

18-2380

United States Court of Appeals
For the Second Circuit

UNITED STATES OF AMERICA,
Appellee,
NBCUNIVERSAL MEDIA, LLC,
THE NEW YORK TIMES COMPANY,
Intervenors,

v.

SHELDON SILVER,
Defendant-Appellant.

ON APPEAL FROM THE UNITED STATES DISTRICT
COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

REPLY BRIEF FOR DEFENDANT-APPELLANT SHELDON SILVER

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INTRODUCTION

As demonstrated in Mr. Silver’s opening brief, the district court’s conception of the *quid pro quo* required for a valid bribery conviction was flawed in two ways. First, the district court failed to require the critical element of an *agreement*, in the sense that Dr. Taub and the developers made payments to Mr. Silver in order to procure his promise to perform official acts, and Mr. Silver accepted the payments in return for such a promise. Second, by permitting conviction based on “stream” of official acts existing only in the abstract, the district court freed the jury from having to find that the core requirement of *McDonnell v. United States*, 136 S. Ct. 2355 (2016), and 18 U.S.C. § 201—an exchange of payment for *official acts*—was satisfied.

The opening brief further explained that, even setting aside those errors, Mr. Silver is entitled to judgment of acquittal. The timely evidence on the asbestos charges showed, at most, an arrangement to perform undifferentiated and insignificant favors for Dr. Taub, and the evidence on the real estate charges showed only that Mr. Silver accepted payments during the time period that he performed the routine functions of the Speaker of the Assembly. Neither is adequate to prove bribery beyond a reasonable doubt.

The Government’s responses are uniformly unconvincing. The Government contends that Mr. Silver can be convicted of bribery even if his payors were not

paying bribes—an argument that runs contrary to case law, statutory text, and the understanding of the law expressed by the Government itself in other bribery prosecutions. The Government further argues that “stream of benefits” bribery can coexist with *McDonnell*. But it fails to explain how an official can agree to perform official acts—as *McDonnell* concededly requires—without any specification of the nature of the acts to which he is agreeing. And its response to Mr. Silver’s argument that *McDonnell* and § 201 together require identification of particular official acts tortures both the statute and all relevant precedent.

The Government’s take on evidentiary sufficiency only highlights the inadequacy of its case. The asbestos charges rest primarily on the notion that an alleged scheme to trade referrals for grants that Mr. Silver definitively ended in 2007 should be treated as having persisted until after 2010. On the real estate charges, the Government can point only to evidence that Mr. Silver accepted legal referrals that (at most) were intended to cultivate a relationship with him; and that he performed routine official duties while receiving those referrals—with no evidence, direct or circumstantial, of any link between those referrals and Mr. Silver’s routine performance of his official duties.

In the end, the evidence in this case shows nothing more than what the Government repeatedly told the jury sufficed for conviction: that Mr. Silver accepted referrals, then took actions affecting his benefactors with the payments “in any part

of his mind.” Opening Br. 21 (internal quotation marks omitted). That conduct may not be ideal government. But it is up to New York, not federal prosecutors, to decide whether and how to regulate it.

This Court should enter a judgment of acquittal. But at a minimum, the errors below entitle Mr. Silver to a new trial.

ARGUMENT

I. THE DISTRICT COURT’S REFUSAL TO REQUIRE PROOF OF A *QUID PRO QUO* AGREEMENT REQUIRES A NEW TRIAL ON ALL COUNTS

A. A Bribery Theory of Honest Services Fraud or Hobbs Act Extortion Requires Proof of a *Quid Pro Quo* Agreement.

Mr. Silver’s opening brief established that the district court erred by refusing to require the jury to find “a *quid pro quo* agreement,” *United States v. Silver*, 864 F.3d 102, 111 (2d Cir. 2017), to exchange things of value for official acts. *See* Opening Br. 27–36. Instead, the district court erroneously told the jury that it could convict even if the alleged bribe-payors intended only to cultivate a relationship with a powerful politician, with no agreement to obtain official acts in return. This erased the critical element dividing unlawful bribery from lawful political favoritism. *See id.*; *see also, e.g., United States v. Terry*, 707 F.3d 607, 614 (6th Cir. 2013) (Sutton, J.) (“An agreement is the key component of a bribe.”) Moreover, the Government reinforced and compounded the error by repeatedly—and egregiously—misstating the law in its summation. Opening Br. 20–21.

These errors were deeply prejudicial to Mr. Silver in a trial in which the Government's own witnesses uniformly testified that there was no agreement to obtain official acts in exchange for the legal work they referred to Mr. Silver. The jury could easily have credited this testimony, yet convicted Mr. Silver on the erroneous understanding that even benefits provided merely to cultivate a relationship may provide the basis for a bribery conviction. *See* Opening Br. 36–42. That is not the law. A “donor who gives money in the hope of unspecified future assistance does not agree to exchange payments for actions,” meaning there is “[n]o bribe” even if “the elected official later does something that benefits the donor.” *Terry*, 707 F.3d at 613.

The Government insists that Mr. Silver could properly be convicted of bribery for accepting something that was not offered as a bribe, based solely on his unilateral internal intent. *See* Opposition Br. 32 (bribery turns solely on the receiving official's “understanding”). While this notion of bribes that exist solely in a public official's mind is surely expedient in a case in which the Government's own witnesses testified to the absence of any *quid pro quo* agreement, it is a radical departure from established law, and is fatally flawed in multiple ways.

Indeed, the Government's bribery-without-a-bribe view is so novel that it contradicts even the Government's own requested jury charges in other bribery prosecutions. In *United States v. Percoco*, for instance, the Government's Hobbs

Act charge request expressly focused on the payor’s motivation for the alleged bribe: “The Government’s burden is to prove that the promise or performance of *official action* was at least part of *the motivation for the extorted party to give over the property.*” Government’s Requests To Charge 22, *United States v. Percoco*, No. 1:16-cr-0776-VEC (S.D.N.Y. Dec. 8, 2017), ECF No. 379 (emphasis added). Similarly, in *United States v. Skelos*, the Government requested an honest services fraud instruction that likewise focused on whether the alleged payment was *provided* in exchange for official action: “the Government must prove that the thing of value was *provided, at least in part, in exchange for* the promise or performance of Dean Skelos’s *official actions.*” Government’s Proposed Jury Instructions 26, *United States v. Skelos*, No. 1:15-cr-0317-KMW (S.D.N.Y. June 8, 2018), ECF No. 339-1 (emphasis added).

The Government’s arguments in support of its current, unilateral-intent definition of bribery are uniformly untenable. First, the Government dismisses the extensive case law requiring “agreement” on a *quid pro quo* exchange as mere “stray references to the word ‘agreement.’” Opposition Br. 30. But it is not plausible that this Court and the Supreme Court have accidentally, yet repeatedly, added an extraneous element to the offense of bribery. Rather, the agreement requirement is both carefully considered and critical in keeping federal bribery law to its appropriate, narrow sphere. *See* Opening Br. 32–34.

Nor can the Government evade the import of these cases by asserting that courts use “agreement” as shorthand for an official’s receipt of “something of value in exchange for an official act.” Opposition Br. 31–32. Even if true, that understanding—requiring an *exchange*—would support Mr. Silver, not the Government. An official accepts a bribe by accepting something of value when the something is *in exchange for* a promise to perform an official act. Something given for some other reason, like cultivating a relationship, is not *in exchange for* such a promise. Courts aptly describe this two-way street as an “agreement.”

The “agreement” label makes no sense if bribery is (as the Government says) “simply an understanding on the official’s part.” Opposition Br. 32. So it is unsurprising that the Government’s own cases undercut its assertion. For instance, *Ganim* observed that “requiring a jury to find a quid pro quo, as governing law does, ensures that *a particular payment is made* in exchange for a *commitment* to perform official acts.” 510 F.3d at 147 (first emphasis added). That observation would be false in two separate ways if the Government were correct (Opposition Br. 32) that an official commits bribery if he accepts innocent payments with an improper unspoken “understanding”: (1) such a payment is *not* “made in exchange” for official acts, and (2) an official’s unspoken private intent is in no way a “*commitment* to perform official acts.”

The Government next turns to the language of § 201(b)(2), which applies to an official who “corruptly demands, seeks, receives, accepts, or agrees to receive or accept anything of value” “in return for” “being influenced in the performance of any official act.” The inclusion of “agrees to receive or accept,” says the Government, must mean that the “other verbs” do not “import” an agreement element. Opposition Br. 33. This puzzling argument misses the point. The requirement of an agreed exchange comes from “in return for”—as Silver’s brief explained and the Government fails to address—not from “agrees to receive or accept” or the “other verbs.” See Opening Br. 30–31. The language the Government highlights has nothing to do with the agreement requirement (the *pro in quid pro quo*); it simply explains that the *quid* element (the thing of value) is satisfied even if the official does not *actually* “receive or accept” the payment, as long as he agrees to do so.

The Government is likewise incorrect that Mr. Silver’s argument treats different “verbs in the statutory string” differently by adding an agreement requirement to some, but not others. Opposition Br. 34 (citing *United States v. Ring*, 706 F.3d 460 (D.C. Cir. 2013)). The concept of an agreed-upon exchange applies to all of them: just as an official may not “receive,” “accept,” or “agree to receive or accept” a payment made in exchange for official acts, he may not “demand” or “seek” such a payment. Though there may be no *actual* agreement in a “demands

or seeks” case—since demanding a bribe is attempted receipt of a bribe, not actual receipt—the Government itself recognized in *Ring* that what is demanded must be an *agreement*. Specifically, the necessary inquiry is whether the official or putative bribe-giver “attempted to solicit a corrupt *agreement*.” Brief for Appellee 29, *United States v. Ring*, 2012 WL 1564673 (D.C. Cir. May 4, 2012) (emphasis added).

Indeed, the Government’s position, not Mr. Silver’s, creates an anomaly under § 201. The Government says that a provision that punishes “bribery” prohibits *giving* a bribe, *offering* a bribe, *promising* a bribe, *demanding* a bribe, *seeking* a bribe, and . . . accepting an innocent payment with “an understanding on the official’s part that the payment is intended to generate official action by him (or forbearance therefrom).” Opposition Br. 32.

The Government’s position is even less compatible with the Hobbs Act than it is with § 201. The Hobbs Act punishes an official who “extort[s]” “property from another” “under color of official right.” 18 U.S.C. § 1951(a), (b)(2). Extortion requires that the “extortionist” obtain property from a “victim.” *Sekhar v. United States*, 570 U.S. 729, 733–34 (2013) (emphasis added). Determining whether a payor’s property was extorted necessarily turns on the payor’s motivation for handing it over, which is why extortion under color of official right occurs “only if the payments are made” in return for the promise of official action. *McCormick v.*

United States, 500 U.S. 257, 273 (1991). There can be no extortion unless the jury determines that the payments were “extorted” by the promise of official action.

The Government next contends that bribery must not require an agreement because bribery prosecutions can involve a payor (like an undercover agent) who lacks “criminal intent.” Opposition Br. 34. The Government misunderstands the nature of the required agreement, which is formed when “payments are made” (or promised) to obtain a “promise” “by the official to perform . . . an official act,” and accepted by an official who makes such a promise in return. *McCormick*, 500 U.S. at 273. An undercover agent offers payment precisely to obtain the official’s return promise, making the official guilty of bribery. *See id.* It is irrelevant that the agent does not desire to see the official acts carried out.

For the same reason, the Government’s repeated references to a “meeting of the minds” are a red herring. Opposition Br. 31–32. Bribery does not require a subjective “meeting of the minds.” What is necessary is merely a payment offered or made to obtain official action in exchange for the official’s promise or performance of such action. Where such an agreed exchange exists, no “meeting of the minds” is necessary—an exchange of such promises constitutes bribery even if the official, in his heart of hearts, intends to break the promise. *See United States v. Myers*, 692 F.2d 823, 841 (2d Cir. 1982). But the agreed exchange *is* necessary—indeed, it is the *sine qua non* of bribery.

In sum, the Government was required to prove a *quid pro quo* agreement.

B. The Hobbs Act Instruction Was Erroneous.

The Government makes the fallback argument that the Hobbs Act instruction was accurate even if bribery requires an agreement. The district court itself rejected this incorrect reading of its instruction. JA-367. As explained in Mr. Silver’s opening brief, the instruction was shot through with erroneous statements easily understood to mean that payments intended as lawful gratuities were valid bases for conviction. Opening Br. 37–39.

Further, the central theme of the Government’s closing misstated the law in ways that powerfully reinforced these errors, repeatedly telling the jury that the “the only question” was whether Mr. Silver had “the money” “in any part of his mind” “*as he took these actions.*” Opening Br. 21. These misstatements ignored not only the payors’ intent, but the requirement that the official agree to perform an official act “*at the time of the alleged quid pro quo,*” and confirm that the jury was misled. *McDonnell*, 136 S. Ct. at 2371 (emphasis added); *see* Opening Br. 38–39.

The Government contends that the charge was correct because it included one statement addressing whether the payor “was motivated” “by the expectation that as a result of the payment, Mr. Silver would exercise official influence or decision-making.” Opposition Br. 39. Not so. First, even this statement was

incorrect. A bribe is a payment made to obtain an “official act,” not “official influence or decision-making.” *See McDonnell*, 136 S. Ct. at 2371–72.

Second, given the multiple incorrect statements of the law elsewhere in the instruction—and Judge Caproni’s own view that the instruction did not require an agreement—“[a]t best, [the charge] was likely to leave the jury highly confused, that alone being grounds for reversal.” *DeLima v. Trinidad Corp.*, 302 F.2d 585, 587 (2d Cir. 1962).

Moreover, the Government successfully argued that because no agreement was required, Mr. Silver should be precluded from arguing that no agreement existed. JA-397/56, 942/1572. If an agreement was required, Mr. Silver was denied the chance to assert a legitimate defense, requiring vacatur. *See United States v. GAF Corp.*, 928 F.2d 1253, 1263 (2d Cir. 1991).

Finally, the Government does not even purport to defend its decision to repeatedly misinform the jury about what was required to convict Mr. Silver. The Government asserts that Mr. Silver “excerpts” the Government’s arguments “in a misleading manner,” *id.*, but makes no effort to substantiate that claim, nor could it. Mr. Silver’s opening brief identified nine separate points in the Government’s summation that—on the heels of a bewildering and inaccurate charge—grossly misstated what was required for conviction. *See Opening Br.* 20–21. The

Government cannot dismiss those repeated misstatements as mere “excerpts.” Those misleading statements confirm the need for vacatur.

C. The Error Was Not Harmless.

As Mr. Silver demonstrated in his opening brief, a properly-instructed jury could have found that he and Dr. Taub did not enter a corrupt agreement to exchange referrals for official acts.¹ Dr. Taub testified that he did not make referrals “expect[ing] . . . anything in return.” JA-514/372, JA-523/408. Instead, his referrals created a “business relationship” affording “access to Mr. Silver,” JA-490/276—which, in Dr. Taub’s view, provided opportunity to “incentivize” Mr. Silver “to be an advocate for mesothelioma research.” JA-502/325. Providing benefits to an official to cultivate a relationship, even in the hope that the relationship will prove useful, is not unlawful. *Citizens United v. Fed. Election Comm’n*, 558 U.S. 310, 360 (2010).

The Government responds by mischaracterizing the record, asserting that “Dr. Taub testified . . . that he and Silver had an ‘implicit understanding’ that he would exchange mesothelioma referrals for official action.” Opposition Br. 42 (quoting JA-489). That is simply not true. The phrase “implicit understanding” was used only by the prosecutor, not Dr. Taub, who responded that *his* understanding

¹ The Government does not contend that any error was harmless as to the real estate charges.

was that his referrals *created a relationship* with Mr. Silver, enabling Dr. Taub to incentivize him to help mesothelioma patients. JA-489/273–74; *see* JA-489–90/273–276. Not only does that *not* describe a shared understanding, but even Dr. Taub’s unilateral understanding described his referrals as an effort to cultivate a relationship, not a *quid pro quo* exchange for any promise of official action. *See United States v. Sun-Diamond Growers of Cal.*, 526 U.S. 398, 405–06 (1999) (payments to cultivate relationship with official are lawful).

The Government gets no further with Dr. Taub’s statement that Mr. Silver “led [him] to infer” that he wanted referrals. Opposition Br. 43. A public official requesting legal referrals—or a citizen giving something of value to a politician because “he is the most powerful man in New York State,” Opposition Br. 43 (quoting JA-1775)—may not be a model of good government, but it is *legal*. It violates federal bribery law only when the public official agrees to perform official acts in exchange.

Nor is the Government saved by its efforts to infer such an exchange (notwithstanding Dr. Taub’s denial) long before the statute of limitations period in connection with the 2005 and 2006 HCRA grants. *See* Opposition Br. 43. It is undisputed that Mr. Silver made clear in 2007 that no more grants would be approved. At a minimum, that would entitle a rational jury to conclude that any

scheme involving grants did not survive into the limitations period. *See Silver*, 864 F.3d at 122.

The instructional error was not harmless. Mr. Silver is entitled to a new trial on all counts.

II. MR. SILVER’S CONVICTION RESTS ON A “STREAM OF OFFICIAL ACTS” THEORY IMPERMISSIBLE UNDER *McDONNELL*

A. *McDonnell* Does Not Permit Conviction Based on an Official’s Agreement to Perform “Official Acts” in the Abstract.

Lacking official acts it could show Mr. Silver agreed to exchange for referrals—indeed, lacking *any* substantial official acts related to Dr. Taub within the limitations period—the Government relied on a theory that permitted conviction for agreeing to perform a “stream” of unspecified official acts. As demonstrated in Mr. Silver’s opening brief, under *McDonnell* such a wholly abstract “stream” of official acts cannot support conviction. This is so for three reasons.

First, under *McDonnell* a great many official favors are not “official acts,” making it impossible—absent sufficient identification of the nature of the expected acts—to determine whether a general promise of favors is a promise of official acts. *See* Opening Br. 44–45. Second, *McDonnell* makes clear that the Government must prove an “official act” within the meaning of 18 U.S.C. § 201(b).² The Supreme

² *McDonnell* did not say a § 201 “official act” “necessarily” must be proved in every Hobbs Act or honest services case, *Silver*, 864 F.3d at 116 n.67, but such

Court has interpreted the phrase “any official act” elsewhere in § 201 as requiring identification of some particular official act at the time of exchange. *Sun-Diamond*, 526 U.S. at 405–06. Third, *McDonnell*’s language confirms this logic by requiring the Government to “identify” a “specific and focused” matter, and show that the official agreed to “t[ake] an action ‘on’ that” matter “at the time of the alleged *quid pro quo*.” *McDonnell*, 136 S. Ct. at 2368, 2371–72; see Opening Br. 47.

The Government contends that other courts have rejected the argument that *McDonnell* invalidates “stream of benefits” bribery. See Opposition Br. 46–47. But those courts not only did not address many of the legal arguments Mr. Silver raises, but did not address precisely the same issue. In the Government’s lone appellate decision, for example, the *coram nobis* petitioner argued that *McDonnell* does not permit conviction based on a “stream” of any kind. *Woodward v. United States*, 905 F.3d 40, 48 (1st Cir. 2018). Mr. Silver’s argument is not that *no* “stream of official acts” theory is permissible, but rather that *McDonnell* invalidated the pre-*McDonnell* practice of permitting conviction based on agreement to provide a stream of wholly unspecified official favors. If the nature of the acts is sufficiently identified—as in an agreement to provide a series of legislative votes—an agreement to undertake a

an act is mandatory unless the Government presents some alternative limitation “that would allay the constitutional concerns expressed in *McDonnell*.” *Id.* The Government has presented no such limitation here.

stream of such acts would satisfy *McDonnell* even if the precise votes were not identified.

The Government next contends that, contrary to Mr. Silver’s position, it is possible “to determine whether the *quo* was an official act” even if ““the nature of the (allegedly) promised acts”” was not ““identified at the time of the exchange.”” Opposition Br. 48 (quoting Opening Br. 45). But the Government’s own hypothetical is one in which the nature of the promised acts—support for “legislation critical to the executive’s industry”—*is* identified at the time of the exchange. *Id.* That the Government must turn to such an example confirms that it is not possible to agree to a “stream of official acts” divorced from some contemporaneous understanding about the form the acts will take.

The Government likewise stumbles in its response to Mr. Silver’s § 201 argument. According to the Government, *Ganim* rejected the argument that *Sun-Diamond*’s insistence on a particular official act carries over to bribery “under Section 201, the honest services statute, or the Hobbs Act.” Opposition Br. 49. That is purportedly because *Sun-Diamond* turned on a phrase found in § 201(c)(1)(A), “for or because of any official act,” which is “not found in the bribery statute.” Opposition Br. 49.

That is incorrect. First, *Ganim* did not involve a § 201(b) charge, and so did not hold that the requirement of *Sun-Diamond* is inapplicable in § 201(b) cases. *See*

Ganim, 510 F.3d at 136. Second, *Ganim* held that *Sun-Diamond* did not apply to the Hobbs Act or the honest services fraud statute because “*Sun-Diamond*’s holding” was based on the “text of the illegal gratuity statute—“for or because of *any official act*”—and neither the Hobbs Act nor the honest services fraud statute contains “the same express statutory requirement.” *Id.* at 146 (emphasis in original). That reasoning is no longer operative, because *McDonnell* established that Hobbs Act and honest services bribery *do* require an “official act” within the meaning of § 201.

The Government tries to escape that conclusion by arguing that *Sun-Diamond* and *Ganim* turned on the words “for or because of” (a phrase unique to the gratuities statute) rather than the phrase “any official act.” That is plainly wrong. The core reasoning in *Sun-Diamond* was: “The insistence upon an ‘official act,’ carefully defined, seems pregnant with the requirement that some particular act be identified and proved.” *Sun-Diamond*, 526 U.S. at 406. The same phrase in § 201(b), “official act,” insists just as clearly that some particular act be identified and proved in bribery cases.

The Government also argues that in *Sun-Diamond* identification of a specific act was a necessary “limiting principle” to distinguish unlawful from lawful gratuities, but no such limiting principle is necessary in bribery cases. Opposition Br. 50. But neither *Sun-Diamond* nor *Ganim* turned on “limiting principles.” They turned on the phrase “any official act.” *Sun-Diamond*, 526 U.S. at 406; *Ganim*, 510

F.3d at 146. Moreover, the Government’s premise is incorrect. *McDonnell* explains that proof of an official act within § 201 *is* a necessary limiting principle to alleviate constitutional concerns raised by the Hobbs Act and honest services fraud statute. 136 S. Ct. at 2372–73.

Nor does the Government have an answer to *United States v. Bahel*, which it says “simply cites to the discussion in *Ganim*.” Opposition Br. 50 n.14. *Bahel* does not “simply cite[]” *Ganim*, but states that “bribery as codified [in] 18 U.S.C. § 201(b)” requires that “a specific act to be completed must be identified at the time of the promise.” 662 F.3d 610, 635 n.6 (2d Cir. 2011). The Government also errs in arguing, citing *United States v. Alfisi*, 308 F.3d 144 (2d Cir. 2002), that a § 201(c) illegal gratuity can be a lesser-included offense of § 201(b) bribery even if an illegal gratuity requires proof of a particular official act, and bribery does not. Opposition Br. 50 n.15. Nothing in *Alfisi* supports the notion that a lesser included offense may contain a required element that is not a required element of the greater offense. *United States v. LoRusso*, 695 F.2d 45, 52 n.3 (2d Cir. 1982).

The Government’s contention that “profound negative consequences” will follow if “stream of benefits” bribery is allowed to expire aims at a straw man. Opposition Br. 51. If an official is “put on ‘retainer’” for actions of a nature that makes them official acts—such as future legislative votes—then the official has committed bribery. *Id.* at 51. But an official has *not* committed bribery if he merely

agrees to dispense future *unspecified* favors. Any other rule would gut *McDonnell*'s limitation of bribery liability to an official who “agree[s] to perform an ‘official act’ at the time of the alleged *quid pro quo*.” *McDonnell*, 136 S. Ct. at 2371. Strict observance of this rule may make certain prosecutions more difficult—but, as *McDonnell* made clear, that is an intended consequence. *See id.* at 2372–73.

B. Mr. Silver Is Entitled to Judgment of Acquittal Under *McDonnell*.

The district court's error in permitting the jury to convict based on an unspecified stream of official acts was not only not harmless, but Mr. Silver is entitled to judgment of acquittal under a proper reading of *McDonnell*. No rational jury could have concluded that he “agreed to perform” any acts identifiable as “official” “at the time of the alleged *quid pro quo*” exchanges. *Id.* at 2371; *see* Opening Br. 47–53.

Mr. Silver's opening brief explained that, on the asbestos charges, no rational jury could have convicted him of a scheme to exchange HCRA grants for referrals because Mr. Silver definitively ended any such scheme well outside the limitations period. *See* Opening Br. 48. As for timely conduct, no rational jury could have concluded that Mr. Silver's performance of routine favors in recommending Jonathan Taub and offering advice about “Miles for Meso” qualified as official acts. *Id.* at 49–50. And the Resolution and Proclamation were not the subject of any

exchange, but were undertaken on the spur of the moment. *See McDonnell*, 136 S. Ct. at 2371; Opening Br. 50.

The Government is left to argue that an alleged 2005–06 scheme to “exchange referrals for HCRA grants” continued into the limitations period because, in May 2010, Mr. Silver received one payment from his law firm linked to a client referred by Dr. Taub before the second HCRA grant. *See* Opposition Br. 55–56. The Government—which never argued this theory to the jury—cites no authority for its extraordinary suggestion that this trickle of compensation from a third party (Mr. Silver’s law firm)³ can support a conviction for an alleged arrangement that Mr. Silver terminated years earlier. Indeed, the Government’s reliance on this payment serves only to highlight the absence of any even arguable official-act *quid pro quo* within the limitations period.

The district court properly charged the jury that a Hobbs Act conviction required proof that Mr. Silver obtained *leads* from Dr. Taub within the limitations period, JA-1148/2063, 1145/2051. Accordingly, no rational jury could have relied on a law firm payment to find a Hobbs Act violation within the limitations period.

³ The payment was for \$18,841.86, out of \$461,744.57 in fees Mr. Silver earned in connection with this client. *See* Opposition Br. Add. 4; JA-1840. Mr. Silver received payments in piecemeal fashion, spread across hundreds of disbursements over the course of years, because asbestos cases were brought against multiple defendants who entered settlement agreements at different times. JA-620–21/665–673.

The Government has no more luck with mail or wire fraud, which—as the district court charged the jury—required proof of a timely mailing or wire in furtherance of the scheme to defraud. JA-1148/2063. To begin, the jury was instructed that it had to find a timely wire or mailing listed in the Government’s bill of particulars—which did not include the May 2010 payment as a mailing or wire. See JA-1144/2048–49; Bill of Particulars, *United States v. Silver*, No. 1:15-cr-0083-VEC (S.D.N.Y. Aug. 14, 2015), ECF No. 48; Second Bill of Particulars, *United States v. Silver*, No. 1:15-cr-0093-VEC (S.D.N.Y. Sept. 29, 2015), ECF No. 59;⁴ *United States v. Murray*, 297 F.2d 812, 819 (2d Cir. 1962) (Government is “strictly limited to proving what it has set forth in” the bill of particulars).

In any event, any alleged scheme to defraud New York citizens of Mr. Silver’s honest services by trading grants for referrals ended when Mr. Silver definitively ceased to provide the grants or accept referrals for the grants. Mr. Silver’s occasional receipt of referral fees well into the future was the “*result*” of the alleged scheme, not a continuation of it. *United States v. Grimm*, 738 F.3d 498, 503 (2d Cir. 2013) (payments “of undetermined number” and “prolonged beyond the near future” after the “concerted action” of co-conspirators has ended do not render the conspiracy

⁴ These Bills of Particulars were filed prior to Mr. Silver’s first trial. The Bill of Particulars used in connection with Mr. Silver’s second trial was materially identical but was not docketed.

ongoing); *see United States v. Kerik*, 615 F. Supp. 2d 256, 269 (S.D.N.Y. 2009) (an “honest services scheme necessarily terminate[s]” when the official can no longer “peddle” “influence”); *cf. SEC v. Cohen*, --- F. Supp. 3d ---, 2018 WL 3455403, at *11 (E.D.N.Y. July 12, 2018) (“The statute of limitations runs from when Defendants allegedly engaged in misconduct, not when they received compensation in connection with that misconduct.”). Nor does the May 2010 payment fall within one of the “several exceptions” to the rule that mailings or wires postdating a scheme do not “further” it. Elena De Santis, *Mail and Wire Fraud*, 55 Am. Crim. L. Rev. 1447, 1456–57 (2018) (collecting cases).

Nor could a rational jury could have convicted on the Government’s fallback theory that Mr. Silver agreed to assist with “Miles for Meso” in exchange for referrals. Mr. Silver agreed to help Dr. Taub by explaining how to obtain permits—nothing more, *see* Opening Br. 49–50; JA-1774, and the Government makes no effort to show that this involved the kind of “formal exercise of governmental power” that *McDonnell* requires. *McDonnell*, 136 S. Ct. at 2372; *see* Opposition Br. 13–14, 56.

On the real estate charges, there is no evidence—*none*—to distinguish Mr. Silver’s actions from lawful conduct. There was no direct evidence that Mr. Silver agreed to exchange PACB approvals or rent legislation votes for tax certiorari work, and every Government witness with knowledge denied that any such exchange

occurred. *See* Opening Br. 15–16, 50–53. Circumstantial evidence was likewise non-existent, in that there was no evidence Mr. Silver promised anything to the developers or took any action that suggested any arrangement with the developers. PACB approvals were perfunctory, and there was no evidence that Mr. Silver even communicated with his designee regarding tax-exempt financing applications. Opening Br. 51–52. Similarly, renewal of 421-a in the 2011 Rent Act was inevitable. On legislation that was not a foregone conclusion, Mr. Silver voted against the developers’ interests “almost without exception.” Opening Br. 52–53. And, of course, the developers did not even know that Mr. Silver was receiving fees until after the 2011 Rent Act was passed.

In short, Mr. Silver performed the routine functions of the Speaker of the Assembly—approving (through a designee) routine PACB items and voting on rent legislation—while receiving benefits from the developers. No evidence so much as suggests that Mr. Silver favored the developers in any way. Being paid while being Speaker, which is all the evidence showed, does not provide a basis for inferring an unlawful exchange. *See United States v. Cassese*, 428 F.3d 92, 98 (2d Cir. 2005) (when evidence is as consistent with innocence as with guilt, acquittal must follow).

The Government’s response bespeaks an incorrect view that Mr. Silver can be convicted if he received payments for less-than-honorable reasons. The Government points to evidence that Mr. Litwin, on learning Mr. Silver was receiving fees in

December 2011, was “concerned” there could be “repercussions legislatively” if the fees stopped. Opposition Br. 56. This testimony cuts *against* the Government by linking payments not to any unlawful exchange, but to Mr. Litwin’s awareness of Mr. Silver’s power as a legislator—*i.e.*, his official position. A payor’s generalized concern that *not* making payments will incur a politician’s disfavor is just the flip side of a payor’s generalized hope that *making* payments will gain the politician’s favor. *See, e.g., Terry*, 707 F.3d at 613. Mr. Litwin’s concern provides no basis for inferring that post-2011 referrals were meant as bribes or accepted as such.

Under a proper understanding of *McDonnell*, Mr. Silver is entitled to judgment of acquittal.

III. ***McDONNELL* REQUIRES REVERSAL EVEN IF A “STREAM OF OFFICIAL ACTS” CAN EXIST IN THE ABSTRACT**

McDonnell requires, at a minimum, evidence sufficient to show (1) a “stream” specific to *official acts*, and (2) that the official agreed to provide the “stream” at the time of the alleged *quid pro quo*, not later. *McDonnell*, 136 S. Ct. at 2371–72. Under this standard, Mr. Silver is entitled to judgment of acquittal.⁵

Mr. Silver’s opening brief explained that, as to the asbestos charges, no rational jury could have found that Mr. Silver agreed to provide a stream of official

⁵ Mr. Silver’s argument is not (as the Government suggests) linked to his claim of instructional error on the agreement requirement, *see* Opposition Br. 53; it is that, instructional error aside, he is entitled to judgment of acquittal under any plausible reading of *McDonnell*. *See* Opening Br. 24–25, 53–54.

acts for referrals based on conduct within the limitations period. *See* Opening Br. 55–56. The timely acts identified by the Government consisted of trivial courtesies and one “*de minimis*” official act (the Resolution and Proclamation) that Mr. Silver decided to perform at the last minute, not at the time of the alleged *quid pro quo*. *Silver*, 864 F.3d at 121–22; *see* Opening Br. 48–50, 55–56.

Rather than rely on timely conduct, the Government primarily argues that there is “overwhelming” evidence that “the scheme” originally involving the exchange of HCRA grants for referrals continued into the limitations period, with Mr. Silver’s acts taking different forms after the grants ended. Opposition Br. 44; *see id.* at 11–14, 53. That misses the point. Even if a jury could have inferred an ongoing arrangement to perform a stream of undifferentiated favors for referrals, *McDonnell* required the Government to prove an ongoing arrangement to provide a stream of benefits specific to *official acts*. No such arrangement can be inferred from the grab bag of minor favors Mr. Silver actually performed within the limitations period, and the Government has identified no other basis for concluding that one existed.

The evidence was also insufficient on the real estate charges. As explained in Point II.B., *supra*, and Mr. Silver’s opening brief, the evidence established only that Mr. Silver accepted benefits from the developers at the same time he performed the routine functions of the Speaker. *See* Opening Br. 57. There was literally no

evidence that Mr. Silver agreed to provide a stream of official acts in exchange for tax certiorari work.

The Government's contrary arguments fail. The Government's basic contention is that a rational jury could infer guilt based on testimony that the developers sent tax certiorari work to Goldberg because they did not want to "alienate" Mr. Silver and thus "risk losing the favorable official action on which they relied." Opposition Br. 54. But making a payment to avoid alienation is the flip side of making a payment to produce ingratiation, and a payment made to ingratiate is not bribery. Without more, a jury could not infer that tax work was given or accepted in return for official acts.

The Government argues that this "more" comes from the "temporal relationship between the payments to Silver and the actions he took." Opposition Br. 54. This argument relies on mischaracterization and omission of record evidence and utterly implausible inferences:

(a) The Government touts that "Goldberg received additional business from Glenwood each year Silver approved real estate legislation." Opposition Br. 55. The Government fails to mention that Goldberg's business with Glenwood "increased steadily between 2000 and 2014" (from two buildings to 17), with Goldberg receiving new buildings *throughout* that period; there was nothing special about years coinciding with rent legislation. JA-785/1088; *see* JA-784–85/1082–87.

(b) According to the Government, Mr. Silver “asked Glenwood to sign off on ongoing payments” in December 2011, six months after the Rent Act and within “days” of opposing a planned methadone clinic near a Glenwood building (concededly not an official act). Opposition Br. 55 (citing JA-757, 826). This appears to refer to Mr. Silver’s December 2011 *disclosure* to Glenwood that he was receiving referral fees. *See* JA-757/977, 826/1250. At no point did Mr. Silver “ask” anyone to approve ongoing payments; the Government’s basis for asserting otherwise is unclear. *See id.* In any event, the undisputed record makes clear that the disclosure occurred in December 2011 because that is when Jay Arthur Goldberg, prompted by a change to attorney ethics rules, “prepared new retention agreements” for the developers “notifying them formally that Mr. Silver was participating” in fee-sharing. JA-897/1391; *see* JA-757/976–77, 826/1251, 896–97/1387–1393.

(c) The Government contends that “Glenwood steered six new buildings to Goldberg” in late January 2012, “days” after Mr. Silver signed the so-called “secret side letter” disclosing his fee arrangement to Goldberg. Opposition Br. 17, 55.

First, the assertion that Goldberg received six new buildings in January 2012 is false. Goldberg received two new buildings. *See* JA-776/1052 (from 16 buildings in 2011 to 18 in 2012); GX 703-1, Add. 001 (listing lot designations for new buildings); GX-750A, Add. 005 (showing that these lot designations correspond to

two buildings, not six). As to timing, the Government omits that Glenwood *invariably* sent tax forms to its attorneys between late January and mid-February, because tax protests were due in early March. *See* JA-774–75/1045–46; GX 750A, Add. 002–17 (compare “Mailed to Attorney” date and “Due Date”).

In addition, the Government’s argument is nonsensical on its own terms—neither of the purportedly linked events is a *quo*. Business sent to Goldberg and the referral fees memorialized in the “secret side letter” were, on the Government’s telling, the *quid*. Showing temporal proximity between the *quid* and a letter relating to the *quid* does not show a *quid pro quo*.

The Government’s repeated invocation of the “secret side letter,” *see* Opposition Br. 17, 55, 56, illustrates its reliance on innuendo instead of evidence. The letter simply disclosed to Glenwood (as required by Goldberg’s ethical obligations) that Mr. Silver was sharing fees. JA-897/1391–92, 1777. The Government calls the letter “secret” because it was not publicly disclosed and Glenwood’s Vice President of Finance, Michael Hoenig, did not know about it. Opposition Br. 17; JA-826/1252. But businesses do not make a habit of publicly disclosing their legal fee arrangements, JA-868/1276, and Glenwood’s other officers routinely “decided Glenwood’s financial arrangements with . . . tax cert firms” without consulting Mr. Hoenig, JA-783/1078. The so-called “secret side letter” provides baseless innuendo but no evidence of any unlawful agreement.

(d) Finally, the Government argues that PACB financing was approved in October 2011 and October 2012, “two months before and 10 months after his signature of the secret side letter.” Opposition Br. 55. The suggestion that the October 2011 PACB approval somehow prompted the December 2011 disclosure letter is demonstrably false; as explained, the letter was signed in December 2011 because that is when Jay Arthur Goldberg disclosed the arrangement to Glenwood.

The purported connection between the 2011 letter and the October 2012 PACB approval is likewise ludicrous. Mr. Silver’s designee (with whom he never communicated about approvals) voted to approve financing (of a type never denied in the PACB’s four-decade existence) nearly a year after Mr. Silver and Glenwood signed a disclosure form memorializing an existing fee-sharing arrangement. If that is evidence of bribery—let alone evidence on which a jury could find a *quid pro quo* beyond a reasonable doubt—any state official who accepts professional fees permitted by state law is at risk of federal prosecution.

Under any plausible understanding of *McDonnell*, and independent of any instructional error, Mr. Silver is entitled to judgment of acquittal.

CONCLUSION

For the foregoing reasons, this Court should, at a minimum, vacate the judgment and remand for a new trial.

Dated: New York, NY
December 3, 2018

/s/ Meir Feder

Meir Feder

Samidh Guha

James Loonam

Conor Reardon

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Appellant Sheldon Silver*

CERTIFICATE OF COMPLIANCE

1. The undersigned counsel of record for Defendant-Appellant certifies pursuant Federal Rule of Appellate Procedure 32(a)(7)(C) that the foregoing brief contains 6,987 words, excluding the parts of the brief exempted by Federal Rule of Appellate Procedure 32(a)(7)(B)(iii).

2. This brief complies with the typeface requirements of Federal Rule of Appellate Procedure 32(a)(5) and the type style requirements of Federal Rule of Appellate Procedure 32(a)(6) because the brief has been prepared in a proportionally spaced typeface in fourteen-point type.

/s/ Meir Feder
Meir Feder

Dated: December 3, 2018

Addendum

Dara Iryami

From: Michael Hoenig <MHoening@glenwoodnyc.com>
Sent: Tuesday, January 31, 2012 3:55 PM
To: dara@goldberg-taxcert.com
Subject: RE: New Properties

YES

From: Dara [<mailto:dara@goldberg-taxcert.com>]
Sent: Tuesday, January 31, 2012 3:53 PM
To: Michael Hoenig
Subject: RE: New Properties

Was 60th Street purchased in 2011 as well?

Jay Arthur Goldberg, PC
42 Broadway, Suite 1744
New York, NY 10004
(212) 344-1048

info@goldberg-taxcert.com

From: Michael Hoenig [<mailto:MHoening@glenwoodnyc.com>]
Sent: Tuesday, January 31, 2012 12:22 PM
To: info@goldberg-taxcert.com
Subject: New Properties

Jay & Dara,

As discussed with Charlie Dorego, the block & Lots for the new properties that you will be handling for us is as follows:

1037-26
1037-28
1037-30
1037-33
1037-34
1132-21

Michael E. Hoenig
Vice President of Finance
Glenwood Management Corp.
1200 Union Turnpike
New Hyde Park, NY 11040

Phone: 718.831.3463 (Direct)
718.343.6400 (Main)
Fax: 516.328.2757
Email: mhoening@glenwoodnyc.com

	CONTROL SHEET					
	TC-101 2014/2015					
	DUE DATE:3/3/14				TC-201 due 3/24/14	
		TYPED	MAILED			
		COPY	TO ATTORNEY*	ATTORNEY		
PROPERTY	BLOCK-LOT					
TRIBECA	16-221		01/28/14	POLLACK		
LIBERTY PLAZA	42-22		01/28/14	STROOCK	File TC-201 2013	File TC-201 2013;Fedex to Attorney 3/4/14
BARCLAY TOWER	88-14		01/28/14	STROOCK	File TC-201 2013	File TC-201 2013;Fedex to Attorney 3/4/14
326 WEST 37TH ST	760-58		01/28/14	POLLACK		
328 WEST 37TH ST	760-59		01/28/14	POLLACK		
330 WEST 37TH ST	760-60		01/28/14	POLLACK		
EMERALD GREEN	761-43		01/28/14	POLLACK	File TC-201 2013	File TC-201 2013;Fedex to Attorney 2/26/14
CRYSTAL GREEN	762-60		01/28/14	POLLACK		
PARAMOUNT TOWER	919-14		01/28/14	POLLACK	File TC-201 2013	File TC-201 2013;Fedex to Attorney 2/26/14
246 E. 39TH STREET	919-35		01/28/14	POLLACK		
REGENT	1113-1		01/30/14	GOLDBERG	File TC-201 2013	File TC-201 2013;Fedex to Attorney 2/26/14
GRAND TIER	1117-1		01/28/14	POLLACK	File TC-201 2013	File TC-201 2013;Fedex to Attorney 3/11/14
WEST 60TH REALTY LLC	1132-21		01/28/14	POLLACK	was Goldberg	
WEST 62ND STREET GARAGE LLC	1132-30		01/28/14	STROOCK		
WEST 62ND STREET LLC	1132-35		01/28/14	STROOCK		
BELMONT	1338-40		01/30/14	GOLDBERG	File TC-201 2013	File TC-201 2013;Fedex to Attorney 2/26/14
BRISTOL	1348-49		01/28/14	POLLACK	File TC-201 2013	File TC-201 2013;Fedex to Attorney 3/11/14
BAMFORD	1349-14		01/30/14	GOLDBERG	File TC-201 2013	File TC-201 2013;Fedex to Attorney 2/26/14
FAIRMONT	1449-3		01/28/14	POLLACK	File TC-201 2013	File TC-201 2013;Fedex to Attorney 2/26/14
LUCERNE	1453-27		01/30/14	GOLDBERG	File TC-201 2013	File TC-201 2013;Fedex to Attorney 2/26/14
425 REALTY	1467-18		01/30/14	GOLDBERG		
SOMERSET	1467-21		01/28/14	POLLACK	File TC-201 2013	File TC-201 2013;Fedex to Attorney 2/26/14
STRATFORD	1468-21		01/28/14	STROOCK	File TC-201 2013	File TC-201 2013;Fedex to Attorney 2/26/14
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60 EAST 86TH ST OWNERS	1497-49		01/28/14	POLLACK		
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345 EAST 103RD ST.	1675-21		01/28/14	POLLACK		
347 EAST 103RD ST.	1675-22		01/28/14	POLLACK		
BRIAR HILL	5909-825		01/30/14	GOLDBERG		
CAROLE GARDENS	9710-94		01/30/14	GOLDBERG		

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328 WEST 37TH ST	760-59			POLLACK	
330 WEST 37TH ST	760-60			POLLACK	
EMERALD GREEN	761-43			POLLACK	File TC-201 2012
334-36 WEST 39TH ST	762-60			POLLACK	
PARAMOUNT TOWER	919-14			POLLACK	File TC-201 2012
246 E. 39TH STREET	919-35			POLLACK	
GRAND TIER	1117-1			POLLACK	File TC-201 2012
BRISTOL	1348-49			POLLACK	File TC-201 2012
FAIRMONT	1449-3			POLLACK	File TC-201 2012
SOMERSET	1467-21			POLLACK	File TC-201 2012
PAVILION	1488-1			POLLACK	File TC-201 2012
"	1488-13			POLLACK	"
"	1488-45			POLLACK	"
ANDOVER	1568-21			POLLACK	File TC-201 2012
CAMBRIDGE	1581-49			POLLACK	File TC-201 2012
HAMPTON CT	1674-1001			POLLACK	
HAMPTON CT - CF	1674-1002			POLLACK	
327-329 EAST 103RD ST.	1675-17			POLLACK	
331-333 EAST 103RD ST.	1675-19			POLLACK	
345 EAST 103RD ST.	1675-21			POLLACK	
347 EAST 103RD ST.	1675-22			POLLACK	
LIBERTY PLAZA	42-22			STROOCK	File TC-201 2012
BARCLAY TOWER	88-14			STROOCK	File TC-201 2012
WEST 62ND STREET GARAGE LLC	1132-30			STROOCK	
WEST 62ND STREET LLC	1132-35			STROOCK	
STRATFORD	1468-21			STROOCK	File TC-201 2012
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CONTROL SHEET TC-101 2012/2013 DUE DATE:3/1/12						TC-201 due 3/26/12
PROPERTY	BLOCK-LOT	TYPED COPY	Notarized	MAILED TO ATTORNEY*	ATTORNEY	
TRIBECA	16-221			01/30/12	POLLACK	
LIBERTY PLAZA	42-22			01/26/12	STROOCK	File TC-201 2011;FedeX to Attorney 2/21/12
BARCLAY TOWER	88-14			01/26/12	STROOCK	File TC-201 2011;FedeX to Attorney 3/1/12
326 WEST 37TH ST	760-58			01/30/12	POLLACK	
328 WEST 37TH ST	760-59			01/30/12	POLLACK	
330 WEST 37TH ST	760-60			01/30/12	POLLACK	
EMERALD GREEN	761-43			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 3/1/12
334-36 WEST 39TH ST	762-60			01/30/12	POLLACK	
PARAMOUNT TOWER	919-14			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 3/1/12
246 E. 39TH STREET	919-35			01/30/12	POLLACK	
WEST 46TH STREET LLC	1037-26			02/07/12	GOLDBERG	
WEST 46TH STREET LLC	1037-28			02/07/12	GOLDBERG	
WEST 46TH STREET LLC	1037-30			02/07/12	GOLDBERG	
WEST 46TH STREET LLC	1037-33			02/07/12	GOLDBERG	
WEST 46TH STREET LLC	1037-34			02/07/12	GOLDBERG	
REGENT	1113-1			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
GRAND TIER	1117-1			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 3/1/12
WEST 60TH REALTY LLC	1132-21			02/07/12	GOLDBERG	
WEST 62ND STREET GARAGE LLC	1132-30			01/26/12	STROOCK	
WEST 62ND STREET LLC	1132-35			01/26/12	STROOCK	
BELMONT	1338-40			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
BRISTOL	1348-49			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 3/1/12
BAMFORD	1349-14			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
FAIRMONT	1449-3			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 2/21/12
LUCERNE	1453-27			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
425 REALTY	1467-18			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
SOMERSET	1467-21			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 2/21/12
STRATFORD	1468-21			01/26/12	STROOCK	File TC-201 2011;FedeX to Attorney 2/21/12
PAVILION	1488-1			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 3/1/12
"	1488-13			01/30/12	POLLACK	"
"	1488-45			01/30/12	POLLACK	"
MARLOWE	1510-20			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
207-213 E.94TH ST	1540-6			01/26/12	GOLDBERG	
ANDOVER	1568-21			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 2/21/12
HAMILTON	1570-21			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
1737 YORK	1570-24			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 3/5/12
BARCLAY	1571-22			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
"	1571-30			01/26/12	GOLDBERG	"
91ST REALTY	1571-34			01/26/12	GOLDBERG	
BRITTANY	1573-22			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 3/5/12
CALDWELL	1577-1			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
CAMBRIDGE	1581-49			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 2/21/12
HAMPTON CT	1674-1001			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 3/1/12
HAMPTON CT - CF	1674-1002			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 3/1/12
327-329 EAST 103RD ST.	1675-17			01/30/12	POLLACK	
331-333 EAST 103RD ST.	1675-19			01/30/12	POLLACK	
345 EAST 103RD ST.	1675-21			01/30/12	POLLACK	
347 EAST 103RD ST.	1675-22			01/30/12	POLLACK	
BRIAR HILL	5909-825			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 3/5/12
CAROLE GARDENS	9710-94			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12

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WEST 46TH STREET LLC	1037-26			02/07/12	GOLDBERG	
WEST 46TH STREET LLC	1037-28			02/07/12	GOLDBERG	
WEST 46TH STREET LLC	1037-30			02/07/12	GOLDBERG	
WEST 46TH STREET LLC	1037-33			02/07/12	GOLDBERG	
WEST 46TH STREET LLC	1037-34			02/07/12	GOLDBERG	
REGENT	1113-1			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
WEST 60TH REALTY LLC	1132-21			02/07/12	GOLDBERG	
BELMONT	1338-40			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
BAMFORD	1349-14			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
LUCERNE	1453-27			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
425 REALTY	1467-18			01/26/12	GOLDBERG	
MARLOWE	1510-20			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
207-213 E.94TH ST	1540-6			01/26/12	GOLDBERG	
HAMILTON	1570-21			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
1737 YORK	1570-24			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 3/5/12
BARCLAY	1571-22			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
"	1571-30			01/26/12	GOLDBERG	"
91ST REALTY	1571-34			01/26/12	GOLDBERG	
BRITTANY	1573-22			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 3/5/12
CALDWELL	1577-1			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
BRIAR HILL	5909-825			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 3/5/12
CAROLE GARDENS	9710-94			01/26/12	GOLDBERG	File TC-201 2011;FedeX to Attorney 2/21/12
TRIBECA	16-221			01/30/12	POLLACK	
326 WEST 37TH ST	760-58			01/30/12	POLLACK	
328 WEST 37TH ST	760-59			01/30/12	POLLACK	
330 WEST 37TH ST	760-60			01/30/12	POLLACK	
EMERALD GREEN	761-43			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 3/1/12
334-36 WEST 39TH ST	762-60			01/30/12	POLLACK	
PARAMOUNT TOWER	919-14			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 3/1/12
246 E. 39TH STREET	919-35			01/30/12	POLLACK	
GRAND TIER	1117-1			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 3/1/12
BRISTOL	1348-49			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 2/21/12
FAIRMONT	1449-3			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 2/21/12
SOMERSET	1467-21			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 2/21/12
PAVILION	1488-1			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 3/1/12
"	1488-13			01/30/12	POLLACK	"
"	1488-45			01/30/12	POLLACK	"
ANDOVER	1568-21			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 2/21/12
CAMBRIDGE	1581-49			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 2/21/12
HAMPTON CT	1674-1001			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 3/1/12
HAMPTON CT - CF	1674-1002			01/30/12	POLLACK	File TC-201 2011;FedeX to Attorney 3/1/12
327-329 EAST 103RD ST.	1675-17			01/30/12	POLLACK	
331-333 EAST 103RD ST.	1675-19			01/30/12	POLLACK	
345 EAST 103RD ST.	1675-21			01/30/12	POLLACK	
347 EAST 103RD ST.	1675-22			01/30/12	POLLACK	
LIBERTY PLAZA	42-22			01/26/12	STROOCK	File TC-201 2011;FedeX to Attorney 2/21/12
BARCLAY TOWER	88-14			01/26/12	STROOCK	File TC-201 2011;FedeX to Attorney 3/1/12
WEST 62ND STREET GARAGE LLC	1132-30			01/26/12	STROOCK	
WEST 62ND STREET LLC	1132-35			01/26/12	STROOCK	
STRATFORD	1468-21			01/26/12	STROOCK	File TC-201 2011;FedeX to Attorney 2/21/12

		CONTROL SHEET TC-101 2011/2012 DUE DATE:3/1/11				TC-201 due 3/24/11
PROPERTY	BLOCK-LOT	TYPED COPY	Notarized	MA LED TO ATTORNEY*	ATTORNEY	
TRIBECA	16-221			02/08/11	POLLACK	
LIBERTY ST	42-22			02/08/11	STROOCK	
6-12 BARCLAY STREET	88-14			02/08/11	STROOCK	
326 WEST 37TH ST	760-58			02/08/11	POLLACK	
328 WEST 37TH ST	760-59			02/08/11	POLLACK	
330 WEST 37TH ST	760-60			02/08/11	POLLACK	
310-328 WEST 38TH ST	761-43			02/08/11	POLLACK	
334-36 WEST 39TH ST	762-60			02/08/11	POLLACK	
PARAMOUNT TOWER	919-14	03/04/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
246 E. 39TH STREET	919-35			02/08/11	POLLACK	
REGENT	1113-1	03/03/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
GRAND TIER	1117-1	03/03/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
WEST 62ND STREET GARAGE LLC	1132-30			02/24/11	STROOCK	
WEST 62ND STREET LLC	1132-35			02/24/11	STROOCK	
BELMONT	1338-40	03/02/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
BRISTOL	1348-49	02/16/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
BAMFORD	1349-14	02/14/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
FA RMONT	1449-3	02/17/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
LUCERNE	1453-27	02/14/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
425 REALTY	1467-18	02/14/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
SOMERSET	1467-21	02/17/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
STRATFORD	1468-21	02/17/11		02/08/11	STROOCK	File TC-201 2010;FedeX to Attorney 2/24/11
PAV LION	1488-1	03/03/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
"	1488-13	"		02/08/11	POLLACK	"
"	1488-45	"		02/08/11	POLLACK	"
MARLOWE	1510-20	02/17/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
207-213 E 94TH ST	1540-6			02/08/11	GOLDBERG	
ANDOVER	1568-21	02/11/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
HAMILTON	1570-21	02/23/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
1737 YORK	1570-24			02/08/11	GOLDBERG	
BARCLAY	1571-22	02/22/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
"	1571-30	"		02/08/11	GOLDBERG	"
91ST REALTY	1571-34			02/08/11	GOLDBERG	
BRITTANY	1573-22			02/08/11	GOLDBERG	
CALDWELL	1577-1	02/11/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
CAMBRIDGE	1581-49	02/23/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
HAMPTON CT	1674-1001			02/08/11	POLLACK	
HAMPTON CT - CF	1674-1002			02/08/11	POLLACK	
327-329 EAST 103RD ST.	1675-17			02/08/11	POLLACK	
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345 EAST 103RD ST.	1675-21			02/08/11	POLLACK	
347 EAST 103RD ST.	1675-22			02/08/11	POLLACK	
BRIAR H LL	5909-825			02/08/11	GOLDBERG	
CAROLE GARDENS	9710-94			02/08/11	GOLDBERG	
* BY FEDEX						
		CONTROL SHEET TC-101 2011/2012 DUE DATE:3/1/11				TC-201 due 3/24/11
PROPERTY	BLOCK-LOT	TYPED COPY	Notarized	MA LED TO ATTORNEY*	ATTORNEY	
REGENT	1113-1	03/03/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
BELMONT	1338-40	03/02/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
BAMFORD	1349-14	02/14/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
LUCERNE	1453-27	02/14/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
425 REALTY	1467-18	02/14/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
MARLOWE	1510-20	02/17/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
207-213 E 94TH ST	1540-6			02/08/11	GOLDBERG	
HAMILTON	1570-21	02/23/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
1737 YORK	1570-24			02/08/11	GOLDBERG	
BARCLAY	1571-22	02/22/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
"	1571-30	"		02/08/11	GOLDBERG	"
91ST REALTY	1571-34			02/08/11	GOLDBERG	
BRITTANY	1573-22			02/08/11	GOLDBERG	
CALDWELL	1577-1	02/11/11		02/08/11	GOLDBERG	File TC-201 2010;FedeX to Attorney 3/4/11
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TRIBECA	16-221			02/08/11	POLLACK	
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334-36 WEST 39TH ST	762-60			02/08/11	POLLACK	
PARAMOUNT TOWER	919-14	03/04/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
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GRAND TIER	1117-1	03/03/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
BRISTOL	1348-49	02/16/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
FA RMONT	1449-3	02/17/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
SOMERSET	1467-21	02/17/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
PAV LION	1488-1	03/03/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
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ANDOVER	1568-21	02/11/11		02/08/11	POLLACK	File TC-201 2010;FedeX to Attorney 3/7/11
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345 EAST 103RD ST.	1675-21			02/08/11	POLLACK	
347 EAST 103RD ST.	1675-22			02/08/11	POLLACK	
LIBERTY ST	42-22			02/08/11	STROOCK	
6-12 BARCLAY STREET	88-14			02/08/11	STROOCK	
STRATFORD	1468-21	02/17/11		02/08/11	STROOCK	File TC-201 2010;FedeX to Attorney 2/24/11

CONTROL SHEET					TC-201 due 3/24/10
TC-101 2010/2011					
DUE DATE 3/1/10					
PROPERTY	BLOCK-LOT	TYPED COPY	MAILED TO ATTORNEY*	ATTORNEY	
TRIBECA	16-221		01/29/10	POLLACK	
LIBERTY ST	42-22		01/29/10	STROOCK	
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328 WEST 37TH ST	760-59		01/29/10	POLLACK	
330 WEST 37TH ST	760-60		01/29/10	POLLACK	
341-345 WEST 37TH ST	761-10		01/29/10	POLLACK	
331-339 WEST 37TH ST	761-13		01/29/10	POLLACK	
310-328 WEST 38TH ST	761-43		01/29/10	POLLACK	
334-36 WEST 39TH ST	762-60		01/29/10	POLLACK	
PARAMOUNT TOWER	919-14		01/29/10	POLLACK	
246 E. 39TH STREET	919-35		01/29/10	POLLACK	
REGENT	1113-1		01/29/10	GOLDBERG	
GRAND TIER	1117-1	02/23/10	01/29/10	POLLACK	File TC-201 2009;FedEx to Attorney 3/8/10
BELMONT	1338-40	03/06/10	01/29/10	GOLDBERG	File TC-201 2009;FedEx to Attorney 3/8/10
BRISTOL	1348-49	02/24/10	01/29/10	POLLACK	File TC-201 2009;FedEx to Attorney 3/8/10
BAMFORD	1349-14		01/29/10	GOLDBERG	
FAIRMONT	1449-3		01/29/10	POLLACK	
LUCERNE	1453-27		01/29/10	GOLDBERG	
425 REALTY	1467-18		01/29/10	GOLDBERG	
SOMERSET	1467-21		01/29/10	POLLACK	
STRATFORD	1468-21	02/22/10	01/29/10	STROOCK	File TC-201 2009 & 2008;FedEx to Attorney 2/25/10
PAVILION	1488-1	03/04/10	01/29/10	POLLACK	File TC-201 2009;FedEx to Attorney 3/8/10
"	1488-13	"	01/29/10	POLLACK	"
"	1488-45	"	01/29/10	POLLACK	"
MARLOWE	1510-20	02/22/10	01/29/10	GOLDBERG	File TC-201 2009;FedEx to Attorney 3/8/10
207-213 E.94TH ST	1540-6	02/25/10	01/29/10	GOLDBERG	File TC-201 2009 & 2008;FedEx to Attorney 3/8/10
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1737 YORK	1570-24		01/29/10	GOLDBERG	
BARCLAY	1571-22	03/02/10	01/29/10	GOLDBERG	File TC-201 2009;FedEx to Attorney 3/8/10
"	1571-30	"	01/29/10	GOLDBERG	"
91ST REALTY	1571-34		01/29/10	GOLDBERG	
BRITTANY	1573-22		01/29/10	GOLDBERG	
CALDWELL	1577-1	02/22/10	01/29/10	GOLDBERG	File TC-201 2009;FedEx to Attorney 3/8/10
CAMBRIDGE	1581-49		01/29/10	POLLACK	
HAMPTON CT	1674-1001		01/29/10	POLLACK	
HAMPTON CT - CF	1674-1002		01/29/10	POLLACK	
327-329 EAST 103RD ST.	1675-17		01/29/10	POLLACK	
331-333 EAST 103RD ST.	1675-19		01/29/10	POLLACK	
345 EAST 103RD ST.	1675-21		01/29/10	POLLACK	
347 EAST 103RD ST.	1675-22		01/29/10	POLLACK	
BRIAR HILL	5909-825		01/29/10	GOLDBERG	
CAROLE GARDENS	9710-94		01/29/10	GOLDBERG	
* BY FEDEX					

CONTROL SHEET					TC-201 due 3/24/10
TC-101 2010/2011					
DUE DATE 3/1/10					
PROPERTY	BLOCK-LOT	TYPED COPY	MAILED TO ATTORNEY*	ATTORNEY	
REGENT	1113-1		01/29/10	GOLDBERG	
BELMONT	1338-40		01/29/10	GOLDBERG	File TC-201 2009
BAMFORD	1349-14		01/29/10	GOLDBERG	
LUCERNE	1453-27		01/29/10	GOLDBERG	
425 REALTY	1467-18		01/29/10	GOLDBERG	
MARLOWE	1510-20		01/29/10	GOLDBERG	File TC-201 2009
207-213 E.94TH ST	1540-6		01/29/10	GOLDBERG	File TC-201 2009 & 2008
HAMILTON	1570-21		01/29/10	GOLDBERG	File TC-201 2009
1737 YORK	1570-24		01/29/10	GOLDBERG	
BARCLAY	1571-22		01/29/10	GOLDBERG	File TC-201 2009
"	1571-30		01/29/10	GOLDBERG	"
91ST REALTY	1571-34		01/29/10	GOLDBERG	
BRITTANY	1573-22		01/29/10	GOLDBERG	
CALDWELL	1577-1		01/29/10	GOLDBERG	File TC-201 2009
BRIAR HILL	5909-825		01/29/10	GOLDBERG	
CAROLE GARDENS	9710-94		01/29/10	GOLDBERG	
TRIBECA	16-221		01/29/10	POLLACK	
326 WEST 37TH ST	760-58		01/29/10	POLLACK	
328 WEST 37TH ST	760-59		01/29/10	POLLACK	
330 WEST 37TH ST	760-60		01/29/10	POLLACK	
341-345 WEST 37TH ST	761-10		01/29/10	POLLACK	
331-339 WEST 37TH ST	761-13		01/29/10	POLLACK	
310-328 WEST 38TH ST	761-43		01/29/10	POLLACK	
334-36 WEST 39TH ST	762-60		01/29/10	POLLACK	
PARAMOUNT TOWER	919-14		01/29/10	POLLACK	
246 E. 39TH STREET	919-35		01/29/10	POLLACK	
GRAND TIER	1117-1		01/29/10	POLLACK	File TC-201 2009
BRISTOL	1348-49		01/29/10	POLLACK	File TC-201 2009
FAIRMONT	1449-3		01/29/10	POLLACK	
SOMERSET	1467-21		01/29/10	POLLACK	
PAVILION	1488-1		01/29/10	POLLACK	File TC-201 2009
"	1488-13		01/29/10	POLLACK	"
"	1488-45		01/29/10	POLLACK	"
ANDOVER	1568-21		01/29/10	POLLACK	File TC-201 2009
CAMBRIDGE	1581-49		01/29/10	POLLACK	
HAMPTON CT	1674-1001		01/29/10	POLLACK	
HAMPTON CT - CF	1674-1002		01/29/10	POLLACK	
327-329 EAST 103RD ST.	1675-17		01/29/10	POLLACK	
331-333 EAST 103RD ST.	1675-19		01/29/10	POLLACK	
345 EAST 103RD ST.	1675-21		01/29/10	POLLACK	
347 EAST 103RD ST.	1675-22		01/29/10	POLLACK	
LIBERTY ST	42-22		01/29/10	STROOCK	
6-12 BARCLAY STREET	88-14		01/29/10	STROOCK	
STRATFORD	1468-21		01/29/10	STROOCK	File TC-201 2009 & 2008
* BY FEDEX					

CONTROL SHEET					
TC-101 2008/2009					TC-201 due 3/24/08
DUE DATE:3/3/08					
PROPERTY	BLOCK-LOT	TYPED COPY	MAILED TO ATTORNEY*	ATTORNEY	
TR BECA	16-221		02/05/08	POLLACK	
LIBERTY ST	42-22		02/05/08	STROOCK	
18 VESEY STREET	88-4		02/05/08	STROOCK	
6-12 BARCLAY STREET	88-14		02/05/08	STROOCK	
326 WEST 37TH ST	760-58		02/05/08	POLLACK	
328 WEST 37TH ST	760-59		02/05/08	POLLACK	
330 WEST 37TH ST	760-60		02/05/08	POLLACK	
341-345 WEST 37TH ST	761-10		02/05/08	POLLACK	
331-339 WEST 37TH ST	761-13		02/05/08	POLLACK	
310-328 WEST 38TH ST	761-43		02/05/08	POLLACK	
PARAMOUNT TOWER	919-14		02/05/08	POLLACK	
246 E. 39TH STREET	919-35		02/05/08	POLLACK	
REGENT	1113-1		02/05/08	GOLDBERG	
GRAND T ER	1117-1		02/05/08	POLLACK	
BELMONT	1338-40		02/05/08	GOLDBERG	
BRISTOL	1348-49		02/05/08	POLLACK	File TC-201 2007;Fedex to Attorney 3/6/08
BAMFORD	1349-14		02/05/08	GOLDBERG	
FAIRMONT	1449-3		02/05/08	POLLACK	
LUCERNE	1453-27		02/05/08	GOLDBERG	
425 REALTY	1467-18		02/05/08	GOLDBERG	
SOMERSET	1467-21		02/05/08	POLLACK	
STRATFORD	1468-21		02/05/08	STROOCK	
PAV LION	1488-1		02/05/08	POLLACK	File TC-201 2007;Fedex to Attorney 3/6/08
"	1488-13		02/05/08	POLLACK	"
"	1488-45		02/05/08	POLLACK	"
MARLOWE	1510-20		02/05/08	GOLDBERG	File TC-201 2007;Fedex to Attorney 3/6/08
207-213 E.94TH ST	1540-6		02/05/08	GOLDBERG	
ANDOVER	1568-21		02/05/08	POLLACK	File TC-201 2007;Fedex to Attorney 3/6/08
HAMILTON	1570-21		02/05/08	GOLDBERG	
1737 YORK	1570-24		02/05/08	GOLDBERG	File TC-201 2007 & 2006;Fedex to Attorney 3/6/08
BARCLAY	1571-22		02/05/08	GOLDBERG	File TC-201 2007;Fedex to Attorney 3/6/08
"	1571-30		02/05/08	GOLDBERG	"
91ST REALTY	1571-34		02/05/08	GOLDBERG	
BRITTANY	1573-22		02/05/08	GOLDBERG	
CALDWELL	1577-1		02/05/08	GOLDBERG	File TC-201 2007;Fedex to Attorney 3/6/08
CAMBRIDGE	1581-49		02/05/08	POLLACK	
HAMPTON CT	1674-1001		02/05/08	POLLACK	
HAMPTON CT - CF	1674-1002		02/05/08	POLLACK	
327-329 EAST 103RD ST.	1675-17		02/05/08	POLLACK	
331-333 EAST 103RD ST.	1675-19		02/05/08	POLLACK	
345 EAST 103RD ST.	1675-21		02/05/08	POLLACK	
347 EAST 103RD ST.	1675-22		02/05/08	POLLACK	
BRIAR HILL	5909-825		02/05/08	GOLDBERG	File TC-201 2007;Fedex to Attorney 3/6/08
CAROLE GARDENS	9710-94		02/05/08	GOLDBERG	File TC-201 2007 & 2006;Fedex to Attorney 3/12/08
* BY FEDEX					
CONTROL SHEET					
TC-101 2008/2009					TC-201 due 3/24/08
DUE DATE:3/3/08					
PROPERTY	BLOCK-LOT	TYPED COPY	MAILED TO ATTORNEY*	ATTORNEY	
REGENT	1113-1		02/05/08	GOLDBERG	
BELMONT	1338-40		02/05/08	GOLDBERG	
BAMFORD	1349-14		02/05/08	GOLDBERG	
LUCERNE	1453-27		02/05/08	GOLDBERG	
425 REALTY	1467-18		02/05/08	GOLDBERG	
MARLOWE	1510-20		02/05/08	GOLDBERG	File TC-201 2007
207-213 E.94TH ST	1540-6		02/05/08	GOLDBERG	
HAMILTON	1570-21		02/05/08	GOLDBERG	
1737 YORK	1570-24		02/05/08	GOLDBERG	File TC-201 2007 & 2006
BARCLAY	1571-22		02/05/08	GOLDBERG	File TC-201 2007
"	1571-30		02/05/08	GOLDBERG	"
91ST REALTY	1571-34		02/05/08	GOLDBERG	
BRITTANY	1573-22		02/05/08	GOLDBERG	
CALDWELL	1577-1		02/05/08	GOLDBERG	File TC-201 2007
BRIAR HILL	5909-825		02/05/08	GOLDBERG	File TC-201 2007
CAROLE GARDENS	9710-94		02/05/08	GOLDBERG	File TC-201 2007 & 2006
TR BECA	16-221		02/05/08	POLLACK	
326 WEST 37TH ST	760-58		02/05/08	POLLACK	
328 WEST 37TH ST	760-59		02/05/08	POLLACK	
330 WEST 37TH ST	760-60		02/05/08	POLLACK	
341-345 WEST 37TH ST	761-10		02/05/08	POLLACK	
331-339 WEST 37TH ST	761-13		02/05/08	POLLACK	
310-328 WEST 38TH ST	761-43		02/05/08	POLLACK	
PARAMOUNT TOWER	919-14		02/05/08	POLLACK	
246 E. 39TH STREET	919-35		02/05/08	POLLACK	
GRAND T ER	1117-1		02/05/08	POLLACK	
BRISTOL	1348-49		02/05/08	POLLACK	File TC-201 2007
FAIRMONT	1449-3		02/05/08	POLLACK	
SOMERSET	1467-21		02/05/08	POLLACK	
PAV LION	1488-1		02/05/08	POLLACK	File TC-201 2007
"	1488-13		02/05/08	POLLACK	"
"	1488-45		02/05/08	POLLACK	"
ANDOVER	1568-21		02/05/08	POLLACK	File TC-201 2007
CAMBRIDGE	1581-49		02/05/08	POLLACK	
HAMPTON CT	1674-1001		02/05/08	POLLACK	
HAMPTON CT - CF	1674-1002		02/05/08	POLLACK	
327-329 EAST 103RD ST.	1675-17		02/05/08	POLLACK	
331-333 EAST 103RD ST.	1675-19		02/05/08	POLLACK	
345 EAST 103RD ST.	1675-21		02/05/08	POLLACK	
347 EAST 103RD ST.	1675-22		02/05/08	POLLACK	
LIBERTY ST	42-22		02/05/08	STROOCK	
18 VESEY STREET	88-4		02/05/08	STROOCK	
6-12 BARCLAY STREET	88-14		02/05/08	STROOCK	
STRATFORD	1468-21		02/05/08	STROOCK	

	CONTROL SHEET				
	TC-101 2006/2007				
	DUE DATE:3/1/06			TC-201 due 3/24/06	
		TYPED	MA LED		
PROPERTY	BLOCK-LOT	COPY	TO ATTORNEY*	ATTORNEY	
TRIBECA	16-221		02/15/06	POLLACK	
LIBERTY ST	42-22	3/8/2006	02/16/06	STROOCK	File TC-201;FedX to attorney 3/9/06
18 VESEY STREET	88-4		02/16/06	STROOCK	
16 BARCLAY STREET	88-12		02/16/06	STROOCK	
14 BARCLAY STREET	88-13		02/16/06	STROOCK	
6-12 BARCLAY STREET	88-14		02/16/06	STROOCK	
PARAMOUNT TOWER	919-14		02/15/06	POLLACK	
246 E. 39TH STREET	919-35	2/10/2006	02/15/06	POLLACK	File TC-201;FedX to attorney 2/15/06
REGENT	1113-1	2/10/2006	02/14/06	GOLDBERG	File TC-201;FedX to attorney 2/14/06
GRAND TIER	1117-1	3/7/2006	02/15/06	POLLACK	File TC-201;FedX to attorney 3/13/06
MARLBOROUGH	1314-21		02/14/06	GOLDBERG	
BELMONT	1338-40	2/17/2006	02/14/06	GOLDBERG	File TC-201;FedX to attorney 2/17/06
BRISTOL	1348-49		02/15/06	POLLACK	
BAMFORD	1349-14	2/28/2006	02/14/06	GOLDBERG	File TC-201;FedX to attorney 3/7/06
FA RMONT	1449-3		02/15/06	POLLACK	
LUCERNE	1453-27		02/14/06	GOLDBERG	
425 REALTY	1467-18		02/16/06	KATZ	
SOMERSET	1467-21	2/21/2006	02/15/06	POLLACK	File TC-201;FedX to attorney 3/13/06
STRATFORD	1468-21		02/16/06	STROOCK	
PAVILION	1488-1	3/1/2006	02/15/06	POLLACK	File TC-201;FedX to attorney 3/13/06
"	1488-13	"	"	POLLACK	"
"	1488-45	"	"	POLLACK	"
MARLOWE	1510-20	2/17/2006	02/14/06	GOLDBERG	File TC-201;FedX to attorney 2/17/06
207-213 E.94TH ST	1540-6		02/16/06	KATZ	
ANDOVER	1568-21		02/15/06	POLLACK	
HAM LTON	1570-21	3/6/2006	02/14/06	GOLDBERG	File TC-201;FedX to attorney 3/7/06
1737 YORK	1570-24		02/16/06	KATZ	
BARCLAY	1571-22		02/16/06	STROOCK	
"	1571-30		02/16/06	STROOCK	
91ST REALTY	1571-34		02/16/06	STROOCK	
BRITTANY	1573-22		02/16/06	KATZ	
CALDWELL	1577-1		02/15/06	POLLACK	
CAMBRIDGE	1581-49		02/15/06	POLLACK	
HAMPTON CT	1674-23	split into lots 1001 & 1002		POLLACK	
HAMPTON CT	1674-1001		02/15/06	POLLACK	
HAMPTON CT - CF	1674-1002		02/15/06	POLLACK	
327-329 EAST 103RD ST.	1675-17		02/15/06	POLLACK	
331-333 EAST 103RD ST.	1675-19		02/15/06	POLLACK	
345 EAST 103RD ST.	1675-21		02/15/06	POLLACK	
347 EAST 103RD ST.	1675-22		02/15/06	POLLACK	
BRIAR HILL	5909-825		02/16/06	KATZ	
CAROLE GARDENS	9710-94		02/16/06	KATZ	
* BY FEDEX					
	CONTROL SHEET				
	TC-101 2006/2007				
	DUE DATE:3/1/06			TC-201 due 3/24/06 ?	
PROPERTY	BLOCK-LOT	TYPED	MA LED	ATTORNEY	
		COPY	TO ATTORNEY*		
REGENT	1113-1			GOLDBERG	File TC-201
MARLBOROUGH	1314-21			GOLDBERG	
BELMONT	1338-40			GOLDBERG	File TC-201
BAMFORD	1349-14			GOLDBERG	File TC-201
LUCERNE	1453-27			GOLDBERG	
MARLOWE	1510-20			GOLDBERG	File TC-201
HAM LTON	1570-21			GOLDBERG	File TC-201
425 REALTY	1467-18			KATZ	
207-213 E.94TH ST	1540-6			KATZ	
1737 YORK	1570-24			KATZ	
BRITTANY	1573-22			KATZ	
BRIAR HILL	5909-825			KATZ	
CAROLE GARDENS	9710-94			KATZ	
GRAND TIER	1117-1			POLLACK	File TC-201
BRISTOL	1348-49			POLLACK	
FA RMONT	1449-3			POLLACK	
SOMERSET	1467-21			POLLACK	File TC-201
PAVILION	1488-1			POLLACK	File TC-201 2 yrs???
"	1488-13			POLLACK	"
"	1488-45			POLLACK	"
ANDOVER	1568-21			POLLACK	
CALDWELL	1577-1			POLLACK	
CAMBRIDGE	1581-49			POLLACK	
TRIBECA	16-221			POLLACK	
HAMPTON CT	1674-1001			POLLACK	
HAMPTON CT - CF	1674-1002			POLLACK	
HAMPTON CT	1674-23			POLLACK	
327-329 EAST 103RD ST.	1675-17			POLLACK	
331-333 EAST 103RD ST.	1675-19			POLLACK	
345 EAST 103RD ST.	1675-21			POLLACK	
347 EAST 103RD ST.	1675-22			POLLACK	
PARAMOUNT TOWER	919-14			POLLACK	
246 E. 39TH STREET	919-35			POLLACK	File TC-201
STRATFORD	1468-21			STROOCK	
BARCLAY	1571-22			STROOCK	
"	1571-30			STROOCK	
91ST REALTY	1571-34			STROOCK	
LIBERTY ST	42-22			STROOCK	File TC-201
16 BARCLAY STREET	88-12			STROOCK	
14 BARCLAY STREET	88-13			STROOCK	
6-12 BARCLAY STREET	88-14			STROOCK	
18 VESEY STREET	88-4			STROOCK	

	CONTROL SHEET				
	TC-101 2004/2005				
	DUE DATE: 3/1/04		TC-201 due 3/24/04		
			Note for 2004 add properties on 103rd St		
		TYPED	MA LED		
PROPERTY	BLOCK-LOT	COPY	TO ATTORNEY*	ATTORNEY	
TRIBECA	16-221		2/10/04	POLLACK	
68-72 WILLIAMS ST.	42-22		02/06/04	STROOCK	
W LLIAMS STREET	78-4		02/06/04	STROOCK	TC-201 filed;fedx to attorney 3/10/04
18 VESEY STREET	88-4		02/06/04	STROOCK	
14 BARCLAY STREET	88-13		02/06/04	STROOCK	
6-12 BARCLAY STREET	88-14		02/06/04	STROOCK	
PARAMOUNT TOWER	919-14		2/10/04	POLLACK	
246 E. 39TH STREET	919-35		2/10/04	POLLACK	TC-201 filed;fedx to attorney 2/19/04
REGENT	1113-1		02/06/04	GOLDBERG	TC-201 filed;fedx to attorney 2/26/04
1926 BROADWAY	1117-1		2/10/04	POLLACK	
1934-36 BROADWAY	1117-61		2/10/04	POLLACK	
MARLBOROUGH	1314-21		02/06/04	GOLDBERG	
BELMONT	1338-40		02/06/04	GOLDBERG	
336 E. 56TH STREET	1348-35		2/10/04	POLLACK	TC-201 filed;fedx to attorney 2/26/04
SUTTON (330 E. 56TH ST.)	1348-36		2/10/04	POLLACK	"
BRISTOL	1348-49		2/10/04	POLLACK	TC-201 filed for 03 & 02;fedx to attorney 3/10/04; 02 sent 4/21/04
BAMFORD	1349-14	GOLDBERG	2/10/04	KATZ	TC-201 filed;fedx to attorney 2/19/04;resubmitted corrected version 2/26/04-will switch to Goldberg
FA RMONT	1449-3		2/10/04	POLLACK	
LUCERNE	1453-27		2/10/04	KATZ	
425 REALTY	1467-18		2/10/04	KATZ	
SOMERSET	1467-21		2/10/04	POLLACK	TC-201 filed;fedx to attorney 3/10/04;corrected sq ftg 4/21/04
STRATFORD	1468-21		02/06/04	STROOCK	
PAVILION	1488-1		2/10/04	POLLACK	TC-201 filed;fedx to attorney 2/26/04
"	1488-13		2/10/04	POLLACK	"
"	1488-45		2/10/04	POLLACK	"
MARLOWE	1510-20	GOLDBERG	2/10/04	KATZ	will switch to Goldberg
207-213 E.94TH ST	1540-6		2/10/04	KATZ	
ANDOVER	1568-21		2/10/04	POLLACK	
HAMILTON	1570-21		02/06/04	GOLDBERG	TC-201 filed 03 & 02;fedx to attorney 2/19/04;resubmitted corrected version 2/26/04;02 sent 6/25/04
1737 YORK	1570-24		2/10/04	KATZ	
BARCLAY	1571-22		02/06/04	STROOCK	TC-201 filed;fedx to attorney 3/10/04
"	1571-30		02/06/04	STROOCK	"
91ST REALTY	1571-34		02/06/04	STROOCK	
BRITTANY	1573-22		2/10/04	KATZ	
CALDWELL	1577-1		2/10/04	POLLACK	2/26/04
CAMBRIDGE	1581-49		2/10/04	POLLACK	
333 EAST 102ND ST	1674-23		2/10/04	POLLACK	
BRIAR HILL	5909-825		2/10/04	KATZ	TC-201 filed;fedx to attorney 2/26/04
CAROLE GARDENS	9710-94		2/10/04	KATZ	
* BY FEDEX					
	CONTROL SHEET				
	TC-101 2004/2005				
	DUE DATE: 3/1/04		TC-201 due 3/24/04		
		TO LL	SIGNED &		
		FOR SIG	NOTARIZED		
PROPERTY	BLOCK-LOT			ATTORNEY	
REGENT	1113-1			GOLDBERG	TC-201 filed;fedx to attorney 2/26/04
MARLBOROUGH	1314-21			GOLDBERG	
BELMONT	1338-40			GOLDBERG	
HAMILTON	1570-21			GOLDBERG	2/26/04
BAMFORD	1349-14			KATZ	2/26/04
LUCERNE	1453-27			KATZ	
425 REALTY	1467-18			KATZ	
MARLOWE	1510-20			KATZ	
207-213 E.94TH ST	1540-6			KATZ	
1737 YORK	1570-24			KATZ	
BRITTANY	1573-22			KATZ	
BRIAR HILL	5909-825			KATZ	TC-201 filed;fedx to attorney 2/26/04
CAROLE GARDENS	9710-94			KATZ	
1926 BROADWAY	1117-1			POLLACK	
1934-36 BROADWAY	1117-61			POLLACK	
336 E. 56TH STREET	1348-35			POLLACK	TC-201 filed;fedx to attorney 2/26/04
SUTTON (330 E. 56TH ST.)	1348-36			POLLACK	"
BRISTOL	1348-49			POLLACK	TC-201 filed;fedx to attorney 3/10/04
FA RMONT	1449-3			POLLACK	
SOMERSET	1467-21			POLLACK	TC-201 filed;fedx to attorney 3/10/04
PAVILION	1488-1			POLLACK	TC-201 filed;fedx to attorney 2/26/04
"	1488-13			POLLACK	"
"	1488-45			POLLACK	"
ANDOVER	1568-21			POLLACK	
CALDWELL	1577-1			POLLACK	2/26/04
CAMBRIDGE	1581-49			POLLACK	
TRIBECA	16-221			POLLACK	
333 EAST 102ND ST	1674-23			POLLACK	
PARAMOUNT TOWER	919-14			POLLACK	
246 E. 39TH STREET	919-35			POLLACK	TC-201 filed;fedx to attorney 2/19/04
STRATFORD	1468-21			STROOCK	
BARCLAY	1571-22			STROOCK	TC-201 filed;fedx to attorney 3/10/04
"	1571-30			STROOCK	"
91ST REALTY	1571-34			STROOCK	
68-72 WILLIAMS ST.	42-22			STROOCK	
W LLIAMS STREET	78-4			STROOCK	TC-201 filed;fedx to attorney 3/10/04
14 BARCLAY STREET	88-13			STROOCK	
6-12 BARCLAY STREET	88-14			STROOCK	
18 VESEY STREET	88-4			STROOCK	

	CONTROL SHEET				
	TC-101 2003/2004				
	DUE DATE: 3/1/03		TC-201 due 3/24/03		
		TYPED	MAILED		
PROPERTY	BLOCK-LOT	COPY	TO ATTORNEY*	ATTORNEY	
TRIBECA	16-221		2/12/2003	POLLACK	
68-72 WILLIAMS ST.	42-22		2/13/2003	STROOCK	
WILLIAMS STREET	78-4		2/13/2003	STROOCK	
18 VESEY STREET	88-4		2/13/2003	STROOCK	
14 BARCLAY STREET	88-13		2/13/2003	STROOCK	
6-12 BARCLAY STREET	88-14		2/13/2003	STROOCK	
PARAMOUNT TOWER	919-14		2/12/2003	POLLACK	
246 E. 39TH STREET	919-35		2/12/2003	POLLACK	
REGENT	1113-1		2/13/2003	KATZ	
1926 BROADWAY	1117-1		2/12/2003	POLLACK	
1934-36 BROADWAY	1117-61		2/12/2003	POLLACK	
MARLBOROUGH	1314-21		2/19/2003	GOLDBERG	
BELMONT	1338-40		2/19/2003	GOLDBERG	TC-201 filed;fedx to attorney 3/11/03
336 E. 56TH STREET	1348-35		2/12/2003	POLLACK	TC-201 filed;fedx to attorney 3/12/03
SUTTON (330 E. 56TH ST.)	1348-36		2/12/2003	POLLACK	TC-201 filed;fedx to attorney 3/12/03
BRISTOL	1348-49		2/12/2003	POLLACK	
BAMFORD	1349-14		2/13/2003	KATZ	
FAIRMONT	1449-3		2/12/2003	POLLACK	TC-201 filed;fedx to attorney 3/12/03
LUCERNE	1453-27		2/13/2003	KATZ	
425 REALTY	1467-18		2/13/2003	KATZ	
SOMERSET	1467-21		2/12/2003	POLLACK	TC-201 filed;fedx to attorney 3/12/03
STRATFORD	1468-21		2/13/2003	STROOCK	TC-201 filed;fedx to attorney 3/13/03
PAVILION	1488-1		2/12/2003	POLLACK	
"	1488-13		2/12/2003	POLLACK	
"	1488-45		2/12/2003	POLLACK	
MARLOWE	1510-20		2/13/2003	KATZ	TC-201 filed;fedx to attorney 3/11/03
207-213 E.94TH ST	1540-6		2/13/2003	KATZ	
ANDOVER	1568-21		2/12/2003	POLLACK	
HAMILTON	1570-21		2/13/2003	KATZ	
1737 YORK	1570-24		2/13/2003	KATZ	
BARCLAY	1571-22		2/13/2003	STROOCK	TC-201 filed;fedx to attorney 3/13/03
"	1571-30		2/13/2003	STROOCK	TC-201 filed;fedx to attorney 3/13/03
91ST REALTY	1571-34		2/13/2003	STROOCK	
BRITTANY	1573-22		2/13/2003	KATZ	
CALDWELL	1577-1		2/12/2003	POLLACK	TC-201 filed;fedx to attorney 3/12/03
CAMBRIDGE	1581-49		2/12/2003	POLLACK	
333 EAST 102ND ST	1674-23		2/12/2003	POLLACK	
BRIAR HILL	5909-825		2/13/2003	KATZ	
CAROLE GARDENS	9710-94		2/13/2003	KATZ	
* BY FEDEX					

	CONTROL SHEET				
	TC-101 2002/2003				
	DUE DATE: 3/1/02				
		TYPED	MAILED		
PROPERTY	BLOCK-LOT	COPY	TO ATTORNEY*	ATTORNEY	
TRIBECA	16-221		2/19/2002	POLLACK	
68-72 WILLIAMS ST.	42-22		2/13/2002	STROOCK	LIBERTY STREET REALTY LLC
WILLIAMS STREET	78-4		2/13/2002	STROOCK	TC-201 completed but not filed
18 VESEY STREET	88-4		2/13/2002	STROOCK	
14 BARCLAY STREET	88-13		2/13/2002	STROOCK	
6-12 BARCLAY STREET	88-14		2/13/2002	STROOCK	
PARAMOUNT TOWER	919-14		2/19/2002	POLLACK	
246 E. 39TH STREET	919-35		2/19/2002	POLLACK	
REGENT	1113-1		2/13/2002	KATZ	
1926 BROADWAY	1117-1		2/19/2002	POLLACK	
1934-36 BROADWAY	1117-61		2/19/2002	POLLACK	
MARLBOROUGH	1314-21		2/13/2002	GOLDBERG	
BELMONT	1338-40		2/13/2002	GOLDBERG	
336 E. 56TH STREET	1348-35		2/19/2002	POLLACK	TC-201 filed
SUTTON (330 E. 56TH ST.)	1348-36		2/19/2002	POLLACK	TC-201 filed
BRISTOL	1348-49		2/19/2002	POLLACK	
BAMFORD	1349-14		2/13/2002	KATZ	
FAIRMONT	1449-3		2/13/2002	PODELL	
LUCERNE	1453-27		2/13/2002	KATZ	
425 REALTY	1467-18		2/13/2002	KATZ	
SOMERSET	1467-21		2/13/2002	PODELL	
STRATFORD	1468-21		2/13/2002	STROOCK	
PAVILION	1488-1		2/19/2002	POLLACK	
"	1488-13		2/19/2002	POLLACK	
"	1488-45		2/19/2002	POLLACK	
MARLOWE	1510-20		2/13/2002	KATZ	
207-213 E.94TH ST	1540-6		2/13/2002	KATZ	
ANDOVER	1568-21		2/19/2002	POLLACK	
HAMILTON	1570-21		2/13/2002	KATZ	
1737 YORK	1570-24		2/13/2002	KATZ	
BARCLAY	1571-22		2/13/2002	STROOCK	
"	1571-30		2/13/2002	STROOCK	
91ST REALTY	1571-34		2/13/2002	STROOCK	
BRITTANY	1573-22		2/13/2002	KATZ	
CALDWELL	1577-1		2/13/2002	PODELL	TC-201 filed
CAMBRIDGE	1581-49		2/19/2002	POLLACK	
BRIAR HILL	5909-825		2/13/2002	KATZ	
CAROLE GARDENS	9710-94		2/13/2002	KATZ	
* BY FEDEX					

	CONTROL SHEET			
	TC-101 2000/2001			
	DUE DATE: 3/1/00			
		TYPED	MAILED*	
PROPERTY	BLOCK-LOT	COPY	TO ATTORNEY	ATTORNEY
WILLIAMS STREET	78-4		1/28/2000	KATZ
E. 39TH REALTY LLC	919-14		2/1/2000	POLLACK
246 E. 39TH STREET	919-35		2/1/2000	POLLACK
REGENT	1113-1		1/28/2000	KATZ
MARLBOROUGH	1314-21		2/1/2000	GOLDBERG
BELMONT	1338-40		2/1/2000	GOLDBERG
BRISTOL	1348-49		2/1/2000	POLLACK
BAMFORD	1349-14		1/28/2000	KATZ
FAIRMONT	1449-3		2/1/2000	PODELL
LUCERNE	1453-27		1/28/2000	KATZ
425 REALTY	1467-18		1/28/2000	KATZ
SOMERSET	1467-21		2/1/2000	PODELL
STRATFORD	1468-21		2/1/2000	STROOCK
PAVILION	1488-1		2/1/2000	POLLACK
"	1488-13		2/1/2000	POLLACK
"	1488-45		2/1/2000	POLLACK
MARLOWE	1510-20		1/28/2000	KATZ
207-213 E.94TH ST	1540-6		1/28/2000	KATZ
ANDOVER	1568-21		2/1/2000	POLLACK
HAMILTON	1570-21		1/28/2000	KATZ
1737 YORK	1570-24		1/28/2000	KATZ
BARCLAY	1571-22		2/1/2000	STROOCK
"	1571-30		2/1/2000	STROOCK
91ST REALTY	1571-34		1/28/2000	KATZ
BRITTANY	1573-22		1/28/2000	KATZ
CALDWELL	1577-1		2/1/2000	PODELL
CAMBRIDGE	1581-49		2/1/2000	POLLACK
BRIAR HILL	5909-825		1/28/2000	KATZ
CAROLE GARDENS	9710-94		1/28/2000	KATZ
* BY FEDEX				