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Buckingham

Taurus

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NYSCEF DOC. NO. 10 Exhibit I

Equity Partner

Development Partner

EXHIBRECTIVED NYSCEF: 03/11/2016

RISK				REWARD		
				Facility	Control &	
Construction	Market Low	Partnership Low	Income High	Improvement High	Optionality High	
Low	Low	Medium	Low	High	Low	

## RISKS

Construction Risk: In both scenarios, CSI absorbs all direct costs in the construction of the CSI condominium, including cost increases associated with below grade subsurface conditions and force majeure events. The development partner absorbs additional risks associated with the management of the development process, while the equity partner would not absorb this risk.

<u>lidarket flisk</u>: In the development partner scenario the partner absorbs all market risks, but saddles CSI with a permanent mortgage of \$8,000,000. In this scenario the development partner must self the units in excess of \$3,000 per net sellable square foot before CSI participates in the waterfall to decrease the permanent mortgage, in the equity partner scenario CSI absorbs all market risk, but the threshold for CSI achieving a break-even (\$2,350 per net sellable square foot ) is substantially lower. In this scenario CSI would have to sell out the units for less than \$1900 per net sellable square foot to achieve an economic result of an \$8,000,000 permanent mortgage.

<u>Fartnership flisk:</u> If there are disputes within the partnership, the exit from the equity partner is clean and simple – the equity partner simply gets paid back. In the development partner scenario it will be extremely difficult and expensive to extract ourselves from the partnership until all condominium units are sold.

## REWARI

Income: In the development partner scenario we will likely be carrying an \$8,000,000 permanent mortgage, which means that the revenue associated with the school lease, ballroom, etc will be consumed in paying down the mortgage. In the equity partner scenario we envision a break even, which means that the net operating proceeds generated by the new facility will provide a source of income to the synagogue.

Facility Improvement: In both scenarios, CSI obtains the same new facility.

Control and Optionality: In the development partner scenario CSI is locked into condo sales from day one. Selling condominiums to third parties limits CSI's future generations in redeveloping the property. The only way to exit this scenario would be to negotiate a very expensive buy-out of all condominium units. In the equity partner scenario CSI can explore selling off condominium units, raising funds to keep apartments for parsonage use, or undertaking a substantial fundraising campaign to pay back the construction loan and provide CSI with a rental building as a long term annuity.