or subordinated, which would prevent or preclude, presently or potentially, the imposition of the restrictions, covenants, obligations, easements and agreements of this Declaration.

NOW, THEREFORE, Declarants do hereby declare and agree that the Subject Properties shall be held, sold, transferred, conveyed and occupied subject to the following restrictions, covenants, obligations, easements and agreements, all of which are for the purpose of protecting the Subject Properties, which shall inure to the benefit of the City of New York, and which shall run with the Subject Properties and bind Declarants and their heirs, successors and assigns so long as they have a right, title or interest in the Subject Properties or any part thereof.

I. DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

1.1 “Application” shall mean the application to the CPC for the Special Permit.

1.2 “Buildings Department” shall mean the New York City Department of Buildings, or any successor to the jurisdiction thereof.

1.3 “Chairperson of the CPC” shall mean the Chairperson of the CPC or any successor to the jurisdiction thereof.

1.4 “Chairperson of the LPC” shall mean the Chairperson of the Landmarks Preservation Commission of the City of New York or any successor to the jurisdiction thereof.

1.5 “City” shall mean the City of New York.

1.6 “City Council” shall mean the New York City Council or any successor to the jurisdiction thereof.

1.7 “Declarants” shall mean the Lot 74 Declarant and/or Lot 10 Declarant, and their heirs, successors and assigns including, without limitation, any owner of a condominium unit within the Development Site, except that Declarant shall not be deemed to include (i) a mortgagee of all or any portion of the Subject Properties until it succeeds to the interest or obligation of the Lot 74 Declarant or Lot 10 Declarant by purchase, assignment, foreclosure or otherwise, or (ii) a tenant of the Subject Properties, unless such tenant holds a lease to all or substantially all of the Development Site or Landmark Property.

1.8 “DCP” shall mean the New York City Department of City Planning or any successor to the jurisdiction thereof.

1.9 “Force Majeure” shall mean: strike, lockout or labor dispute(s); inability to obtain materials or reasonable substitutes therefor unless due to any act or failure to act by Declarants; acts of God; unforeseen governmental restrictions, regulations, omissions or controls; enemy or hostile government actions; civil commotion, insurrection, revolution or sabotage; fire or other casualty; inclement weather of such a nature as to make performance or completion of the Landmark Work not feasible unless due to any act or failure to act by Declarants; any damage to the Designated Premises of such a nature as to make completion of the Landmark Work not feasible; a taking of the Designated Premises, or a portion thereof, by condemnation or eminent domain; failure of a public utility to provide power, heat or light;

unusual delay in transportation; material delays by the City, State or United States Government, or any agency or instrumentality thereof, in the performance of any work or processing or approval of any applications required in order to permit Declarants to carry out their obligations pursuant to this Declaration unless due to any act or failure to act by Declarants; denial to Declarants by any owner of an enforceable interest in adjoining real property, including any private fee owner or ground lessee of adjoining real property, or any agency of the City or State having an enforceable interest in adjoining real property, including sidewalk or streets, of a right to access to such adjoining real property, if such access is required to accomplish the obligations of the Declarants pursuant to this Declaration; the pendency of a litigation not initiated by Declarants or similar proceeding which suspends or materially and adversely affects the ability of the Declarants to accomplish the obligations of the Declarants pursuant to this Declaration; or other conditions similar in character to the foregoing which are beyond the control of Declarants. No event shall constitute a Force Majeure unless Declarants comply with the procedures set forth in Sections 2.1(d)(i) and 6.2 hereof.

1.10 “Mortgagee” shall mean (a) the institutional first mortgagee of all or substantially all of the Development Site listed in Exhibit B or the Landmark Property or (b) the first mortgagee of a condominium unit within the Development Site.

1.11 “Party(ies) in Interest” shall mean any party-in-interest listed in Exhibit B and any other party-in-interest to the Subject Properties who has given written notice of its name and address to the CPC and the LPC.

1.12 “Special Permit” shall mean the special permit described in the sixth ‘Whereas’ clause.

1.13 “Zoning Resolution” shall mean the Zoning Resolution of the City of New York.

II. DEVELOPMENT, PRESERVATION, REPAIR AND MAINTENANCE OF THE DESIGNATED STRUCTURE

2.1 Certificate of Occupancy.

(a) The issuance of the Special Permit is premised on, inter alia, the performance of the construction of the following restoration work on the Designated Structure in conformity with the Certificate of Appropriateness (the “C of A”) and the requirements thereof (which restoration work shall be referred to as the “Landmark Work”):

Facade

- In-kind repair or replacement of slate on mansard roof
- Repair of dormers (cracks, chipping, etc.)
- Replace existing windows with two-over-two wood windows to match historic condition in terms of operation, profile and finish
- Repair sheet metal cornice / end brackets and replicate any missing pieces
- Clean brick masonry
- Repoint bricks / mortar at required locations
- Strip all painted masonry from base to roof to original exposed limestone
- Repair original limestone below paint
- Repair or restore the existing decorative metal grilles in front of windows, if needed (keep existing)
- Repair or restore drainage downspout
- Upgrade / replace signage boxes
- Recreate original cresting at mansard roof
- Add additional stone quoining up to the string course around the side entrances in order to reflect the original design intent while maintaining necessary ingress and egress
- Remove and replace slate on rear of the mansard roof

- Remove paint from stone coping at west end of rear mansard; clean repair and repoint stone
- Replace existing windows at the rear mansard with two-over-two wood windows to match historic condition in terms of operation, profile and finish
- Provide new sheet metal cladding at the rear dormers to match the original

Entrance

- Replace existing door with wood door to match historic condition
- Replace door transom with wood-frame transom to better match historic condition
- Replace two exterior lamps with ones more appropriate to the period
- Replace existing canopy to align with new doors; replace canopy cladding
- Replace existing at-grade side doors with wood paneled doors that are compatible with historic central entrance door
- Replace sign boxes adjacent to central entrance doors with brass signage.

Other

- Secure envelope of building from water intrusions

(b) Lot 74 Declarant shall give written notice to the Chair of the LPC seven (7) days prior to applying to the Buildings Department for a temporary certificate of occupancy (“TCO”) or permanent certificate of occupancy (“PCO”) for the Proposed Development. No TCO or PCO for the Proposed Development shall be granted by the Buildings Department or accepted by the Lot 74 Declarant until the Chairperson of the LPC shall have given written notice to the Buildings Department that the Landmark Work has been satisfactorily completed or the Chairperson of the LPC has certified in writing, as provided in Section 2.1(d) hereof, that (i) a Force Majeure has occurred and (ii) the Chairperson of the LPC has no objection to the issuance of a TCO or PCO for, as appropriate, all or part of the Development Site. The

Chairperson of the LPC shall issue said notice reasonably promptly after Lot 74 Declarant has made written request to the Chairperson of the LPC and has provided documentation to support such request, and the Chairperson of the LPC shall in all events endeavor to issue such written notice to the Buildings Department, or inform Lot 74 Declarant in writing of the reason for not issuing said notice, within twenty-one (21) calendar days after Lot 74 Declarant has requested such written notice. Upon receipt of the written notice from the Chairperson of the LPC that (x) the Landmark Work has been satisfactorily completed or (y) the Chairperson of the LPC has certified that a Force Majeure has occurred and that the Chairperson of the LPC has no objection to the issuance of a TCO or PCO, the Buildings Department may grant, and Lot 74 Declarant may accept, a TCO or PCO for the Proposed Development.

(c) Lot 10 Declarant shall permit inspection of the Designated Structure by the Chairperson of the LPC and representatives designated by the Chairperson of the LPC in connection with the notice described in Section 2.1(b) hereof.

(d) Upon application by Lot 74 Declarant, notwithstanding anything contained in any other provision of this Declaration, the Chairperson of the LPC, in the exercise of his or her reasonable judgment, may certify that the performance or completion of the Landmark Work is delayed due to a Force Majeure as provided in paragraph (i) below.

(i) In the event that Declarants reasonably believe that full performance of their obligations to complete the Landmark Work has been delayed as a result of a Force Majeure, Declarants shall so notify the Chairperson of the LPC as soon as Declarants learn of such circumstances. Declarants' written notice shall include a description of the condition or event, its cause (if known to Declarants), its probable duration, and in Declarants' reasonable judgment, the impact it is reasonably anticipated to have on the completion of the

Landmark Work. The Chairperson of the LPC shall, within twenty-one (21) calendar days of its receipt of Declarants' written notice, (A) certify in writing that a Force Majeure has occurred, including a determination of the expected duration of such delay (the "Delay Notice"), and grant Declarants appropriate relief for such delay, including certifying in writing to the Buildings Department that the Chairperson of the LPC has no objection to the issuance of a TCO or PCO for, as appropriate, all or part of the Proposed Development, or (B) notify Declarants that the Chairperson does not reasonably believe a Force Majeure has occurred. With respect to any claim that a Force Majeure has delayed the Declarants' performance or completion of the Landmark Work, the LPC may require that Declarants post a bond or other security in a form and amount acceptable to the Chairperson of the LPC in order to ensure that the Landmark Work is completed. Such alternative security could include, without limitation, alternative or additional conditions on the issuance of any PCO or TCO. Any delay caused as the result of a Force Majeure shall be deemed to continue only as long as Declarants shall be using reasonable efforts to minimize the effects thereof. Upon cessation of the events causing such delay, Declarants shall promptly recommence the Landmark Work.

(e) Notwithstanding anything else to the contrary contained herein, this Declaration shall not be deemed to prohibit or restrict Declarants from (i) applying for or receiving a TCO or a PCO for any floor area in the Designated Structure or (ii) obtaining permits or building notices from the Buildings Department to perform work, including tenant work, in the Subject Properties prior to the completion of the Landmark Work; or entering into agreements affecting all or any portions of the space in the Subject Properties prior to completion of the Landmark Work.

2.2 Preservation Repair and Maintenance. Lot 10 Declarant hereby covenants and

agrees to preserve, repair and maintain the Designated Structure in sound first-class condition, at its own cost and expense, in accordance with this Declaration, the C of A and the Landmarks Preservation Law. It is understood that certain obligations and duties set forth in this Declaration are above and beyond the requirements of the Landmarks Preservation Law and do not in any way diminish Lot 10 Declarant's obligation and responsibility to comply with all provisions of the Landmarks Preservation Law.

2.3 Continuing Maintenance Program. Lot 10 Declarant shall comply with the obligations and restrictions of the continuing maintenance program (the "Continuing Maintenance Program") as set forth below:

(a) Periodic Inspections. Lot 10 Declarant shall establish and carry out a cyclical inspection and maintenance program for the Designated Structure which shall include, without limitation, the following:

(i) At Lot 10 Declarant's expense, an inspection (the "Periodic Inspection") shall be made every five years, on or within two weeks of the anniversary of the issuance by the LPC of the Notice of Compliance pursuant to the C of A, and thereafter, shall be made on or within every five years from the date of such initial inspection. In the event that Lot 74 Declarant has accepted a TCO or a PCO for all or part of the Proposed Development without Declarants having first received the Notice of Compliance, the first periodic inspection shall be made on or within the fifth anniversary date of the issuance of such TCO or PCO and every five years thereafter. The Periodic Inspection shall be done by a preservation architect, engineer or other qualified person knowledgeable about the preservation of historic structures (the "Preservation Architect") selected by Lot 10 Declarant from a list prepared by Lot 10 Declarant and approved by the Chairperson of the LPC as to their credentials, which approval shall not be

unreasonably withheld or delayed. Lot 10 Declarant shall update such listing upon the request of the Chairperson of the LPC. In addition, Lot 10 Declarant may periodically supplement the list of Preservation Architects, subject to the approval of the Chairperson of the LPC as to their credentials. The Preservation Architect shall make a thorough inspection of the exterior of the Designated Structure and those portions of the interior, as well as those portions of the mechanical systems that are accessible to and under the control of building management, which, if not properly maintained, could affect the condition of the exterior. The Periodic Inspection shall include (but not be limited to) the following portions of the Designated Structure: the front façade; the slate mansard roof at the front and rear of the building; metal cresting and cornice; front and rear dormers; exterior windows; sheet metal cornices; window glazing and caulking; masonry and pointing; limestone base; decorative metal grills; flashing and drain spouts; signage boxes; stone quoins surrounding side entrances; doors and transoms; entrance canopy; and exterior lamps.

(ii) The Preservation Architect shall, at the expense of Lot 10 Declarant, submit a report on each Periodic Inspection (the “Periodic Report”) to Lot 10 Declarant and the LPC within forty-five (45) days after each Periodic Inspection. The Periodic Report shall outline the existing conditions of the Designated Structure and detail the work which should be performed in order to maintain the Designated Structure, including all architectural features and elements, in a sound first-class condition, including but not limited to caulking, painting, cleaning, repair of architectural features and elements, checking for rust and repointing of masonry.

(iii) Submission of Local Law 10 & 11 Facade Inspection Report. If the Designated Structure is subject to the Facade Inspection Report requirements of Title 1

RCNY §32-03 et seq., a copy of any such Facade Inspection Report that is submitted to the Buildings Department, shall also be provided at the same time to LPC. In the event that the Designated Structure is found to be unsafe pursuant to such inspection, Lot 10 Declarant shall notify LPC simultaneously with the Buildings Department, pursuant to Title 1 RCNY §32-03(b)(2)(vii).

(iv) Except as set forth below, Lot 10 Declarant shall perform all work which a Periodic Report, Facade Inspection Report or Emergency Incident Report (as defined below) identifies as necessary to maintain the Designated Structure, including architectural features and elements, in sound first-class condition. No work shall be performed except pursuant to a permit from the LPC if a permit is required under the Landmarks Preservation Law. If the LPC determines that a specific item of work or method of work as set forth in a Periodic Report, Facade Inspection Report or Emergency Incident Report would be inappropriate or inadequate, the determination of the LPC shall control and Lot 10 Declarant need not and shall not have such specific item performed. Lot 10 Declarant shall have the right to contest in a hearing before the LPC any work called for in a Periodic Report or Emergency Incident Report. Lot 10 Declarant's obligation to perform such contested work or to perform it by a method acceptable to the LPC shall be stayed pending a decision in any such proceeding at the LPC. Lot 10 Declarant shall proceed with all work which is uncontested during the stay pursuant to a permit.

(v) Unless Lot 10 Declarant has notified the LPC in writing that it contests any work as set forth in the preceding paragraph, Lot 10 Declarant shall apply for all necessary permits or certificates from the LPC within forty-five (45) days of receiving the completed report from the Preservation Architect. Lot 10 Declarant shall use its best efforts to

assure that all repairs, rehabilitation, repointing and restoration work detailed in the Periodic Report or Emergency Incident Report shall be completed at the earliest possible date, but no later than within nine (9) months of the date of issue of the certificate or permit from the LPC, or, if no such certificate or permit is required, within nine (9) months of the date of the Periodic Report or Emergency Incident Report. If for reasons beyond Lot 10 Declarant's control, as determined by the Chairperson of the LPC, such work cannot be completed within nine (9) months, Lot 10 Declarant shall apply to the LPC for an extension of time within which to complete such work. Such extensions shall be for a stated additional period of time to be related to the period of delay and shall not be unreasonably withheld.

(b) Emergency Protection Program. Lot 10 Declarant shall establish and be prepared to carry out an emergency protection program for the Designated Structure which shall include at the minimum, the following:

(i) If a fire, the elements or any other cause whatsoever damages or destroys the Designated Structure or any part thereof (the "Emergency Incident"), Lot 10 Declarant shall use all reasonable means to save, protect and preserve the Designated Structure at the time of and following the Emergency Incident, including, but not limited to, acting with an approval from the Chairperson of the LPC or his or her designated representatives to stabilize and prevent further damage to or deterioration of the structure, and to secure the Landmark Property from unauthorized access. Lot 10 Declarant shall not remove from the Landmark Property any debris consisting of exterior features of the Designated Structure without an approval from the Chairperson of the LPC or his or her designated representative. Unless necessitated as a safety precaution as ordered by the Departments of Buildings, Health, Fire or Police, or as an action taken in response to a life-threatening situation, Lot 10 Declarant shall not

remove any other debris or otherwise clear the Landmark Property without the approval of the LPC or its Chairperson.

(ii) Lot 10 Declarant shall give immediate written notice of such Emergency Incident to the LPC. Lot 10 Declarant shall also give timely notice to the LPC of the time or times when the New York City Departments of Buildings, Health and Fire will inspect the Landmark Property following the Emergency Incident, in order that the LPC may have a representative present during such inspections.

(iii) Within sixty (60) days of such Emergency Incident, a Preservation Architect shall, at the expense of Lot 10 Declarant, make a thorough inspection of the Designated Structure and submit a report (an “Emergency Incident Report”) to Lot 10 Declarant and to the LPC outlining the condition of the structure, assessing the extent of damage, and recommending (A) work, if any, which must be undertaken immediately, upon receipt of proper permits, in order to stabilize and prevent further damage to the Designated Structure, and (B) work that should be performed to repair and restore the Designated Structure to a sound, first-class condition or, alternatively to (A) and (B), that Lot 10 Declarant make an application to the LPC for permission to demolish the remaining portions of the Designated Structure.

(iv) With regard to the work to be performed pursuant to subparagraph (iii)(A), Lot 10 Declarant shall immediately upon receipt of the Emergency Incident Report request and vigorously pursue all necessary permits and upon their issuance, shall undertake all such work with alacrity. If no permits are required, work shall be undertaken as soon as possible after receipt of the Emergency Incident Report. With regard to the work to be performed pursuant to subparagraph (iii)(B), within ninety (90) days of receiving the report of the Preservation Architect, Lot 10 Declarant shall apply for all necessary permits and certificates

from the LPC to repair and restore or to demolish. No work on the exterior of the Designated Structure, and no work on the interior of the Designated Structure which would affect the exterior or which would require the issuance of a permit from the Buildings Department shall be performed except pursuant to a permit from the LPC. If the LPC determines that a recommendation to demolish or to perform a specific item of work or method of work set forth in the report would be inappropriate, using the criteria set forth in the Landmarks Preservation Law, the determination of the LPC shall control and Lot 10 Declarant shall not have such specific work performed or be entitled to have the Designated Structure demolished unless Lot 10 Declarant is obligated to perform such work or demolish the structure in accordance with an “Unsafe Building Notice” issued by the Buildings Department. All repair, restoration, rehabilitation, repointing and other work provided for in a certificate or permit shall be completed within nine (9) months of the date of issue of such certificate or permit by the LPC. If such work cannot be completed within nine months for reasons beyond Lot 10 Declarant’s control, as determined by the Chairperson of the LPC, Lot 10 Declarant shall apply in writing to the LPC for an extension of time within which to complete such work. Such extensions shall be for a stated additional period of time which is related to the period of the delay and shall not be unreasonably withheld.

(c) Access to Designated Structure. Lot 10 Declarant agrees to provide access to the Designated Structure to the LPC and its designated representatives at reasonable times and upon reasonable written notice, except in cases of emergency, in which event the LPC or its representatives shall have access, if feasible, immediately and without notice, in order to insure that the preservation, repair and maintenance of the Designated Structure is carried out in accordance with this Declaration.

(d) Failure to Perform. In the event that the preservation, repair or maintenance of the Designated Structure is not performed in accordance with the provisions of this Article, the LPC shall give written notice of such failure to perform to the Lot 10 Declarant. In the event that Lot 10 Declarant, its successors or assigns, fail after sixty (60) days from receipt of written notice from the LPC to perform or shall commence to perform but fail diligently to prosecute to completion, any such repair and/or maintenance, or any obligations of Lot 10 Declarant set forth in this Declaration, the City may perform all of the necessary work at the sole cost and expense of the Lot 10 Declarant and shall have the right to enter onto the Designated Premises and to charge Lot 10 Declarant for all the actual cost of such work, together with actual administrative and legal fees incurred in the collection thereof. Such actual costs shall include, but not be limited to, payments by the City to any lawyers, consultants, contractors, painters, engineers, architects and skilled artisans required to be hired to perform or supervise such work. To the extent such actual costs are expended by the City, the LPC shall have a lien on the Landmark Property as if a lien had been filed, perfected and enforced for materials and labor under Article 2 of the Lien Law of the State of New York. Notwithstanding the foregoing, in the event that the Designated Structure is converted to a condominium, Lot 10 Declarant's right to notice and cure provided in this subsection shall apply only to the condominium board and to any owner of space occupied by retail uses in the Designated Structure; provided that the LPC has received notice by said parties in accordance with Section 6.2.

III. CONDOMINIUM BOARD

3.1 These provisions shall apply if a condominium is established at all or part of the Subject Properties in accordance with the New York State Real Property Law. After the establishment of a condominium, its condominium board (the "Board") shall have the responsibility to carry out all of Lot 10 Declarant's obligations or Lot 74 Declarant's obligations,

as applicable, and the authority to exercise all of Lot 10 Declarant's rights or Lot 74 Declarant's Rights, as applicable, under this Declaration.

3.2 The Board shall require that each owner of a condominium unit (the "Unit Owner") appoint the Board as his Attorney-in-Fact with respect to modification, amendment or cancellation of the Declaration.

3.3 Every deed conveying title to, or a partial interest in, the condominium and every lease of all or substantially all of the condominium shall contain a recital that the grantee is bound by the terms of the condominium declaration and by-laws which shall incorporate an obligation by the Board to comply with the provisions of Article 3 of this Declaration.

IV. EFFECT AND ENFORCEMENT

4.1 Effective Date.

(a) This Declaration shall have no force and effect unless and until the occurrence of one of the following, to be referred to as the "Effective Date": (a) the expiration of 21 days after the Special Permit has been approved if no review is undertaken by the City Council pursuant to Section 197-d of the New York City Charter or (b) final approval of the Special Permit pursuant to Section 197-d of the New York City Charter. The Declaration shall become immediately effective upon the Effective Date. If, before the Effective Date, Declarants request or cause the application for the Special Permit to be withdrawn or abandoned, or if final action has been taken having the effect of denying the Special Permit, then, upon notice to CPC and LPC, this Declaration shall not become effective, shall be automatically canceled and shall be of no force and effect.

(b) If the Special Permit is at any time declared invalid or is otherwise voided by final judgment of any court of competent jurisdiction from which no appeal can be taken or for which no appeal has been taken within the applicable statutory period provided for such

appeal, then, upon entry of said judgment or the expiration of the applicable statutory period for such appeal, as the case may be, this Declaration shall be automatically canceled without further action by Declarants and shall be of no further force or effect and the CPC shall, if requested by Declarants, provide Declarants with a letter in recordable form stating that the Declaration has been so canceled and is of no further force and effect.

4.2 Filing and Recordation. Declarants shall file and record at their sole cost and expense this Declaration in the Register's Office, indexing it against the Subject Properties, immediately upon the Effective Date. Declarants shall promptly deliver to the CPC and the LPC duplicate executed originals, promptly following the Effective Date and, following recordation, a true copy of this Declaration as recorded, as certified by the Register. If Declarants fail to so record this Declaration, the City may record this Declaration, at the sole cost and expense of Declarants, who shall promptly pay to the City such costs together with fees for purchase of a reasonable number of certified copies of the recorded Declaration.

4.3 Additional Remedies. Declarants acknowledge that the City is an interested party to this Declaration, and consents to enforcement by the City, administratively or at law or equity, of the restrictions, covenants, easements, obligations and agreements contained herein. Declarants also acknowledge that the remedies set forth in this Declaration are not exclusive, and that the City and any agency thereof may pursue other remedies not specifically set forth herein including, but not limited to, the seeking of a mandatory injunction compelling Declarants, their heirs, successors or assigns, to comply with any provision, whether major or minor, of this Declaration.

4.4 Notice and Cure.

(a) Before any agency, department, commission or other subdivision of the City institutes any proceeding or proceedings to enforce the terms or conditions of this Declaration because of any violation hereof, it shall give Declarants forty-five (45) days written notice of such alleged violation, during which period Declarants shall have the opportunity to effect a cure of such alleged violation. If Declarants commence to effect a cure during such forty-five (45) day period and proceed diligently towards the effectuation of such cure, the aforesaid forty-five (45) day period shall be extended for so long as Declarants continue to proceed diligently with the effectuation of such cure. In the event that title to the Subject Properties, or any part thereof, shall become vested in more than one party, the right to notice and cure provided in this subsection shall apply equally to all parties with a fee interest in the Subject Properties, or any part thereof, including ground lessees; provided the LPC has received notice by said parties in accordance with Section 6.2. Notwithstanding the foregoing, the right to notice and cure provided in this subsection shall apply only to the condominium board, provided that the LPC has received notice by said parties in accordance with Section 6.2.

(b) If after due notice as set forth in this Section 4.4, Declarants fail to cure such alleged violations, the City may exercise any and all of its rights, including those delineated in this Section, and may disapprove any amendment, modification or cancellation of this Declaration on the sole grounds that Declarants are in default of any material obligation under this Declaration.

4.5 Acknowledgement of Covenants. Declarants acknowledge that the restrictions, covenants, easements, obligations and agreements in this Declaration, which are an integral part of the Special Permit, will protect the value and desirability of the Subject Properties as well as benefit the City and all property owners within a one-half mile radius of the Subject Properties.

Those restrictions, covenants, easements, obligations and agreements shall be covenants running with the land, and shall bind Declarants and their successors, legal representatives and assigns.

4.6 No Other Enforceable Restrictions. Declarants represent and warrant that there are no enforceable restrictions of record on the use of the Subject Properties, nor any present or presently existing future estate or interests in the Subject Properties, nor any lien, obligation, enforceable covenant, limitation or encumbrance of any kind which precludes, directly or indirectly, imposition on the Subject Properties of the restrictions, covenants, easements and obligations of this Declaration.

4.7 Governance. This Declaration shall be governed by and construed in accordance with the laws of the State of New York.

4.8 Severability. In the event that any provision of this Declaration shall be deemed, decreed, adjudged or determined to be invalid or unlawful by a court of competent jurisdiction and the judgment of such court shall be upheld on final appeal, or the time for further review of such judgment on appeal or by other proceeding has lapsed, such provision shall be severable, and the remainder of this Declaration shall continue to be of full force and effect.

4.9 Applicability to Other City Agencies. Declarants covenant to include a copy of this Declaration as part of any application submitted to the LPC, CPC, Buildings Department, Board of Standards and Appeals (“BSA”) or any agency succeeding to their respective jurisdictions. The restrictions and obligations contained herein are a condition of any permit or Certificate of Occupancy to be issued by the Buildings Department and Declarants will take all reasonable steps to ensure that this Declaration is referenced in the Certificate of Occupancy. Failure to carry out such obligation beyond any applicable grace period shall constitute sufficient cause for the Commissioner of the Buildings Department to revoke any building permit issued

for the Proposed Development or to apply to the BSA or to a court of competent jurisdiction for revocation of the Certificate of Occupancy or any permit issued by the Buildings Department.

4.10 Limitation of Liability.

(a) Declarants shall be liable in the performance of any term, provision or covenant in this Declaration, subject to the following sentences and subject to Section 4.12 below. Notwithstanding anything to the contrary contained in this Declaration, the City and any other party or person relying on this Declaration will look solely to the fee estate and interest of Declarants in the Subject Properties, on an in rem basis only, for the collection of any money judgment recovered against Declarants, and no other property of Declarants 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, and Declarants shall have no personal liability under this Declaration. The liability of any Unit Owner under this Declaration shall be limited to the amount of such Unit Owner's prorated share, based on such Unit Owner's interest in the common elements of the Condominium, of the costs of compliance with this Declaration. For the purposes of this Section 4.10, "Declarant" shall mean "Declarant" as defined in Article I hereof, as well as any principals, disclosed or undisclosed, partners, affiliates, officers, employees, shareholders or directors of Declarants.

(b) The restrictions, covenants and agreements set forth in this Declaration shall be binding upon a Declarant and any successor-in-interest only for the period during which a Declarant and any successor-in-interest is the holder of a fee interest in or is a party-in-interest of the Subject Properties and only to the extent of such fee interest or the interest rendering such party a party-in-interest. At such time as a named Declarant has no further fee interest in the Subject Properties and is no longer a party-in-interest of the Subject Properties, such party's

obligations and liability with respect to this Declaration shall wholly cease and terminate from and after the conveyance of such party's interest and such party's successors-in-interest in the Subject Properties by acceptance of such conveyance automatically shall be deemed to assume such party's obligations and liabilities hereunder to the extent of such successor-in-interest's interest.

4.11 Subordination. Declarants shall cause every individual, business organization or other entity that between the date hereof and the date of recordation of this Declaration becomes a Party-in-Interest to the Subject Properties, to execute this Declaration or to subordinate such interest to this Declaration and waive its right to execution. Any mortgage or other lien encumbering the Subject Properties after the recording date of this Declaration shall be subject and subordinate hereto.

4.12 Right to Convey. Nothing contained herein shall be construed as requiring the consent of the CPC, the LPC, the City, any agency thereof or any other person or entity to any sale, transfer, conveyance, mortgage, lease or assignment of any interest in the Subject Properties.

V. AMENDMENTS, MODIFICATIONS AND CANCELLATIONS

5.1 Amendment or Cancellation. Except as provided in paragraph 4.1 above, this Declaration may be amended or canceled only upon application to LPC on behalf of Declarants and only with the express written approval of the CPC and of the City Council, but only in the event that the City Council reviewed the Special Permit pursuant to Section 197-d, and no other approval or consent shall be required from any public body, private person or legal entity of any kind; provided, however, that no such approval shall be required in the case of any cancellation pursuant to paragraph 5.4.

5.2 Minor Modification. The Chairperson of the LPC and the Chairperson of the CPC may, by express written consent, administratively approve modifications to the Declaration that the CPC has determined to be minor. Such minor modifications shall not be deemed amendments requiring the approval of the CPC, the LPC, the City Council or any other agency or department of the City of New York.

5.3 Recoding and Filing. Any modification, amendment or cancellation of this Declaration, except pursuant to paragraph 5.4, shall be executed and recorded in the same manner as this Declaration. Following any modification, amendment or cancellation, Declarants shall immediately record it and provide one executed and certified true copy thereof to each of the CPC and the LPC and upon failure to so record, permit its recording by the CPC or the LPC at the cost and expense of Declarants.

5.4 Surrender or Nullification. In the event that Declarants do not use the Development Site pursuant to the Special Permit, Declarants may surrender the Special Permit to the CPC and proceed with any use permitted by the Zoning Resolution and in accordance with the Landmarks Preservation Law as if such Special Permit had not been granted. This Declaration shall be rendered null and void upon recordation of an instrument filed by Declarants discharging it of record, with copies to LPC and CPC, the recordation of which instrument shall constitute a waiver of the right to use the Subject Properties pursuant to the Special Permit.

VI. MISCELLANEOUS

6.1 Exhibits. Any and all exhibits, appendices or attachments referred to herein are hereby incorporated fully and made an integral part of this Declaration by reference.

6.2 Notices. All notices, demands, requests, consents, waivers, approvals and other communications which may be or are permitted, desirable or required to be given, served or deemed to have been given or sent hereunder shall be in writing and shall be sent: if intended for

Lot 10 Declarant, at Trinity Christian Center of Santa Ana, Inc., c/o Trinity Broadcasting Network, Special Operations Group, 2442 Michelle Drive, Tustin, California, 92780; if intended for Lot 74 Declarant, at East 16th Street Owner LLC, c/o Tishman Realty Corporation, 100 Park Avenue, New York, New York 10007, and for so long as Wells Fargo Bank, National Association remains a Party-in-Interest to the Development Site, with copies to (i) Wells Fargo Bank, National Association, Wells Fargo Center, 1901 Harrison Street, 2nd Floor, MAC A0227-020, Oakland, California 94612, Att: Commercial Mortgage Servicing, and (ii) Alston & Bird LLP, 90 Park Avenue, New York, New York 10016, Att: Ellen M. Goodwin, Esq.; if intended for the CPC, to the CPC at 120 Broadway, 31st Floor, New York, New York 10271 (or then-official address), Att: Chairperson; if intended for the LPC, to the LPC at 1 Centre Street, 9th Floor, Municipal Building, New York, NY 10007 (or then-official address), Att: Chairperson; and, if intended for the City Council, to the City Council at the Office of the Speaker, City Council, City Hall, New York, New York 10007. Declarants, or their representatives, by notice given as provided in this paragraph 6.2, may change any address for the purposes of this Declaration. Each notice, demand, request, consent, approval or other communication shall be either sent by registered or certified mail, postage prepaid, or delivered by hand, and shall be deemed sufficiently given, served or sent for all purposes hereunder five (5) business days after it shall be mailed, or, if delivered by hand, when actually received.

6.3 Indemnification. Provided that Declarants are found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Declaration after having received written notice of such default and opportunity to cure as provided above, and such finding is upheld on final appeal, or the time for further review of such finding on appeal or by other proceeding has lapsed, Declarants shall indemnify and hold harmless the City

from and against all of its reasonable legal and administrative expenses arising out of or in connection with the City's enforcement of Declarants' obligations under this Declaration.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Declarants have executed this Declaration as of the day and year first above written.

LOT 74 DECLARANT

EAST 16TH STREET OWNER LLC,
a Delaware limited liability company

By: East 16th Street Mezz LLC,
a Delaware limited liability company,
its sole member

By: East 16th Street Associates LLC,
a Delaware limited liability company,
its sole member

By: East 16th Street Investors LLC,
a Delaware limited liability company,
its sole member

By: TRP Asset LLC,
a Delaware limited liability
company, its sole member

By: 
Name: **Gary Buscemi**
Title: **Executive Vice President**

LOT 10 DECLARANT

**TRINITY CHRISTIAN CENTER OF SANTA ANA,
INC.**

By: _____
Name:
Title:

STATE OF NY)
) ss.:
COUNTY OF NY)

On the 13th day of August, 2018, before me, the undersigned, personally appeared GARY Buxemi, 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.

DLR
Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

DELIA R. ROSA-LEWIS
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01R06354723
Qualified in New York County
Commission Expires February 21, 2021

On the ____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, Declarants have executed this Declaration as of the
day and year first above written.

LOT 74 DECLARANT

EAST 16TH STREET OWNER LLC,
a Delaware limited liability company

By: East 16th Street Mezz LLC,
a Delaware limited liability company,
its sole member

By: East 16th Street Associates LLC,
a Delaware limited liability company,
its sole member

By: East 16th Street Investors LLC,
a Delaware limited liability company,
its sole member

By: TRP Asset LLC,
a Delaware limited liability
company, its sole member

By: _____
Name:
Title:

LOT 10 DECLARANT

**TRINITY CHRISTIAN CENTER OF SANTA ANA,
INC.**

By: 
Name: **J.B. Casonia**
Title: **Assistant Secretary**

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

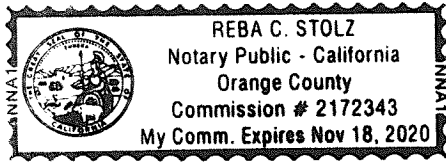
~~_____
Signature of Document Signer No. 1~~

~~_____
Signature of Document Signer No. 2 (if any)~~

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me
on this 10th day of August, 2018,
by John B. Casoria
(1) _____
(and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature Reba C. Stolz
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Restrictive Declaration lot 10 Document Date: August 2018
 Number of Pages: 42 Signer(s) Other Than Named Above: NONE

SCHEDULE OF EXHIBITS

<u>Exhibit A-1</u>	Metes and Bounds Description of the Development Site
<u>Exhibit A-2</u>	Metes and Bounds Description of the Landmark Property
<u>Exhibit B</u>	Parties in Interest Certification
<u>Exhibit C</u>	The C of A

Exhibit A-1

Metes and Bounds Description of the of the Development Site (Block 871, Lot 74)

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 East 16th Street, distant 204 feet easterly from the corner formed by the intersection of the southerly side of East 16th Street and the easterly side of Union Square East;

RUNNING THENCE southerly parallel with Union East and part of the way through a party wall, 103 feet 3 inches to the center line of the block;

THENCE easterly along the center line of the block, 64 feet 6 inches;

THENCE Northerly parallel with Union Square East and part of the way through a party wall, 103 feet 3 inches to the southerly side of East 16th Street; and

THENCE westerly along the southerly side of East 16th Street, 64 feet 6 inches to the point or place of BEGINNING.

Exhibit A-2

Metes and Bounds Description of the of the Landmark Property (Block 871, Lot 10)

ALL that certain piece or parcel of land, situate, lying and being in the Borough of Manhattan, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Northerly side of 15th Street distant 200 feet easterly from the northeasterly comer of 4th Avenue and 15th Street;

RUNNING THENCE northerly and parallel to 4th Avenue, 103 feet 3 inches to the center line of the block;

THENCE Easterly along said center line of the Block, 50 feet;

THENCE Southerly and parallel to 4th Avenue, 103 feet 3 inches to the northerly line of 15th Street;

THENCE westerly along said Northerly line of 15th Street 50 feet to the point or place of BEGINNING.

Exhibit B

Parties in Interest Certification

[See Attached]

18-7406-52543-NYM

EXHIBIT II

**CERTIFICATION PURSUANT TO ZONING LOT
SUBDIVISION (D) OF SECTION 12-10
OF THE ZONING RESOLUTION OF DECEMBER 15, 1961
OF THE CITY OF NEW YORK - AS AMENDED
EFFECTIVE AUGUST 18, 1977**

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Title Insurance Company licensed to do business in the State of New York and having its principal office at 485 Lexington Avenue, New York, New York 10017 hereby certifies to that as to the land hereinafter 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 consisting of a party as defined in Section 12-10, subdivision (d) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

<u>NAME:</u>	<u>NATURE OF INTEREST</u>
1. East 16 th Street Owner LLC c/o Tishman Realty Partners LLC 100 Park Avenue New York, NY 10017	Fee Owner of Lot 74 CRFN 2015000111847 With the benefit of Transfer Development Rights, Zoning Lot Development Agreement, CRFN 2015000404524
2. Trinity Christian Center of Santa Ana, Inc. 2442 Michelle Drive Santa Ana, CA 92780	Fee Owner of Lot 10 CRFN 2006000458743
3. Wells Fargo Bank, National Association Wells Fargo Center 1901 Harrison Street 2 nd Floor Oakland, CA 94612	Mortgagee of Lot 74 CRFN 2015000111848 Waiver of Execution and Consent and Subordination to Zoning Lot Development Agreement, CRFN 2017000410016

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is known as Tax Lot Numbers 10 and 74 in Block 871 on the Tax Map of the City of New York, New York County and more particularly described as follows:

Lot 10:

ALL that certain piece or parcel of land, situate, lying and being in the Borough of Manhattan, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Northerly side of 15th Street distant 200 feet easterly from the northeasterly corner of 4th Avenue and 15th Street;

RUNNING THENCE northerly and parallel to 4th Avenue, 103 feet 3 inches to the center line of the block;

THENCE Easterly along said center line of the Block, 50 feet;

THENCE Southerly and parallel to 4th Avenue, 103 feet 3 inches to the northerly line of 15th Street;

THENCE westerly along said Northerly line of 15th Street 50 feet to the point or place of BEGINNING.

Lot 74:

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 East 16th Street, distant 204 feet easterly from the corner formed by the intersection of the southerly side of East 16th Street and the easterly side of Union Square East;

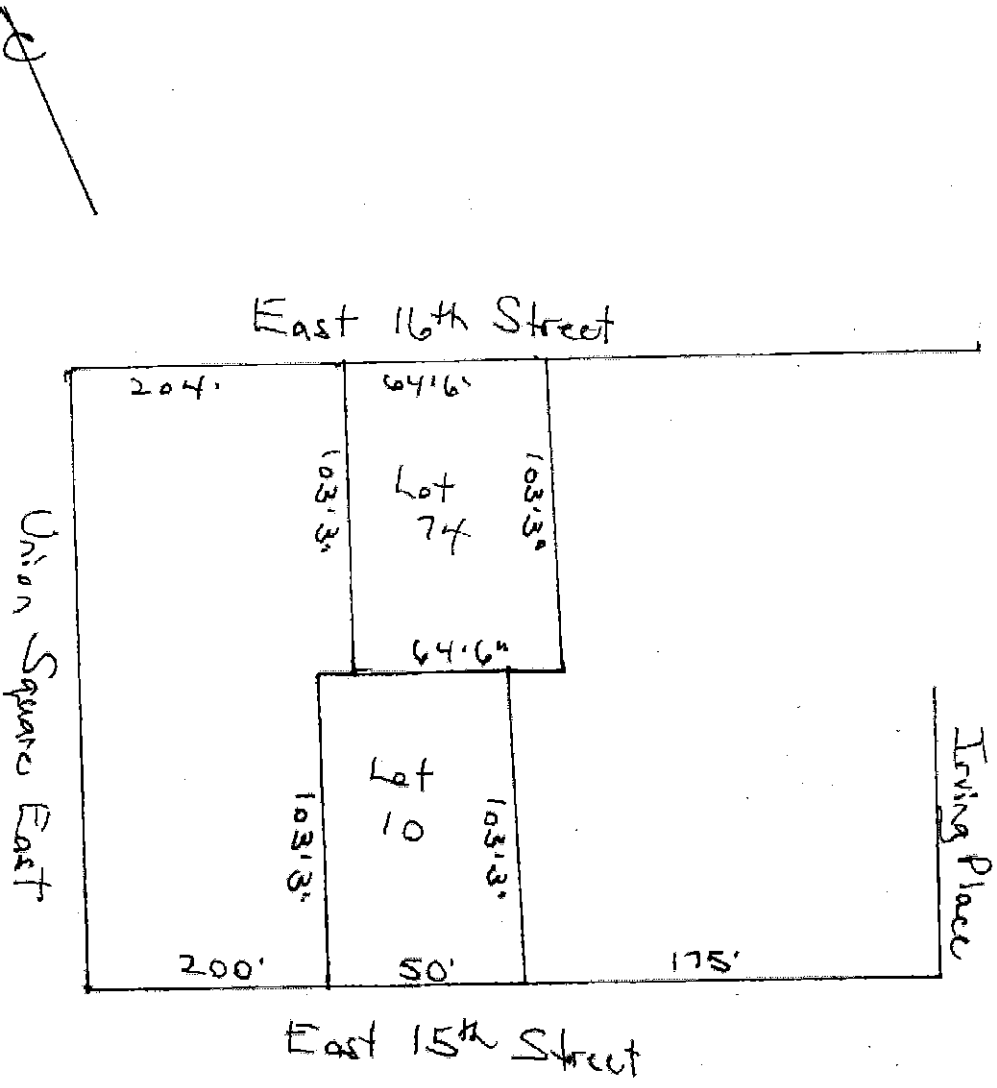
RUNNING THENCE southerly parallel with Union East and part of the way through a party wall, 103 feet 3 inches to the center line of the block;

THENCE easterly along the center line of the block, 64 feet 6 inches;

THENCE Northerly parallel with Union Square East and part of the way through a party wall, 103 feet 3 inches to the southerly side of East 16th Street; and

THENCE westerly along the southerly side of East 16th Street, 64 feet 6 inches to the point or place of BEGINNING.

That the said premises are known as and by street addresses 110 East 16th Street, New York, NY (Lot 74) and 111 East 15th Street, New York, NY (Lot 10) as shown on the following diagram:



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.

Note: This is a Preliminary Zoning Lot Certification which has been prepared prior to the execution and recording of the necessary Declaration, Waivers, or Zoning Lot Description and Ownership Statement. Upon execution and recording of same, a Final Zoning Lot Certification will be prepared.

THIS CERTIFICATE IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND (\$1,000.00) DOLLARS.

Dated: August 14, 2018

FIDELITY NATIONAL TITLE
INSURANCE COMPANY

BY: _____



Larry Boes, Esq.
Vice President and Senior Underwriter

STATE OF NEW YORK) M
) SS:
COUNTY OF NEW YORK) M

On the 14th day of August, before me, the undersigned, personally came Larry Boes personally known to me or proved to me 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.



LAUREN AMANDA KANE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KA8359396
Qualified in Queens County
My Commission Expires 05-30-2021

Exhibit C

The C of A

[See Attached]



THE NEW YORK CITY LANDMARKS PRESERVATION COMMISSION
 1 CENTRE STREET 9TH FLOOR NORTH NEW YORK NY 10007
 TEL: 212 669-7700 FAX: 212 669-7780



PERMIT

CERTIFICATE OF APPROPRIATENESS

ISSUE DATE: 01/22/18	EXPIRATION DATE: 9/12/2023	DOCKET #: LPC-19-13478	COFA COFA-19-13478
ADDRESS: 109-111 EAST 15TH STREET		BOROUGH: Manhattan	BLOCK/LOT: 871 / 10
(Former) Century Association Building, Individual Landmark			

Display This Permit While Work Is In Progress

ISSUED TO:

John B. Casoria
Trinity Christian Center of Santa Ana, Inc.
2442 Michelle Drive
Tustin, CA 92780

Pursuant to Section 25-307 of the Administrative Code of the City of New York, the Landmarks Preservation Commission, at the Public Meeting of September 12, 2017, following the Public Hearing and Public Meeting of July 18, 2017, voted to grant a Certificate of Appropriateness for the proposed work at the subject premises, as put forward in your application completed on June 22, 2017. The approval will expire on September 12, 2023.

The proposed work, as approved, consists of exterior work at the East 15th Street facade, including removing non-historic entrance infill at the center bay, and installing new entrance infill, featuring paneled wood and and glass entry doors, spandrel, and transom, all with black painted finish; replacing signage boxes at both sides of the center bay; modifying the side entrance surrounds by installing stone quoins, and removing and replacing infill at the side entrances, featuring paneled wood and glass doors with black painted finish and integrated wrought iron grilles; and restorative work at the rear facade, including removing and replacing slate tiles at the mansard roof, and removing and replacing sheet metal cladding at the dormers. The proposal was shown on presentation slides labeled 1 - 18, dated September 12, 2017, consisting of existing condition and historic photographs, and existing and proposed elevations, plans, sections, and details, prepared by Morris Adjmi Architects, and presented at the Public Meeting. The proposal as initially presented limited the scope of restorative work to the primary East 15th Street facade, as shown on presentation slides labeled 1 - 34, dated July 18, 2017, prepared by Morris Adjmi Architects, and

presented at the Public Hearing and Public Meeting.

In reviewing this proposal, the Commission noted that the (Former) Century Association Building Individual Landmark Designation Report describes 109-111 East 15th Street as a neo-Grec style clubhouse designed by Gambrell & Richardson and built in 1896. The Commission also noted that this application was being heard in conjunction with LPC-19-11169, an application to request that the Landmarks Preservation Commission issue a favorable report to the City Planning Commission relating to an application for a special permit for bulk waivers pursuant to Section 74-711 of the Zoning Resolution; and LPC-19-14424, an application for façade restoration that is being reviewed at the staff level.

With regard to this proposal, the Commission found that the proposed work will not eliminate any significant historic fabric; that the proposed main entrance infill, featuring paneled wood and glass doors, spandrel, and transom with a dark mahogany finish, will closely match the materials, details, design, and proportions of the historic entrance infill, prior to the removal of the stoop; that the proposed infill at the side entrances, featuring wood and glass paneled doors with integrated wrought iron grilles and a dark mahogany finish, will relate to historic materials found elsewhere on the building; that modifying the stone quoin surrounds at the side entrances will formalize these previously altered openings, resulting in a more cohesive appearance; and that the proposed work will enhance the special architectural and historic character of this Individual Landmark, and voted to approve this application.

However, in voting to grant this approval, the Commission stipulated that the box signs be eliminated, or that small metal plaques be used in lieu of the box signs.

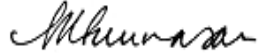
Subsequently, on December 21, 2017, the Commission received two final presentation sets labeled 1-39 and A40-A57, dated December 18, 2017, prepared by Morris Adjmi Architects, and sign shop drawings labeled 1-2, dated October 25, 2017, prepared by ArtFX Signs. Accordingly, the staff of the Commission reviewed the submitted materials and found that the two (2) internally illuminated box signs had been removed from the scope of work, and replaced with two (2) brushed metal plaque signs with bronze finish and multicolor graphics ("TBN Networks"), externally illuminated by concealed wash lighting; and that the proposal approved by the Commission had been maintained. Based on these and the above findings, the drawings have been marked approved with a perforated seal, and Certificate of Appropriateness 19-13478 (LPC-19-13478) is being issued.

PLEASE NOTE: This permit is being issued in conjunction with Modification of Use and Bulk 19-11169 (LPC-19-11169)

PLEASE NOTE: This permit is issued contingent upon the Commission's review and approval of the final Department of Buildings filing drawings for the approved work; and the Commission's review and approval of the final Department of Buildings filing drawings for facade restoration work proposed under LPC-19-14424. **NO WORK MAY BEGIN UNTIL THE FINAL DEPARTMENT OF BUILDINGS FILING DRAWINGS HAVE BEEN APPROVED BY THE COMMISSION.** Once the final drawings have been received and approved, they will be marked as approved with a perforated seal.

This permit is issued on the basis of the building and site conditions described in the application and disclosed during the review process. By accepting this permit, the applicant agrees to notify the Commission if the actual building or site conditions vary or if original or historic building fabric is discovered. The Commission reserves the right to amend or revoke this permit, upon written notice to the applicant, in the event that the actual building or site conditions are materially different from those described in the application or disclosed during the review process.

All approved drawings are marked approved by the Commission with a perforated seal indicating the date of the approval. The work is limited to what is contained in the perforated document. Other work or amendments to this filing must be reviewed and approved separately. The applicant is hereby put on notice that performing or maintaining any work not explicitly authorized by this permit may make the applicant liable for criminal and/or civil penalties, including imprisonment and fine. This letter constitutes the permit; a copy must be prominently displayed at the site while work is in progress. Please direct inquiries to Edith Bellinghausen.



Meenakshi Srinivasan
Chair

PLEASE NOTE: PERFORATED DRAWINGS AND A COPY OF THIS PERMIT HAVE BEEN SENT TO:
Sarah Sher, Higgins Quasebarth & Partners

cc: Cory Herrala, First Deputy Director; Sarah Sher, Higgins Quasebarth & Partners; John Weiss, Deputy Counsel/LPC

DESIGN APPROVAL ONLY
No work may proceed until the
final filing drawings are reviewed, approved and perforated
by Landmarks Preservation Commission staff