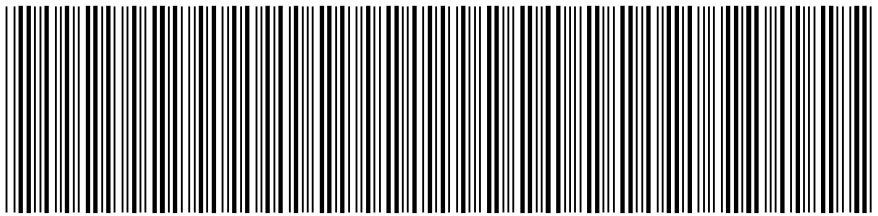


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2010122901098006002E7F90

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 8

Document ID: 2010122901098006

Document Date: 12-22-2010

Preparation Date: 12-30-2010

Document Type: DEED

Document Page Count: 7

PRESENTER:

FIDELITY NATIONAL TITLE INS. COMPANY
PICK UP SOPHIA
ONE PARK AVENUE, SUITE 1402
NEW YORK, NY 10016
800-287-3552
Kat.Lam@fnf.com / title no. 10-23593-NYM

RETURN TO:

MARTIN JAJAN, ESQ.
110 WALL STREET
11TH FLOOR
NEW YORK, NY 10005

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	491	1432	Entire Lot	2904 246 SPRING STREET
Property Type: COMMERCIAL CONDO UNIT(S)				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

BAYROCK/SAPIR ORGANIZATION LLC
160 VARICK STREET, 2ND FLOOR
NEW YORK, NY 10013

GRANTEE/BUYER:

SOUTH RIVER HOLDINGS, LLC
C/O JAJAN, PLLC, 110 WILLIAM STREET, 11TH
FLOOR
NEW YORK, NY 10005

FEES AND TAXES

Mortgage

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 72.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 250.00

NYC Real Property Transfer Tax:

\$ 27,044.06

NYS Real Estate Transfer Tax:

\$ 4,122.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 02-23-2011 13:22

City Register File No.(CRFN):

2011000065554



Annette McHill

City Register Official Signature

HOTEL SUITE UNIT DEED

21 **THIS INDENTURE** is made the 22nd day of December, 2010, by and between Bayrock/Sapir Organization LLC, a Delaware limited liability company, f/k/a Bayrock/Zar Spring LLC, having an address at c/o Bayrock Group, LLC, 160 Varick Street, 2nd Floor, New York, New York 10013 (hereinafter called "**Grantor**") and South River Holdings LLC, having an address at Minskaya Street, 1G Bldg 3, Fl 50, Moscow, 119590, Russia (hereinafter called "**Grantee**"). *c/o JAJAN, PLLC, 110 William St, 11th Fl, NY NY 10035*

WITNESSETH:

That Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and release unto Grantee, and the heirs or successors and assigns of Grantee, forever:

The condominium unit (hereinafter called the "**Unit**") in the building (hereinafter called the "**Building**") known as Trump SoHo Hotel Condominium New York and by the street address 246 Spring Street, New York, New York 10013, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Hotel Suite Unit 2904 in that certain declaration, dated as of April 20th, 2010, made by Grantor, pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter called the "**Condominium Act**") establishing condominium ownership of the Building and the land (hereinafter called the "**Land**") upon which the Building is situate (which Land is more particularly described in Schedule A annexed hereto and by this reference made a part hereof), which declaration was recorded in the New York County Office of the Register of The City of New York (the "**City Register's Office**") on May 6, 2010, as CRFN 2010000153443 (which declaration, and any amendments thereto, are hereinafter collectively called the "**Declaration**"). The Unit is also designated as Tax Lot 1432 in Block 491 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Bureau of The City of New York and on the Floor Plans of the Building certified by New York City Surveyor's office on April 29, 2010, and filed with the Real Property Assessment Bureau of The City of New York on May 5, 2010, as Condominium Plan No. 2162 and also recorded in the City Register's Office on May 6, 2010, as CRFN 2010000153444;

together with an undivided 0.1496% interest in the Common Elements (as such term is defined in the Declaration) of Trump SoHo Hotel Condominium New York;

together with the appurtenances and all the estate and rights of Grantor in and to the Unit;

together with, and subject to, all of the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and By-Laws of Trump SoHo Hotel Condominium New York, as each of the same may be amended from time to time (said By-Laws and any amendments thereto are hereinafter collectively called the "**By-Laws**"), and the Restrictive Declaration recorded in the City Register's Office on May 4, 2007, as CRFN 2007000233248 (the "**Restrictive Declaration**"), including, without limitation, the restrictions and other provisions with respect to the permitted uses of the Unit; all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the

Unit, as though recited and stipulated at length herein; subject also to such other liens, agreements, covenants, easements, restrictions, consents, other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively called the "**Property**").

TO HAVE AND TO HOLD the same unto Grantee, and the heirs or successors and assigns of Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 18 of the Declaration shall control.

Except as otherwise expressly stated in the Declaration, the By-Laws and/or the Restrictive Declaration, the Unit may only be used for Transient Occupancy (as defined in the Declaration) and for no other purpose.

Grantor covenants that Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Offering Plan, the Agreement (each as defined in the By-Laws), the Declaration, the By-Laws and/or the Restrictive Declaration. This covenant is for the personal benefit of Grantee only and cannot be assigned to, exercised by, or inure to the benefit of any other person or entity, including, without limitation, any insurer of Grantee's title or successor to Grantee's interest.

In the event of a claimed breach of any covenant of Grantor contained in the preceding paragraph, Grantee shall first seek recovery against Grantee's title insurer before proceeding against Grantor for any breach of such covenants, it being agreed that the liability of Grantor shall be limited to the extent only that any loss or damage shall not be covered by such title insurance. In the event that Grantee shall elect not to purchase title insurance, then the liability of Grantor shall be limited to the extent only that any loss or damage would not have been covered by the title insurance that was available to Grantee as of the date of this conveyance. The terms of any marked-up title binder issued by any title insurer that is a member of the New York State Land Title Association, Inc. in connection with any unit in the Building shall be conclusive evidence against Grantee of the title insurance coverage that was available to Grantee as of the date of this conveyance.

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that Grantor will receive the consideration for this conveyance, and will hold the right to receive such consideration, as a trust fund for the purpose of paying the cost of the improvements at the Property required to be made by Grantor and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

Grantee hereby accepts and ratifies the provisions of the Declaration, the By-Laws (and any Rules and Regulations adopted under the By-Laws) the Restrictive Declaration and agrees to comply with all the terms and provisions thereof, including, without limitation, all the terms and provisions with respect to the permitted uses of the Unit.

Grantee hereby acknowledges that the Trump Marks (as defined in the Declaration) are owned by the Licensor (as defined in the Declaration), and the Licensor has granted the Board of Managers of the Condominium a license with respect to the use of the Trump Marks in connection with, among other things, the operation of the Condominium, and so long as said license has not been terminated by Licensor pursuant to the terms of the Condominium License Agreement (as defined in the Declaration), the Condominium shall be known as "Trump SoHo Hotel Condominium New York".

This conveyance is made in the regular course of business actually conducted by Grantor. The Unit is not subject to a credit line mortgage.

The term "**Grantee**" shall be read as "**Grantees**" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this indenture as of the day and year first above written.

GRANTOR:

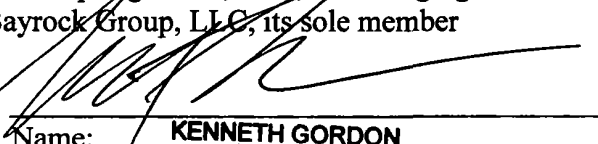
BAYROCK/SAPIR ORGANIZATION LLC

By: 246 Spring Street Holdings II, LLC, its sole member

By: Bayrock/Sapir Realty LLC, its managing member

By: Bayrock Spring Street, LLC, its managing member

By: Bayrock Group, LLC, its sole member

By: 

Name:

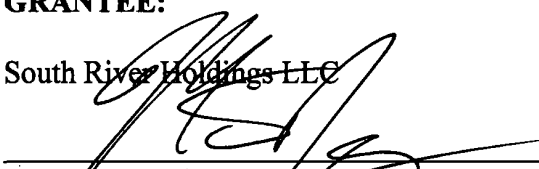
KENNETH GORDON

Title:

AUTHORIZED SIGNATORY

GRANTEE:

South River Holdings LLC


(Purchaser's Signature)

MARTIN SAPIR, AUTHORIZED SIGNATORY

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

On the 22nd day of December in the year 2010 before me, the undersigned, personally appeared Kenneth Gordon, 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 on behalf of which the individual(s) acted, executed the instrument.



Notary Public

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

LINDA CARR
Notary Public, State of New York
No. 01CA6071690
Qualified in Kings County
Commission Expires March 18th, 2006

SEAL

2014

On the 22nd day of December in the year 2010 before me, the undersigned, personally appeared Martin Jayan, 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 on behalf of which the individual(s) acted, executed the instrument.



Notary Public

SEAL

LINDA CARR
Notary Public, State of New York
No. 01CA6071690
Qualified in Kings County
Commission Expires March 18th, 2006

2014

SCHEDULE A

Legal Description of Land

PARCEL 1 (Block 491, Lot 36):

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 southerly side of Spring Street with the easterly side of Varick Street, as widened and as legally opened;

RUNNING THENCE easterly along the southerly side of Spring Street, 140 feet 5-3/8 inches;

THENCE southerly on a line forming an interior angle of 89 degrees 37 minutes 40 seconds with the last mentioned course, 54 feet 1 inch to a point;

THENCE southerly on a line forming an interior angle of 180 degrees 12 minutes 40 seconds with the last mentioned course 45 feet 11-1/2 inches;

THENCE easterly on a line forming an exterior angle of 89 degree 51 minutes 20 seconds with the last mentioned course, 0 feet 7-1/2 inches;

THENCE southerly on a line forming an interior angle of 89 degrees 54 minutes 00 second with the last mentioned course, 74 feet 11-1/2 inches to the northerly side of Dominick Street;

THENCE westerly along the northerly side of Dominick Street 142 feet 4-1/4 inches to the corner formed by the intersection of the northerly side of Dominick Street with the easterly side of Varick Street as widened and as legally opened;

THENCE northerly along the easterly side of Varick Street as widened and as legally opened 96 feet 0 inches to a point.

THENCE easterly parallel with the southerly side of Spring Street, 15 feet 2-1/4 inches;

THENCE northerly 21 feet 0 inches to a point distant 58 feet 0 inches southerly from the southerly side of Spring Street, which point is 15 feet 3-1/4 inches easterly from the easterly side of Varick Street as widened and a legally opened;

THENCE westerly parallel with the southerly side of spring Street 15 feed 3-1/4 inches to the easterly side of Varick Street as widened and as legally opened;

THENCE northerly along the easterly side of Varick Street as widened and as legally opened 58 feet 0 inches to the corner formed by the intersection of the southerly side of Spring Street with the easterly side of Varick Street as widened and as legally opened, the point or place of BEGINNING.

PARCEL 2 (Block 491, Lot 34)

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 easterly side of Varick Street, as legally opened, distant 58 feet southerly from the southeasterly corner of Spring Street and Varick Street;

RUNNING THENCE southerly along the easterly side of Varick Street, as legally opened, 21 feet;

THENCE easterly parallel with the southerly side of Spring Street, 15 feet 2-1/2 inches;

THENCE northerly along a line parallel with the old east side of Varick Street, 21 feet;

THENCE westerly parallel with the southerly side of spring Street, 15 feet 3-1/4 inches to the easterly side of Varick Street, as legally opened, the point or place of BEGINNING.

HOTEL SUITE UNIT DEED

BAYROCK/SAPIR ORGANIZATION LLC

TO

South River Holdings LLC

TRUMP SOHO HOTEL CONDOMINIUM NEW YORK

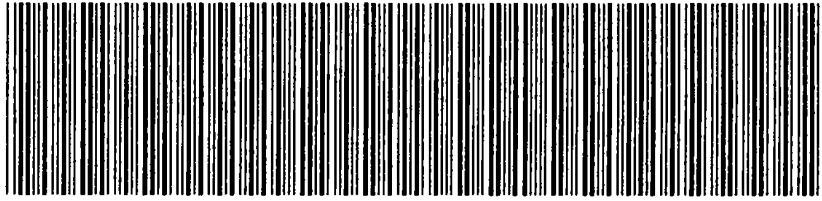
246 Spring Street
New York, New York 10013
Hotel Suite Unit 2904

County: New York
Block: 491
Lot: 1432

Record and Return to:

Martin Jajan, Esq.
Jajan PLLC
110 Wall Street, 11th Fl
New York, NY 10005

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**



2010122901098006002SB111

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2010122901098006

Document Date: 12-22-2010

Preparation Date: 12-30-2010

Document Type: DEED

ASSOCIATED TAX FORM ID: 2010122200259

SUPPORTING DOCUMENTS SUBMITTED:

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING
RP - 5217 REAL PROPERTY TRANSFER REPORT
SMOKE DETECTOR AFFIDAVIT

Page Count

1
2
1

FOR CITY USE ONLY

C1. County Code C2. Date Deed Recorded / /
 Month Day Year

C3. Book OR C4. Page
 C5. CRFN



REAL PROPERTY TRANSFER REPORT

 STATE OF NEW YORK
 STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

(Rev 11/2002)

PROPERTY INFORMATION

1. Property Location 246 SPRING STREET 2904 MANHATTAN 10013
 STREET NUMBER STREET NAME BOROUGH ZIP CODE

2. Buyer Name SOUTH RIVER HOLDINGS, LLC
 LAST NAME / COMPANY FIRST NAME

3. Tax Billing Address
 Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) LAST NAME / COMPANY FIRST NAME
 STREET NUMBER AND STREET NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR ☐ Part of a Parcel

5. Deed Property Size X OR ACRES
 FRONT FEET DEPTH

6. Seller Name BAYROCK/SAPIR ORGANIZATION LLC
 LAST NAME / COMPANY FIRST NAME

4A. Planning Board Approval - N/A for NYC
 4B. Agricultural District Notice - N/A for NYC
 Check the boxes below as they apply:
 6. Ownership Type is Condominium ☒
 7. New Construction on Vacant Land ☐

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential C ☐ Residential Vacant Land E ☒ Commercial G ☐ Entertainment / Amusement I ☐ Industrial
 B ☐ 2 or 3 Family Residential D ☐ Non-Residential Vacant Land F ☐ Apartment H ☐ Community Service J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date 4 / 30 / 2008
 Month Day Year

11. Date of Sale / Transfer 12 / 22 / 2010
 Month Day Year

12. Full Sale Price \$ 1,000,000.00
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:
 A ☐ Sale Between Relatives or Former Relatives
 B ☐ Sale Between Related Companies or Partners in Business
 C ☐ One of the Buyers is also a Seller
 D ☐ Buyer or Seller is Government Agency or Lending Institution
 E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
 F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
 G ☐ Significant Change in Property Between Taxable Status and Sale Dates
 H ☐ Sale of Business is Included in Sale Price
 I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
 J ☒ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class H, 9 16. Total Assessed Value (of all parcels in transfer)

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional Identifier(s))
MANHATTAN 491 1432

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER
 12/22/10
 BUYER SIGNATURE DATE
210 JAVAN PLIE
110 WALL ST 11TH FL
 STREET NUMBER STREET NAME (AFTER SALE)
NEW YORK NY 10005
 CITY OR TOWN STATE ZIP CODE

BUYER'S ATTORNEY
JAVAN MARTIN
 LAST NAME FIRST NAME
212 352-8616
 AREA CODE TELEPHONE NUMBER
 12/22/10
 SELLER SIGNATURE DATE
KENNETH GORDON
 AUTHORIZED SIGNATORY 2010122200259201

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER BUYER SIGNATURE: <i>[Signature]</i> DATE: 12/22/10		BUYER'S ATTORNEY LAST NAME: JAJAN FIRST NAME: MARTIN	
STREET NUMBER: 110 STREET NAME (AFTER SALE): WALL ST. 11TH FL		AREA CODE: 212 TELEPHONE NUMBER: 352-8616	
CITY OR TOWN: NEW YORK	STATE: NY	ZIP CODE: 10005	SELLER SELLER SIGNATURE: <i>[Signature]</i> DATE: 12/22/10

**KENNETH GORDON
AUTHORIZED SIGNATORY**

2010122200259201

2010122200259101



The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

- (1) Property receiving service: BOROUGH: MANHATTAN BLOCK: 491 LOT: 1432
- (2) Property Address: 246 SPRING STREET Unit 2904, NEW YORK, NY 10013
- (3) Owner's Name: SOUTH RIVER HOLDINGS, LLC
- Additional Name:

Affirmation:



Your water & sewer bills will be sent to the property address shown above.

Customer Billing Information:

Please Note:

- A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.
- B. Original bills for water and/or sewer service will be mailed to the owner, at the property address or to an alternate mailing address. DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner:

Signature:

Date (mm/dd/yyyy)

12/22/10

Name and Title of Person Signing for Owner, if applicable:

KENNETH GORDON
AUTHORIZED SIGNATORY