

**Brownfield Redevelopment Report**  
**Substitute Form DTF-70**  
**For period ending December 31, 2008**  
**EIN: 13-4058071**

**Name as shown on report:**

River Place II Holdings II LLC,F/K/A River Place II LLC

**Address of qualified brownfield site:**

533-543 11th Ave (DER Site Number: C231012)  
 New York,NY

**Execution date of Brownfield Cleanup Agreement** 1/4/2005

**Date of CoC issued by Dept of Environmental Conserv** 6/19/2007

The following taxes were generated from the site as of November 30, 2008

<u>Article</u>	<u>Type of Taxes</u>	<u>Amount</u>	<u>Note</u>
9	Corporation Taxes	Information not available	We are unable to estimate income tax generated by the contractors and subcontractors that work on the project, an economic study will need to be done to generate that information.
9-A	Franchise Tax on Business Corporations	Information not available	Same as above
11	Mortgage Recording Tax	0	
13	Unrelated Business Income Tax	Information not available	Same as above
22	Personal Income Tax	14,126,000	Based on construction labor cost incurred, at any given week, the site employs up to 700 construction worker. This does not include professionals such as engineers, etc.-see attached schedule
30	New York City Personal Income Tax	3,761,000	Same as above, we estimate 50% of the people employed live in the 5 boroughs
28, 29	Sales and Use tax	10,296,000	Based on construction material use for the building- See schedule attached

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 New York,NY

**Execution date of Brownfield Cleanup Agreement** 1/4/2005

**Date of CoC issued by Depart of Enviornmental Conser** 6/19/2007

The following taxes were generated from the site as of November 30, 2008

<u>Article</u>	<u>Type of Taxes</u>	<u>Amount</u>	<u>Note</u>
31	Real Estate Transfer Tax	0	The site is owned by the company since the 80s
32	Franchise Tax on Banking Corporation	Information not available	We are unable to obtain this information now, we expect fees generated by loan and so on will generate income for the state, but we cannot quantify it currently
33	Franchise Tax on Insurance Corporations	Information not available	We cannot quantify this information now.
33-A	Tax on Independently Procured Insurance	5,000	
33-B	Tax on Real Estate Transfers in Towns	Not Applicable	
	Real Property Taxes paid	760,000	See schedule attached
	New York City Unincorporated business tax	Information not available	
	New York city business taxes	Information not available	
	New York City real property transfer taxes	0	
	New York city mortgage taxes	0	

**RIVER PLACE II LLC  
BROWNFIELD REDEVELOPMENT REPORT (Form DTF-70)**

**THRU' NOVEMBER 30, 2008**

SubContractor	Labor	Material	Sales Tax	Contract Total	Percent Complete thru November 2008	Article 28	Article 22	Article 30
						Thru' Nov. 2008 @ 8.375% Sales Tax	Thru' Nov. 2008 @ 6.85% NYS Income Tax	Thru' Nov. 2008 @ 3.648% x 50% NYC Income Tax
LaStrada	2,150,311	1,453,000	121,689	3,725,000	20.7%	25,132	30,420	8,100
Steven Dubner Landscaping	153,772	283,544	22,684	460,000	0.0%	-	-	-
Ment Brothers	498,619	213,500	17,881	730,000	2.6%	465	889	237
Yonkers Contracting	12,414,000	5,616,000	470,000	18,500,000	100.0%	470,000	850,359	226,431
Posillico Enviromental, Inc.	250,394	154,654	12,952	418,000	100.0%	12,952	17,152	4,567
DFC Structures Inclusionary	12,435,560	3,611,940	302,500	16,350,000	100.0%	302,598	852,111	226,898
DFC Structures North Tower	25,700,970	13,194,030	1,105,000	40,000,000	97.9%	1,081,915	1,723,737	458,992
DFC Structures South Tower	25,700,970	13,194,030	1,105,000	40,000,000	97.0%	1,071,416	1,707,010	454,538
DelSalvio	1,497,000	599,769	50,231	2,147,000	96.3%	48,382	98,771	26,301
MGC Stone., Inc.	1,694,281	725,000	60,719	2,480,000	64.1%	38,948	74,446	19,823
Owen Steel Company	1,117,600	583,440	48,960	1,750,000	100.0%	48,960	76,556	20,385
Skyline Steel	1,951,774	661,800	55,426	2,669,000	56.7%	31,420	75,790	20,181
All Craft	1,208,100	730,700	61,200	2,000,000	56.7%	34,730	46,963	12,505
Mensch	-	843,368	70,632	914,000	38.5%	27,198	-	-
KJC Waterproofing	1,012,313	450,000	37,688	1,500,000	39.2%	14,775	27,186	7,239
A & B Caulking	1,016,212	492,538	41,250	1,550,000	75.2%	31,032	52,368	13,944
United Steel Products	3,400	6,964	636	11,000	0.0%	-	-	-
S&C Products	4,242,350	2,360,000	197,650	6,800,000	35.9%	71,020	104,419	27,804
Benson	13,213,715	32,836,249	2,750,036	48,800,000	95.2%	2,618,063	861,702	229,452
LIF Industries	-	3,644,752	305,248	3,950,000	85.5%	261,097	-	-
Jerome Aluminum	283,595	172,000	14,405	470,000	8.4%	1,208	1,629	434
Prince Carpentry	26,535,000	5,014,995	420,005	31,970,000	81.0%	340,021	1,471,500	391,827
Jantile	4,880,872	3,828,491	320,637	9,030,000	49.1%	157,396	164,122	43,702
VAL Floors	4,993,100	2,160,000	180,900	7,334,000	57.5%	104,060	196,746	52,389
Albert Pearlman	3,441,750	815,000	68,250	4,325,000	36.4%	24,836	85,791	22,844
K & B Signs	-	2,038	186	2,224	0.0%	-	-	-
National Bathroom Accessories	1,525	340,000	28,475	370,000	19.2%	5,453	20	5
Tractel	272,000	911,649	76,351	1,260,000	87.2%	66,604	16,253	4,328
Action Chutes	75,936	140,313	11,751	228,000	99.1%	11,642	5,153	1,372
PC Richards	-	5,473,374	453,842	5,927,216	6.5%	29,617	-	-
International Blind Contractors	153,145	1,337,051	124,804	1,615,000	20.9%	26,046	2,189	583
Donamo	4,320,750	2,933,250	246,000	7,500,000	80.3%	197,518	237,642	63,279
Steelways, Inc.	519,803	74,000	6,198	600,000	96.8%	5,997	34,453	9,174
Otis Elevator	6,064,034	4,574,448	326,518	10,965,000	83.2%	271,653	345,589	92,022
Atlantic Hoisting - North Tower	3,052,381	1,285,000	107,619	4,445,000	75.1%	80,842	157,064	41,823
Atlantic Hoisting - South Tower	3,162,381	1,285,000	107,619	4,555,000	73.5%	79,142	159,304	42,419
Rael Automatic Sprinkler	7,167,490	1,547,875	129,635	8,845,000	95.6%	123,988	469,585	125,040
Par Plumbing Co.	19,629,000	10,400,000	871,000	30,900,000	92.2%	802,876	1,239,421	330,030
REP Heating & AC	12,483,026	5,367,450	449,524	18,300,000	78.2%	351,489	668,604	178,034
ASM Mechanical Systems	4,754,000	550,000	46,000	5,350,000	93.3%	42,923	303,867	80,913
Wenig Industries	73,548	42,876	3,576	120,000	0.0%	-	-	-
Cleaver Brooks	-	502,283	42,717	545,000	100.0%	42,717	-	-
Miller Proctor	-	143,022	11,978	155,000	100.0%	11,978	-	-
Livingston Electrical - Work Completed 07/17/07	1,411,800	868,465	72,735	2,353,000	100.0%	72,735	96,708	25,751
Livingston Electrical - Work Completed Next 90 Days	1,496,040	920,286	77,074	2,493,400	100.0%	77,074	102,479	27,288
Livingston Electrical - Balance	16,592,160	10,206,634	854,806	27,653,600	87.4%	747,363	993,705	264,601
Con Edison	-	57,401	4,807	62,208	100.0%	4,807	-	-

**RIVER PLACE II LLC  
BROWNFIELD REDEVELOPMENT REPORT (Form DTF-70)  
THRU' NOVEMBER 30, 2008**

SubContractor	Labor	Material	Sales Tax	Contract Total	Percent Complete thru November 2008	Article 28	Article 22	Article 30
						Thru' Nov. 2008 @ 8.375% Sales Tax	Thru' Nov. 2008 @ 6.85% NYS Income Tax	Thru' Nov. 2008 @ 3.648% x 50% NYC Income Tax
New York Light Source	-	2,675,894	224,106	2,900,000	47.9%	107,249	-	-
Benfield Lighting, Inc.	-	1,915	160	2,075	100.0%	160	-	-
Gotham General Conditions	25,234,080	8,475,889	709,856	34,419,825	44.8%	318,081	774,543	206,243
Gotham Insurance	700,000	-	-	700,000	94.5%	-	-	-
Gotham Contingency	11,618,013	6,920,918	579,627	19,118,558	-	-	-	-
Gotham Bond	400,000	-	-	400,000	72.6%	-	-	-
Gotham Fee	10,089,447	-	-	10,089,447	77.1%	-	-	-
<b>TOTALS =</b>	<b>275,666,218</b>	<b>160,682,795</b>	<b>13,408,540</b>	<b>449,757,553</b>	<b>76.8%</b>	<b>10,295,579</b>	<b>14,126,247</b>	<b>3,761,500</b>
Overall Percentages :	<b>61.29%</b>	<b>35.73%</b>	<b>2.98%</b>	100.00%				



**EXHIBIT "H"**

**SALES TAX RIDER**

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and La Strada General Contracting Corp. (the "Subcontractor").

- As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor: (Includes all items not taxable dumping etc) \$ 2,150,311.25  
 Material: (Includes all items taxable equip rental etc) \$ 1,453,000  
 Sales Tax: \$ 121,688.75

**Total Contract Value: \$3,725,000.00 ✓**

- Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ **LA STRADA CONSTRUCTION CORP.**

Signature: Daiena D'Arpino

Name: Daiena D'Arpino

Title: Secretary

Date: 1/20/09

EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Steven Dubner Landscaping, Inc. (the "Subcontractor").

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$ 153,772.00	
Material:	\$ 283,544.00	
Sales Tax:	\$ 22,684.00	
<b>Total Contract Value:</b>		<b>\$460,000.00</b> ✓

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ STEVEN DUBNER LANDSCAPING, INC.

Signature: 

Name: STEVEN DUBNER

Title: PRESIDENT

Date: 12/12/08



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Ment Bros. Iron Works Co. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>498,619.37</u>	
Material:	\$	<u>213,500.00</u>	
Sales Tax:	\$	<u>17,880.63</u>	
Total Contract Value:			\$730,000.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ MENT BROS. IRON WORKS CO.

Signature: 

Name: Randall Ment

Title: President

Date: 1/21/2009

EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Yonkers Contracting Company, Inc. (the "Subcontractor").

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$ 4,270,000	} 12,414,000.
Subcontractors:	8,144,000	
Material:	\$ 5,616,000	
Sales Tax:	\$ 470,000	
<b>Total Contract Value:</b>		<b>\$18,500,000.00</b> ✓

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ YONKERS CONTRACTING COMPANY, INC.

Signature: *Michael J. Keller*

Name: MICHAEL J. KELLER

Title: CHIEF FINANCIAL OFFICER

Date: FEBRUARY 3, 2009

**SALES TAX RIDER**


RIDER, by Gotham Construction Company, I.I.C (the "General Contractor") and Posillico Environmental, Inc. (the "Subcontractor").

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>250,394.<sup>00</sup></u>	
Material:	\$	<u>154,654.<sup>00</sup></u>	
Sales Tax:	\$	<u>12,952.<sup>00</sup></u>	
<b>Total Contract Value:</b>			<b><u>\$418,000.00</u></b> ✓

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ **POSILILICO ENVIRONMENTAL, INC.**

Signature: 

Name: Joseph Szekely

Title: Vice President

Date: 2.3.09



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and DFC Structures, LLC (the "Subcontractor") for Inclusionary.

- As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

ENCL

Labor:	\$ 12,435,560	} included in Contract
Material:	\$ 3,611,940	
Sales Tax:	\$ 302,500	
Total Contract Value:	16,350,000	\$16,350,000.00 ✓

NOTE: LABOR COST for these purposes includes union benefits, payroll taxes, overhead -

- Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

insurance, bond costs, and profit.

✓ DFC STRUCTURES, LLC

Signature: Jack Rousseau / CFO *Jack Rousseau*

Name: Jack Rousseau

Title: CFO

Date: 10/19/07 1/21/09

**EXHIBIT "H"**  
**SALES TAX RIDER**

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and DFC Structures, LLC (the "Subcontractor") for North Tower.

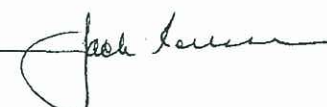
1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

	NT	
Labor: *	\$	<u>25,700,970</u>
Material:	\$	<u>13,194,030</u>
Sales Tax:	\$	<u>1,105,000.</u>
Total Contract Value:		<u>\$40,000,000.00</u> ✓

} Included in Contract

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

\* Note - Labor cost for these purposes includes union benefits, payroll taxes, overhead, insurance, bond costs and profit  
✓ DFC STRUCTURES, LLC

Signature: Jack Rousseau / CFO 

Name: JACK ROUSSEAU

Title: CFO

Date: 10/9/07 1/11/08



**EXHIBIT "H"**  
**SALES TAX RIDER**

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and DFC Structures, LLC (the "Subcontractor") for the South Tower.

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor: *	\$ <u>25,700,970</u>	ST
Material:	\$ <u>13,194,030</u>	
Sales Tax:	\$ <u>1,105,000</u>	
<b>Total Contract Value:</b>		<b>\$40,000,000.00</b> ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

\* note - labor cost for these purposes includes union benefits, payroll taxes, overhead, insurance, bond costs and profit.

✓ DFC STRUCTURES, LLC

Signature: Jack Rousseau / CEO 

Name: Jack Rousseau

Title: CEO

Date: 10/9/07 1/21/08



**EXHIBIT "H"**  
**SALES TAX RIDER**

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Del Savio Masonry Corp. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>1,497,000<sup>00</sup></u>	
Material:	\$	<u>599,769.32</u>	
Sales Tax:	\$	<u>50,230.68</u>	
Total Contract Value:			\$2,147,000.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ **DEL SAVIO MASONRY CORP.**

Signature: 

Name: Arthur J. DelSavio

Title: Vice President

Date: 11/27/07

EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and MGC Stone Co., Inc. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>1,694,281.<sup>25</sup></u>	
Material:	\$	<u>725,000</u>	
Sales Tax:	\$	<u>60,718.<sup>25</sup></u>	
Total Contract Value:			\$2,480,000.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ MGC STONE CO., INC.

Signature: 

Name: DOMINICK MOLITERNO

Title: PRESIDENT

Date: 10-4-07

**EXHIBIT "H"**  
**SALES TAX RIDER**

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Owen Steel Company, Inc. ("the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
  
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

<b>Labor:</b>	\$ <u>1,117,600.00</u>	
<b>Material:</b>	\$ <u>583,440.00</u>	
<b>Sales Tax:</b>	\$ <u>48,960.00</u>	
<b>Total Contract Value:</b>		<b><u>\$1,750,000.00</u></b> ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ **OWEN STEEL COMPANY, INC.**

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

Name: Spencer L. Brown

Title: Senior Vice President/General Manager

Date: 7/24/2007



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Skyline Steel Corp. (the "Subcontractor").

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>1,951,774</u>	
Material:	\$	<u>661,800</u>	
Sales Tax:	\$	<u>55,426</u>	
Total Contract Value:			\$2,669,000.00 ✓

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ SKYLINE STEEL CORP.

Signature: Arthur Rubinstein

Name: ARTHUR RUBINSTEIN

Title: PRES

Date: 9/27/07

## EXHIBIT "H"

## SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and All Craft Fabricators, Inc. (the "Subcontractor").

- As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>1,208,100</u>	
Material:	\$	<u>730,700</u>	
Sales Tax:	\$	<u>61,200</u>	
Total Contract Value:			\$2,000,000.00 ✓

- Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ ALL CRAFT FABRICATORS, INC.

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

Name: DOUGLAS DONALDSON

Title: EVP

Date: 1/21/09



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Mensch Millwork Corp. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>N/A</u>	
Material:	\$	<u>843,367.94</u>	
Sales Tax:	\$	<u>70,632.06</u>	
Total Contract Value:			<u>\$914,000.00</u> ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ MENSCH MILLWORK CORP.

Signature: 

Name: ROBERT E. MENSCH

Title: PRESIDENT

Date: 12-12-08

EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and KJC Waterproofing, Inc. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$ 1,012,312.50	
Material:	\$ 450,000	
Sales Tax:	\$ 37,687.50	
Total Contract Value:		\$1,500,000.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ KJC WATERPROOFING, INC.

Signature: [Handwritten Signature]  
Name: VINCENT CAPAZZI  
Title: PRESIDENT  
Date: 1/21/09



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and A & B Caulking Company, Inc. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>1,016,212.00</u>	
Material:	\$	<u>492,538.00</u>	
Sales Tax:	\$	<u>41,250.00</u>	
Total Contract Value:			\$ <u>1,550,000.00</u> ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ A & B CAULKING COMPANY, INC.

Signature: Anthony Tirelli

Name: Anthony Tirelli

Title: Sr. v. President

Date: 10-1-07



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and United Steel Products, Inc. (the "Subcontractor").

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>2400.00</u>	
Material:	\$	<u>7600.00</u>	
Sales Tax:	\$	<u>636.50 (8.375%)</u>	ON MATERIALS.
Total Contract Value:			<u>\$11,000.00</u> ✓

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ UNITED STEEL PRODUCTS, INC.

Signature: [Handwritten Signature]

Name: PAUL VISCARDI

Title: V.P.

Date: 10/22/07 - USA ORDER # 42249

**EXHIBIT "H"**

**SALES TAX RIDER**

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and S & C Products, Inc. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$ 4,242,350.00	
Material:	\$ 2,360,000.00	
Sales Tax:	\$ 197,650.00	
Total Contract Value:		\$6,800,000.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ S & C PRODUCTS, INC.

Signature: William Heparro

Name: William Heparro

Title: VP

Date: 10-1-07



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Benson Industries, LLC (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$ 13,213,715.15
Material:	\$ 32,836,249.00
Sales Tax:	\$ 2,750,035.85
Total Contract Value:	\$48,800,000.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ BENSON INDUSTRIES, LLC

Signature: 

Name: Peter V. Potwin

Title: Vice President

Date: 1/20/09

EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Long Island Fireproof Door, Inc. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>Ø</u>	
Material:	\$	<u>3,644,752.02</u>	
Sales Tax:	\$	<u>305,247.98</u>	
Total Contract Value:			<u>\$3,950,000.00</u> ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ LONG ISLAND FIREPROOF DOOR

Signature: 

Name: J.U. GALLO

Title: J.P. SALES

Date: 7/19/07

**EXHIBIT "H"**

**SALES TAX RIDER**

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Jerome Aluminum Products Corporation (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$ 283,595 -	
Material:	\$ 172,000 -	
Sales Tax:	\$ 14,405 -	
Total Contract Value:		\$470,000.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ JEROME ALUMINUM PRODUCTS CORPORATION

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

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

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

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

*[Handwritten Signature]*  
DAVID MAZEWSKI  
President  
2/13/08



**EXHIBIT "H"**  
**SALES TAX RIDER**

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Prince Carpentry, Inc. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>\$26,535,000.00</u>	
Material:	\$	<u>\$ 5,014,995.00</u>	
Sales Tax:	\$	<u>\$ 420,005.00</u>	
Total Contract Value:			<u>\$31,970,000.00</u> ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ PRINCE CARPENTRY, INC.

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

Name: Kenneth Voss

Title: President

Date: July 23, 2007

EXHIBIT "H"  
SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Jantile, Inc. (the "Subcontractor").

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

	Bond	125,000	
Labor:		\$ 4,755,872	
Material:		\$ 3,828,491	
Sales Tax:		\$ 320,637	
Total Contract Value:			\$9,030,000.00 ✓

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ JANTILE, INC.

Signature: [Handwritten Signature]

Name: Rita Francision

Title: CEO

Date: 10/11/07



**EXHIBIT "H"**  
**SALES TAX RIDER**

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and V.A.L. Floors, Inc. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$ 4,993,100.	
Material:	\$ 2,160,000.	
Sales Tax:	\$ 180,900.	
<b>Total Contract Value:</b>	<b>\$ 7,334,000.00</b>	<b>\$7,334,000.00</b> ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ **V.A.L. FLOORS, INC.**

Signature: *Vito Luppino, Jr.*  
Name: VITO A. Luppino, JR.  
Title: Vice President  
Date: 1/21/09

Signed and sealed before me  
this 21<sup>st</sup> day of January  
2009.

*Linda C. Garcia*  
Notary Public  
**LINDA C. GARCIA**  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB. 27, 2009



EXHIBIT "H"  
SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Albert Pearlman, Inc. (the "Subcontractor").

- As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

	BOND	89,000
Labor:		\$ 3,361,750
Material:		\$ 815,000
Sales Tax:		\$ 68,250

Total Contract Value: \$4,325,000.00 ✓

- Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ ALBERT PEARLMAN, INC.

Signature: 

Name: RANDY A. PEARLMAN

Title: EXECUTIVE / OWNER

Date: 07/18/07

EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and National Bathroom Accessories, LLC (the "Subcontractor").

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>1,525<sup>00</sup></u>	
Material:	\$	<u>340,000<sup>00</sup></u>	
Sales Tax:	\$	<u>28,475<sup>00</sup></u>	
Total Contract Value:			<u>\$370,000.00</u> ✓

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ NATIONAL BATHROOM ACCESSORIES, LLC

Signature: Michael Cirillo

Name: MICHAEL CIRILLO

Title: MANAGER

Date: 10-24-2007



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Tractel, Ltd. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$ 272,000	INCL. ENG'G & BONDS
Material:	\$ 911,649	
Sales Tax:	\$ 76,351	
Total Contract Value:		\$1,260,000.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ TRACTEL, LTD

Signature: 

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

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

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

MARTIN PREMURU  
VICE PRESIDENT OPERATIONS  
TRACTEL LTD SWINGSTAGE

JAN. 16, 2009

EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Action Chutes, Inc. (the "Subcontractor").

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>75,935.79</u>	
Material:	\$	<u>140,313.-</u>	
Sales Tax:	\$	<u>11,751.21</u>	
Total Contract Value:			\$228,000.00 ✓

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ ACTION CHUTES, INC.

Signature: Steve Hebert

Name: STEVE Hebert

Title: President

Date: 1/20/09



EXHIBIT "H"

SALES TAX RIDER

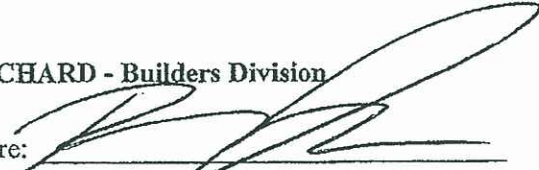
RIDER, by Gotham Construction Company, LLC (the "General Contractor") and PC Richard - Builders Division (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>                    </u>	
Material:	\$	<u>5,419,032.</u>	*
Sales Tax:	\$	<u>453,843.</u>	
Total Contract Value:			<u>\$5,927,216.00</u> ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ PC RICHARD - Builders Division

Signature: 

Name: Rick Torre Jr

Title: GM

Date: 7/19/07

\* Total Contract Value includes bond.  
Bonds value is \$ 54,342.<sup>00</sup>

EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and International Blind Contractors, Ltd. (the "Subcontractor").

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>153,145.00</u>	
Material:	\$	<u>1,337,051.08</u>	
Sales Tax:	\$	<u>124,803.92</u>	
<b>Total Contract Value:</b>			<b><u>\$1,615,000.00</u></b> ✓

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

INTERNATIONAL BLIND CONTRACTORS, LTD.

Signature: Kevin F. Ryan

Name: Kevin F. Ryan

Title: Executive Vice President

Date: February 15, 2008



**EXHIBIT "H"**  
**SALES TAX RIDER**

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Steelways, Inc. the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$ 519,802.50
Material:	\$ 74,000.00
Sales Tax:	\$ 6,197.50
Total Contract Value:	\$600,000.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ STEELWAYS, INC.

Signature: Kevin P. Cassidy

Name: Kevin P. Cassidy

Title: CEO

Date: 1-21-2009

**EXHIBIT "H"**

**SALES TAX RIDER**

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Otis Elevator Company (the "Subcontractor").

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>6,064,034</u>	
Material:	\$	<u>4,574,448</u>	
Sales Tax:	\$	<u>326,518</u>	
<b>Total Contract Value:</b>			<b>\$10,965,000.00</b> ✓

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ OTIS ELEVATOR COMPANY

Signature: Michael Boles

Name: MICHAEL BOLES  
General Manager

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

Date: 1/22/09



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and (High Rise Hoisting & Scaffolding, Inc.) ATLANTIC HOISTING & SCAFFOLDING, LLC (the "Subcontractor") for the NORTH TOWER.

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>3,052,381.25</u>	
Material:	\$	<u>1,285,000</u>	
Sales Tax:	\$	<u>107,618.75</u>	
Total Contract Value:			\$ <u>4,445,000.00</u> ✓

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ (High Rise Hoisting & Scaffolding, Inc.)  
 ATLANTIC HOISTING & SCAFFOLDING, LLC

Signature: 

Name: GREG KARAS

Title: PRESIDENT

Date: 1/22/09

EXHIBIT "H"  
SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and (High Rise Hoisting & Scaffolding, Inc.) ATLANTIC HOISTING & SCAFFOLDING, LLC (the "Subcontractor") for the SOUTH TOWER.

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$ 3,162,381.25	
Material:	\$ 1,285,000	
Sales Tax:	\$ 107,618.75	
Total Contract Value:		\$4,555,000.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ (High Rise Hoisting & Scaffolding, Inc.)  
ATLANTIC HOISTING & SCAFFOLDING, LLC

Signature: [Handwritten Signature]

Name: GREG KARAS

Title: PRESIDENT

Date: 1/22/09



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Rael Automatic Sprinkler Company, Inc. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$ 7,167,490	
Material:	\$ 1,547,875	
Sales Tax:	\$ 129,635	
Total Contract Value:		\$8,845,000.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ Rael Automatic Sprinkler Company, Inc.

Signature: David M. Israel

Name: David M. Israel

Title: EVP

Date: 9-6-07



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and PAR Plumbing Co. (the "Subcontractor").

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

MISCELLANEOUS (*)	\$	5,180,000.00
Labor:	\$	14,449,000.00
Material:	\$	10,400,000.00
Sales Tax:	\$	871,000.00

Total Contract Value: \$30,900,000 ✓

(\* BOND, SUBS, OVERHEAD, ADDITIONAL INSURANCE)

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ PAR PLUMBING CO.

Signature: James Martone

Name: James Martone

Title: Asst. Treasurer

Date: Jan 21st, 2009

**EXHIBIT "H"**  
**SALES TAX RIDER**

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and REP Heating & Air Conditioning Co., Inc. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.

2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>12,483,026.-</u>	
Material:	\$	<u>5,367,450.-</u>	
Sales Tax:	\$	<u>449,524.-</u>	
Total Contract Value:			<u>\$18,300,000.00</u> ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ REP HEATING & AIR CONDITIONING CO., INC.

Signature: [Handwritten Signature]

Name: GUS CHRONAKIS

Title: PROJECT EXECUTIVE

Date: 9/24/07



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and ASM Mechanical Systems, Inc. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>4,754,000</u>	
Material:	\$	<u>550,000</u>	
Sales Tax:	\$	<u>46,000</u>	
Total Contract Value:			<u>\$5,350,000.00</u> ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ ASM MECHANICAL SYSTEMS, INC.

Signature: 

Name: Richard Miniemi

Title: President

Date: 7/18/07



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Cleaver Brooks (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	_____	→ 502,283.26
Material:	\$	_____	
Sales Tax:	\$	42,716.74	
Total Contract Value:			\$545,000.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ CLEAVER BROOKS

Signature: Edith Swan

Name: EDITH SWAN

Title: Contracts Manager

Date: 01/19/07

EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Miller Proctor Nickolas, Inc. (the "Subcontractor").

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	
Material:	\$	<u>143,022.<sup>00</sup></u>
Sales Tax:	\$	<u>11,978.<sup>00</sup></u>
Total Contract Value:		<u>\$155,000.00</u> ✓

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ MILLER PROCTOR NICKOLAS, INC.

Signature: [Handwritten Signature]

Name: DUNCAN S. MITCHELL

Title: PRESIDENT

Date: OCTOBER 12 2007



EXHIBIT "H"  
SALES TAX RIDER

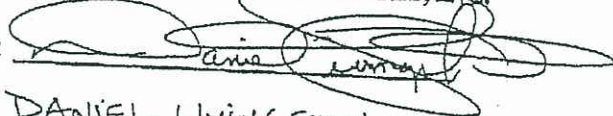
RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Livingston Electrical Associates, Inc. (the "Subcontractor") for Work to Date.

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	1,411,800.00	
Material:	\$	868,465.00	
Sales Tax:	\$	72,735.00	
Total Contract Value:			\$2,353,000.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ LIVINGSTON ELECTRICAL ASSOCIATES, INC.

Signature: 

Name: DANIEL LIVINGSTON

Title: PRESIDENT

Date: 10/2/07



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Livingston Electrical Associates, Inc. (the "Subcontractor") for Work Next Ninety (90) days.

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor: (ESTIMATED) \$ 1,496,040.00

Material: (ESTIMATED) \$ 920,286.00

Sales Tax: (ESTIMATED) \$ 77,074.00

Total Contract Value: \$2,493,400.00 ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ LIVINGSTON ELECTRICAL ASSOCIATES, INC.

Signature: 

Name: DANIEL LIVINGSTON

Title: PRESIDENT

Date: 10/2/07

EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and Livingston Electrical Associates, Inc. (the "Subcontractor") for Balance of Work.

- 1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
- 2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor: (ESTIMATED) \$ 16,592,160.00

Material: (ESTIMATED) \$ 10,206,634.00

Sales Tax: (ESTIMATED) \$ 854,806.00

Total Contract Value: \$27,653,600.00 ✓

- 3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ LIVINGSTON ELECTRICAL ASSOCIATES, INC.

Signature: 

Name: DANIEL LIVINGSTON

Title: PRESIDENT

Date: 10/2/07



EXHIBIT "H"

SALES TAX RIDER

RIDER, by Gotham Construction Company, LLC (the "General Contractor") and New York Light Source Corp. (the "Subcontractor").

1. As used herein, the term "Materials" shall include all materials to be incorporated into the Work and necessary for proper construction and completion of the work under this Subcontract but excluding Subcontractor's construction supplies, tools, and equipment not permanently incorporated in the Work. The Subcontract includes the cost of all Materials provided for by the Subcontractor herein.
2. Subcontractor shall include, with each request for payment, separate itemized invoices for labor and for materials consistent with the schedule of labor and material values as approved by the General Contractor. For requisition purposes, it is hereby agreed that the following amounts have been included in Subcontractor's Contract Price for labor and for materials:

Labor:	\$	<u>N/A</u>	
Material:	\$	<u>2,675,893.89</u>	
Sales Tax:	\$	<u>224,106.11</u>	
Total Contract Value:			\$ <u>2,900,000.00</u> ✓

3. Notwithstanding anything to the contrary contained in the printed portion of this Contract, Subcontractor shall pay all state, Municipal, and/or Federal sales and use taxes, applicable to all materials required to be purchased for proper construction and completion of the Work up to the amount set forth above, and included Materials used for additions or changes approved by the General Contractor pursuant to this Contract. Subcontractor shall be solely responsible for all State, Municipal, and/or Federal sales and use taxes applicable to any Material purchased by Subcontractor to replace any defective or unsatisfactory Materials, at its own cost for its own account.

✓ NEW YORK LIGHT SOURCE CORP.

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

Name: Chad Bornstein

Title: PRESIDENT

Date: 10-6-08



**RIVER PLACE II LLC  
 BROWNFIELD REDEVELOPMENT REPORT (Form DTF-70)  
 REAL PROPERTY TAXES - THRU' DECEMBER 31, 2008**

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<u>Period Covered</u>	<u>Date Paid</u>	Block 1089 <u>Lot 3</u>	Block 1089 <u>Lot 5</u>	<u>Total Payments</u>
1/01 - 6/30/07	12/20/2006	152,514.52		152,514.52
7/01 - 12/31/07	6/27/2007	155,934.74		155,934.74
1/01 - 6/30/08	12/26/2007	125,903.70	30,035.04	155,938.74
7/01 - 12/31/08	6/25/2008	273,723.46	46,857.08	320,580.54
Refund: 2008/09	10/3/2008	<u>(25,082.92)</u>		<u>(25,082.92)</u>
<b><u>TOTALS:</u></b>		<u>682,993.50</u>	<u>76,892.12</u>	<b><u>759,885.62</u></b>