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February 9, 2010

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NYS DEC REGION 2
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Via FedEx

Rosalie Rusinko
New York State Department of
Environmental Conservation
100 Hillside Avenue, Suite 1W
White Plains, NY 10603

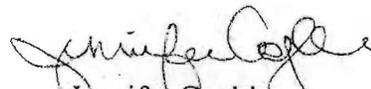
Re: Flushing Industrial Park, Parcels 1-3
BCP Site Nos. C241051, C241078, C241079

Dear Rosalie:

As you know, we represent Flushing Town Center III, L.P., the Grantor of the Environmental Easement for the above-referenced Brownfield Cleanup Program sites. As we discussed in our recent telephone conference, the lots comprising those sites have changed. Lots 1 and 100 of Block 5066 are now Lots 1201-1205. Enclosed is a title report for the new lots, which reflects the Environmental Easement recorded against the former lot numbers. Accordingly, it is our understanding that the Department will not require an amendment to the Easement to reflect the new lot numbers.

Please call if you have any questions or require additional information. Thank you for your assistance.

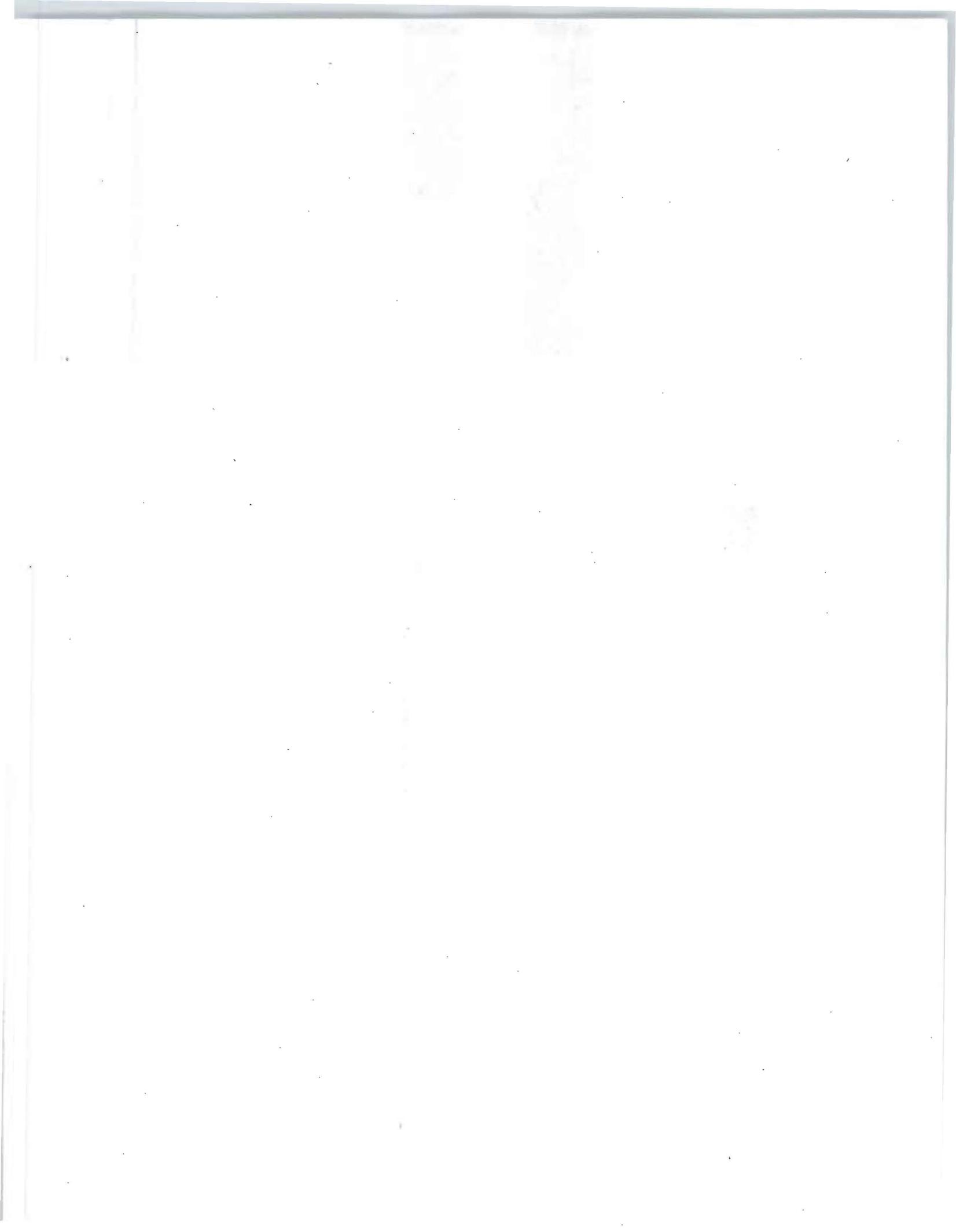
Sincerely,


Jennifer Coghlan

Encl.

cc: Michael Seidenwar, Esq., FTC III

3105/rusinko 2.10.10



TITLE NO. TA#09(06)484A

STEWART TITLE INSURANCE COMPANY

SCHEDULE A

I. Effective Date: January __, 2010

II. Policy or Policies to be issued:

[X] ALTA (6-17-06) Owner's Policy

in the amount of: \$ TO BE DETERMINED

Proposed Insured: TO BE DETERMINED

[X] ALTA (6-17-06) Loan Policy

in the amount of: \$ TO BE DETERMINED

Proposed Insured: TO BE DETERMINED

III. Premises (For Information Only):

UNITS B, C, D AND E

SECTION: 25

BLOCK: 5066

UNIT LOTS: 1201 through 1204

PART OF FORMER

BASE LOT: 1

UNIT A

SECTION: 25

BLOCK: 5066

UNIT LOT: 1205

PART OF FORMER

BASE LOT: 100

ADDRESS: Sky View Center Commercial Condominium
40-22 College Point Boulevard/
131-07 40th Road
Units A through E
Flushing, New York

TITLE NO. TA#09(06)484A

SCHEDULE A - CONTINUED

IV. The estates in the land described in and covered by this certificate are fee simple estates and title thereto at the Effective Date hereof is vested in:

Flushing Town Center III, L.P., a Delaware limited partnership

Title acquired by Deed dated as of April 4, 2007, recorded April 19, 2007 in CRFN 2007-000-203550 made by C.E. Flushing, LLC, a New York limited liability company.

V. The land covered by this certificate is described on the following description sheet(s):

TITLE NO. TA#09(06)484A

DESCRIPTION - SCHEDULE A

The condominium units (hereinafter referred to as the "Units") set forth on Schedule A-1 annexed hereto and made a part hereof in the building (hereinafter referred to as the "Building") known as Sky View Center Commercial Condominium and by the street number 40-22 College Point Boulevard/131-07 40th Road, Flushing, New York, said Units being designated and described in a certain declaration dated as of September 9, 2009 made by Flushing Town Center III L.P. pursuant to Article 9-B of the Real Property Law of the State of New York establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described below), which declaration was recorded in the Queens County Office of the Register of The City of New York (the "City Register's Office") on October 19, 2009 in CRFN 2009-000-340347 (which declaration is hereinafter referred to as the "Declaration"). The Units are also designated as the Tax Lots set forth on Schedule A-1 annexed hereto and made a part hereof in Block 5066 of Section 25 of the Borough of Queens on the Tax Map of the Real Property Assessment Bureau of the City of New York and on the Floor Plans of the Building, certified by Perkins Eastman, Architect on September 3, 2009 and filed in the Real Property Assessment Bureau of the City of New York on October 14, 2009 as Condominium Plan No. 656 and also filed in the City Register's Office on October 19, 2009 as Condominium Map CRFN 2009-000-340348.

TOGETHER WITH the respective undivided percentage interests in the Common Elements (as such term is defined in the Declaration) set forth on Schedule A-1 annexed hereto and made a part hereof.

The Land upon which the Building containing the Units is situate is bounded and described as follows:

TITLE NO. TA#09(06)484A

SCHEDULE A-1

	<u>UNIT</u>	<u>TAX LOT</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
A.	West Retail Unit	1205	36.93%
B.	East Retail Unit	1201	34.67%
C.	Target Unit	1202	18.85%
D.	Parking Unit	1203	9.09%
E.	Residential Access Unit	1204	0.46%

TITLE NO. TA#09(06)484A

DESCRIPTION - SCHEDULE A

FORMER BASE LOTS 1 AND 100

RETAIL/PARKING PARCEL

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

BEGINNING at the point formed by the intersection of the southerly side of Roosevelt Avenue (120.00 feet wide) with the westerly side of College Point Boulevard (100.00 feet wide);

RUNNING THENCE southerly along said westerly side of College Point Boulevard, a distance of 312.18 feet to the point formed by the intersection of said westerly side of College Point Boulevard with the northwesterly side of 40th Road;

THENCE southwesterly along said northwesterly side of 40th Road, 891.29 feet to a point;

THENCE northwesterly forming an interior angle of 127 degrees 12 minutes 25 seconds, a distance of 412.89 feet to a point on the easterly side of Van Wyck Expressway;

THENCE northerly along said easterly side of Van Wyck Expressway, 315.27 feet to a point on the easterly side of Flushing River;

THENCE northerly along said easterly side of Flushing River, 86.52 feet to a point;

THENCE easterly forming an interior angle of 137 degrees 28 minutes 03 seconds, and a distance of 49.50 feet to a point;

THENCE northerly and perpendicular to Roosevelt Avenue, 20.00 feet to a point on the southerly side of Roosevelt Avenue (95.00 feet wide);

THENCE easterly along said southerly side of Roosevelt Avenue (95.00 feet wide), 333.05 feet to an angle point therein; and

THENCE easterly along said southerly side of Roosevelt Avenue (120.00 feet wide), 736.16 feet to the point or place of BEGINNING.

EXCEPTING THEREFROM Outparcel Lots 9001, 9002 and 9100, described as follows:

TITLE NO. TA#09(06)484A

DESCRIPTION - SCHEDULE A
(CONTINUED)

OUTPARCEL LOT 9001

PHASE I - RESIDENTIAL TOWERS 1 & 2
(EAST BUILDING)
(PARCEL "A" AND PARCEL "B")

The following Parcel begins at a plane elevation of ± 77.67 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

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

BEGINNING at a point 25.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide), which point is distant 30.50 feet westerly as measured along said southerly side of Roosevelt Avenue from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide);

RUNNING THENCE southerly and perpendicular to said southerly side of Roosevelt Avenue, 30.00 feet to a point;

THENCE easterly and parallel to said southerly side of Roosevelt Avenue, 8.50 feet to a point;

THENCE southerly and perpendicular to said southerly side of Roosevelt Avenue, 39.00 feet to a point;

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 60.50 feet to a point;

THENCE southerly and perpendicular to said southerly side of Roosevelt Avenue, 4.00 feet to a point;

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 26.08 feet to a point;

THENCE northerly and perpendicular to said southerly side of Roosevelt Avenue, 4.00 feet to a point;

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 72.83 feet to a point;

THENCE southerly and perpendicular to said southerly side of Roosevelt Avenue, 4.00 feet to a point;

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 47.17 feet to a point;

TITLE NO. TA#09(06)484A

DESCRIPTION - SCHEDULE A
(CONTINUED)

THENCE northerly and perpendicular to said southerly side of Roosevelt Avenue, 4.00 feet to a point;

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 17.83 feet to a point;

THENCE northerly and perpendicular to said southerly side of Roosevelt Avenue, 7.17 feet to a point;

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 7.54 feet to a point;

THENCE southerly and perpendicular to said southerly side of Roosevelt Avenue, 7.58 feet to a point;

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 13.00 feet to a point;

THENCE northerly and perpendicular to said southerly side of Roosevelt Avenue, 7.58 feet to a point;

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 7.54 feet to a point;

THENCE southerly and perpendicular to said southerly side of Roosevelt Avenue, 7.17 feet to a point;

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 26.92 feet to a point;

THENCE southerly and perpendicular to said southerly side of Roosevelt Avenue, 4.00 feet to a point;

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 47.17 feet to a point;

THENCE northerly and perpendicular to said southerly side of Roosevelt Avenue, 4.00 feet to a point;

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 72.83 feet to a point;

THENCE southerly and perpendicular to said southerly side of Roosevelt Avenue, 4.00 feet to a point;

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 47.17 feet to a point;

THENCE northerly and perpendicular to said southerly side of Roosevelt Avenue, 4.00 feet to a point;

TITLE NO. TA#09(06)484A

DESCRIPTION - SCHEDULE A
(CONTINUED)

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 25.75 feet to a point;

THENCE northerly and perpendicular to said southerly side of Roosevelt Avenue, 79.42 feet to a point;

THENCE easterly and parallel to said southerly side of Roosevelt Avenue, 106.83 feet to a point;

THENCE northerly and perpendicular to said southerly side of Roosevelt Avenue, 15.00 feet to a point;

THENCE easterly and parallel to said southerly side of Roosevelt Avenue, 41.00 feet to a point;

THENCE southerly and perpendicular to said southerly side of Roosevelt Avenue, 15.00 feet to a point;

THENCE easterly and parallel to said southerly side of Roosevelt Avenue, 67.86 feet to a point;

THENCE northerly and perpendicular to said southerly side of Roosevelt Avenue, 15.00 feet to a point;

THENCE easterly and parallel to said southerly side of Roosevelt Avenue, 40.14 feet to a point;

THENCE southerly and perpendicular to said southerly side of Roosevelt Avenue, 15.00 feet to a point;

THENCE easterly and parallel to said southerly side of Roosevelt Avenue, 67.00 feet to a point;

THENCE northerly and perpendicular to said southerly side of Roosevelt Avenue, 15.00 feet to a point;

THENCE easterly and parallel to said southerly side of Roosevelt Avenue, 41.00 feet to a point;

THENCE southerly and perpendicular to said southerly side of Roosevelt Avenue, 15.00 feet to a point;

THENCE easterly and parallel to said southerly side of Roosevelt Avenue, 59.75 feet to a point;

THENCE southerly and perpendicular to said southerly side of Roosevelt Avenue, 10.42 feet to a point; and

THENCE easterly and parallel to said southerly side of Roosevelt Avenue, 40.25 feet to the point or place of BEGINNING.

TITLE NO. TA#09(06)484A

DESCRIPTION - SCHEDULE A
(CONTINUED)

PARCEL "B"
("TOWER 2 PROJECTION")

The following Parcel begins at a plane elevation of ± 94.83 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

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

BEGINNING at a point 47.63 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide), which point is distant 493.83 feet westerly as measured along said southerly side of Roosevelt Avenue from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide);

RUNNING THENCE southerly and perpendicular to said southerly side of Roosevelt Avenue, 24.75 feet to a point;

THENCE westerly and parallel to said southerly side of Roosevelt Avenue, 4.67 feet to a point;

THENCE northerly and perpendicular to said southerly side of Roosevelt Avenue, 24.75 feet to a point; and

THENCE easterly and parallel to said southerly side of Roosevelt Avenue, 4.67 feet to the point or place of BEGINNING.

TITLE NO. TA#09(06)484A

DESCRIPTION - SCHEDULE A
(CONTINUED)

OUTPARCEL LOT 9002

PHASE I - RESIDENTIAL TOWER 3
(EAST BUILDING)

The following Parcel begins at a plane elevation of ± 77.67 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

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

BEGINNING at a point 28.00 feet northwesterly and perpendicular to the northwesterly side of 40th Road (50.00 feet wide), which point is distant 8.56 feet southwesterly as measured along said northwesterly side of 40th Road from the point formed by the intersection of said northwesterly side of 40th Road with the westerly side of College Point Boulevard (100.00 feet wide);

RUNNING THENCE southwesterly and parallel to said northwesterly side of 40th Road, 260.40 feet to a point;

THENCE northwesterly and perpendicular to said northwesterly side of 40th Road, 32.85 feet to a point;

THENCE northeasterly and parallel to said northwesterly side of 40th Road, 3.82 feet to a point;

THENCE northwesterly and perpendicular to said northwesterly side of 40th Road, 45.57 feet to a point;

THENCE northeasterly and parallel to said northwesterly side of 40th Road, 4.00 feet to a point;

THENCE northwesterly and perpendicular to said northwesterly side of 40th Road, 4.00 feet to a point;

THENCE northeasterly and parallel to said northwesterly side of 40th Road, 0.50 feet to a point;

THENCE northwesterly and perpendicular to said northwesterly side of 40th Road, 12.02 feet to a point;

THENCE northeasterly and parallel to said northwesterly side of 40th Road, 137.34 feet to a point;

THENCE southeasterly and perpendicular to said northwesterly side of 40th Road, 2.17 feet to a point;

TITLE NO. TA#09(06)484A

DESCRIPTION - SCHEDULE A
(CONTINUED)

THENCE northeasterly and parallel to said northwesterly side of 40th Road, 10.30 feet to a point;

THENCE southeasterly and perpendicular to said northwesterly side of 40th Road, 5.33 feet to a point;

THENCE northeasterly and parallel to said northwesterly side of 40th Road, 1.37 feet to a point;

THENCE southeasterly and perpendicular to said northwesterly side of 40th Road, 6.00 feet to a point;

THENCE northeasterly and parallel to said northwesterly side of 40th Road, 10.83 feet to a point;

THENCE northwesterly and perpendicular to said northwesterly side of 40th Road, 3.33 feet to a point;

THENCE northeasterly and parallel to said northwesterly side of 40th Road, 1.52 feet to a point;

THENCE northwesterly and perpendicular to said northwesterly side of 40th Road, 8.00 feet to a point;

THENCE northeasterly and parallel to said northwesterly side of 40th Road, 10.16 feet to a point;

THENCE northwesterly and perpendicular to said northwesterly side of 40th Road, 2.11 feet to a point;

THENCE northeasterly and parallel to said northwesterly side of 40th Road, 107.73 feet to a point;

THENCE northeasterly and forming an interior angle of 154 degrees 25 minutes 25 seconds, 8.59 feet to a point;

THENCE southerly and forming an interior angle of 90 degrees 00 minutes 00 seconds, 9.07 feet to a point;

THENCE on a curve deflecting to the right having a radius of 83.16 feet, a central angle of 32 degrees 10 minutes 05 seconds and a distance of 46.69 feet to a point;

THENCE southwesterly and parallel to said northwesterly side of 40th Road, 14.12 feet to a point.

THENCE southeasterly and perpendicular to said northwesterly side of 40th Road, 6.00 feet to a point;

TITLE NO. TA#09(06)484A

DESCRIPTION - SCHEDULE A
(CONTINUED)

THENCE southwesterly and parallel to said northwesterly side of 40th Road, 4.00 feet to a point;

THENCE southeasterly and perpendicular to said northwesterly side of 40th Road, 15.42 feet to a point;

THENCE southwesterly and parallel to said northwesterly side of 40th Road, 0.42 feet to a point; and

THENCE southeasterly and perpendicular to said northwesterly side of 40th Road, 16.50 feet to the point or place of BEGINNING.

TITLE NO. TA#09(06)484A

DESCRIPTION - SCHEDULE A
(CONTINUED)

OUTPARCEL LOT 9100

RESIDENTIAL - PHASE II LANDS
(WEST BUILDING INCLUDING TOWERS 6, 7 AND 8)

The following Parcel begins at a plane elevation of ± 74.00 feet.
(Elevations refer to Queens Topographical Bureau Datum which is 2.725 feet above mean sea level at Sandy Hook, New Jersey NGVD 1929)

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

BEGINNING at a point 30.50 feet southerly and perpendicular to the southerly side of Roosevelt Avenue (120.00 feet wide), which point is distant 721.67 feet westerly as measured along said southerly side of Roosevelt Avenue from the point formed by the intersection of said southerly side of Roosevelt Avenue with the westerly side of College Point Boulevard (100.00 feet wide);

RUNNING THENCE southerly and perpendicular to Roosevelt Avenue, 584.00 feet to a point;

THENCE westerly and at right angles to previous course, 49.00 feet to a point;

THENCE northerly and at right angles to previous course, 28.17 feet to a point;

THENCE easterly and at right angles to previous course, 39.00 feet to a point;

THENCE northerly and at right angles to previous course, 50.83 feet to a point;

THENCE westerly and at right angles to previous course, 110.67 feet to a point;

THENCE northerly and at right angles to previous course, 3.00 feet to a point;

THENCE westerly and at right angles to previous course, 109.33 feet to a point;

THENCE northerly and at right angles to previous course, 84.00 feet to a point;

THENCE westerly and at right angles to previous course, 49.33 feet to a point;

TITLE NO. TA#09(06)484A

DESCRIPTION - SCHEDULE A
(CONTINUED)

THENCE northerly and at right angles to previous course, 69.00 feet to a point;

THENCE easterly and at right angles to previous course, 51.33 feet to a point;

THENCE northerly and at right angles to previous course, 83.50 feet to a point;

THENCE westerly and at right angles to previous course, 51.33 feet to a point;

THENCE northerly and at right angles to previous course, 69.00 feet to a point;

THENCE easterly and at right angles to previous course, 51.33 feet to a point;

THENCE northerly and at right angles to previous course, 88.50 feet to a point;

THENCE westerly and at right angles to previous course, 51.33 feet to a point;

THENCE northerly and at right angles to previous course, 51.54 feet to a point;

THENCE northeasterly forming an interior angle of 105 degrees 17 minutes 55 seconds, 66.19 feet to a point;

THENCE easterly forming an interior angle of 164 degrees 42 minutes 05 seconds, 185.67 feet to a point;

THENCE northerly and at right angles to previous course, 39.00 feet to a point; and

THENCE easterly and at right angles to previous course, 29.82 feet to the point or place of BEGINNING.

SCHEDULE B-1

[NOTE: ATTENTION SHOULD BE GIVEN TO EXCEPTIONS I. THROUGH IX. PRINTED ON SCHEDULE B ANNEXED ABOVE AS THEY MAY CONTAIN PROVISIONS AFFECTING THE TRANSACTION TO BE INSURED HEREIN.]

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF THE FOLLOWING EXCEPTIONS UNLESS THEY ARE DISPOSED OF TO OUR SATISFACTION:

1. Taxes and any applicable tax liens, in rem actions, tax sales, assessments, water rates and sewer usage charges are set forth on the tax search annexed behind the "TAX SEARCH" tab.
2. Twenty-two (22) open mortgages of record, as follows:

One (1) consolidated building loan mortgage [consisting of four (4) constituent mortgages], three (3) supplemental building loan mortgages, one (1) consolidated project loan mortgage [consisting of four (4) constituent mortgages] and three (3) supplemental project loan mortgages encumber the fee estate of Former Base Lots 1 and 100, the Lot 9001 Ground Lease, the Lot 9002 Ground Lease, and the Lot 9100 Ground Lease. In addition, four (4) open collateral building loan mortgages and four (4) collateral project loan mortgages encumber the fee estate of Lots 9001, 9002, and 9100. See mortgage schedule annexed behind the "MORTGAGES" tab.
3. As to the Land, Survey made by Wohl & O'Mara, L.L.P., dated October 30, 2006 and last revised March 5, 2009, shows the following:
 - (a) Fences, gates and concrete barriers encroach onto Roosevelt Avenue, College Point Boulevard and 40th Road;
 - (b) Sheet pile wall encroaches onto Roosevelt Avenue;
 - (c) Electric wire crosses from Roosevelt Avenue onto the northerly portion of the premises;
 - (d) Timber walls encroach onto Roosevelt Avenue and College Point Boulevard;
 - (e) Ramp and walks encroach onto 40th Road;
 - (f) Metal fence encroaches onto premises adjacent on the south;

SCHEDULE B-1 (CONTINUED)

- (g) 24-inch sanitary sewer line is located within the southerly record line and continues onto premises adjacent on the east;
- (h) Electric boxes on concrete bases, generator, container and concrete panel are located within record lines;
- (i) Survey contains the following note:

"This parcel is in the flight path of LaGuardia Airport, said path being 150 feet above ground"; and
- (j) Subject to any changes since March 5, 2009.

As to the Units, policy excepts any state of facts which an accurate survey and inspection of the Units would show. However, policy insures that any encroachments by the Units upon adjoining condominium units or upon the Common Elements may remain undisturbed so long as same may stand.

- 4. Rights of tenants or persons in possession.
- 5. Policy excepts water and sewer meter charges from date of last actual reading and policy further excepts entries for meter readings not shown in either the New York City Collector's records or the Department of Environmental Protection's records at or prior to closing and entered and billed subsequent to closing for periods prior to closing.
- 6. Policy excepts liability as to any deficiency claimed by the City of New York as to annual street vault charges for past tax periods that have not been posted or assessed as of the date of policy.
- 7. Satisfactory proof by affidavit must be furnished showing whether any permit fees have been assessed against the premises or any work, inspections, examinations or other service has been performed on the premises by the City of New York or any agency or department thereof and whether any demands for payment for any such services have been made by the City of New York or any agency or department thereof.
- 8. No title is insured to any land lying below the present or former high water line of Flushing River or any of its arms, branches or tributaries, by whatever name called. Notwithstanding same, policy affirmatively insures that the proposed buildings shown on the site plan of the premises drawn by Wohl & O'Mara dated August 18, 2006 are located upland of said present or former high water line.

SCHEDULE B-1 (CONTINUED)

9. Policy excepts riparian rights of others to and over Flushing River fronting on insured premises.
10. Policy excepts the rights of the United States Government, the State of New York and the City of New York or any of their departments or agencies to (a) establish harbor, bulkhead or pierhead lines or change or alter any such existing lines and remove or compel the removal of fill (and improvements thereon including buildings or other structures) from land now or formerly lying below the present or former high water line of Flushing River without compensation to the insured and (b) regulate and control the use of harbors, piers, bulkheads, land under water and land adjacent thereto. Notwithstanding same, policy affirmatively insures that the proposed buildings shown on the site plan of the premises drawn by Wohl & O'Mara dated August 18, 2006 are located upland of said present or former high water line.
11. Right of the public authorities to maintain, repair and renew the main sewer constructed by the Drainage Commissioner of the Town of Flushing through the premises, as recited in Deed made by Andrew Craig to James Sinnott, dated April 17, 1897, recorded April 21, 1897 in Liber 1147 cp 409.
12. Terms, covenants and conditions of Notice of Agreement with the New York State Department of Environmental Conservation, Index #D2-0005-01-03, concerning the remediation of contamination present on the premises and other premises, given by C.E. Flushing, LLC, dated May 31, 2001, recorded June 25, 2001 in Reel 5923 page 1541.
13. Terms, covenants and conditions of Restrictive Declaration-Public Access Areas and Visual Corridors made by C.E. Flushing, LLC, dated November 2, 2006, recorded December 1, 2006 in CRFN 2006-000-664167, as amended by the following:
 - (a) Amendment to Declaration made by Flushing Town Center III, L.P. and AFC2, LLC, dated as of July 15, 2009, recorded October 16, 2009 in CRFN 2009-000-337645.
14. Terms, covenants and conditions of the following Space Leases and related Agreements:
 - (a) Lease made by and between C.E. Flushing, LLC, as Landlord, and Home Depot U.S.A., Inc., as Tenant, dated as of February 15, 2005, as referenced in Memorandum of Lease dated as of February 15, 2005, recorded May 18, 2005 in CRFN 2005-000-286890.

SCHEDULE B-1 (CONTINUED)

With regard thereto:

- (i) Subordination, Non-Disturbance and Attornment Agreement made by and between Home Depot U.S.A., Inc., as Tenant, and The Bank of New York, as Administrative Agent, as Mortgagee, dated as of April 22, 2005, recorded May 18, 2005 in CRFN 2005-000-286895.

- (ii)
 - (A) Amendment to Lease dated August 15, 2005;
 - (B) 2nd Amendment to Lease dated September 29, 2005;
 - (C) 3rd Amendment to Lease dated October 31, 2005;
 - (D) 4th Amendment to Lease dated November 30, 2005;
 - (E) 5th Amendment to Lease dated January 13, 2006;
 - (F) 6th Amendment to Lease dated February 28, 2006;
 - (G) 7th Amendment to Lease dated March 30, 2006;
 - (H) 8th Amendment to Lease dated April 26, 2006;
 - (I) 9th Amendment to Lease dated May 31, 2006;
 - (J) 10th Amendment to Lease dated July 26, 2006;
 - (K) 11th Amendment to Lease dated September 29, 2006;
 - (L) 12th Amendment to Lease dated October 30, 2006;
 - (M) 13th Amendment to Lease dated November 30, 2006;
 - (N) 14th Amendment to Lease dated January 24, 2007;
 - (O) 15th Amendment to Lease dated February 27, 2007;
 - (P) 16th Amendment to Lease dated March 14, 2007; and
 - (Q) 17th Amendment to Lease dated April 4, 2007;

all as referenced in (vi) below.

- (iii) Subordination, Non-Disturbance and Attornment Agreement made by and between Home Depot U.S.A., Inc., as Tenant, and Eurohypo AG, New York Branch, as Administrative Agent, as Mortgagee, dated as of April 4, 2007, recorded October 29, 2007 in CRFN 2007-000-544125.

SCHEDULE B-1 (CONTINUED)

- (iv) Use Restriction Agreement made by and among Flushing Town Center III, L.P., as Landlord, Home Depot U.S.A., Inc., as Tenant-Assignor, and BJ's Wholesale Club, Inc., as Tenant-Assignee, which forms part of a certain Assignment of Lease and (now terminated) Development Agreement made by and among the same parties dated as of March 27, 2009, as referenced in memorandum entitled "Use Restriction Agreement" dated as of March 27, 2009, recorded April 15, 2009 in CRFN 2009-000-110367.
- (v) Assignment of Lease and Development Agreement [which Development Agreement was terminated by Termination Agreement dated as of March 27, 2009, as referenced in (vii) below] made by Home Depot U.S.A., Inc., as Assignor, to BJ's Wholesale Club, Inc., as Assignee, as consented to by Flushing Town Center III, L.P., as Landlord, dated as of March 27, 2009, as referenced in memorandum entitled "Assignment of Lease" dated as of March 27, 2009, recorded April 15, 2009 in CRFN 2009-000-110366.
- (vi) 18th Amendment to Lease made by and between Flushing Town Center III, L.P., as Landlord, and BJ's Wholesale Club, Inc., as Tenant, dated as of March 27, 2009, as referenced in Memorandum of Amendment of Lease dated as of March 27, 2009, recorded April 15, 2009 in CRFN 2009-000-110368.
- (vii) Subordination, Non-Disturbance and Attornment Agreement made by and between BJ's Wholesale Club, Inc., as Tenant, and Eurohypo AG, New York Branch, as Administrative Agent, as Mortgagee, dated as of March 27, 2009, recorded April 15, 2009 in CRFN 2009-000-110369.
- (b) Lease made by and between C.E. Flushing, LLC, as Landlord, and Best Buy Stores, LP, as Tenant, dated as of November 11, 2005, as referenced in Memorandum of Lease Agreement dated as of December 21, 2005, recorded October 30, 2006 in CRFN 2006-000-605874.

With regard thereto:

- (i) Subordination, Non-Disturbance and Attornment Agreement made by and between Best Buy Stores, LP, as Tenant, and The Bank of New York, as Administrative Agent, dated as of June 19, 2006, recorded August 21, 2006 in CRFN 2006-000-470497.

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SCHEDULE B-1 (CONTINUED)

- (ii) Subordination, Non-Disturbance and Attornment Agreement made by and between Best Buy Stores, LP, as Tenant, Eurohypo AG, New York Branch, as Administrative Agent, as Mortgagee, and C.E. Flushing, LLC, as Landlord, dated as of April 4, 2007, recorded October 29,, 2007 in CRFN 2007-000-544126.
- (c) Lease made by and between C.E. Flushing, LLC, as Landlord, and Marshalls of MA, Inc., as Tenant, dated as of March 16, 2007, as referenced in Memorandum of Lease dated as of March 16, 2007, recorded March 30, 2007 in CRFN 2007-000-165044.

With regard thereto:

- (i) Subordination, Non-Disturbance and Attornment Agreement made by and between Marshalls of MA, Inc., as Tenant, and Eurohypo AG, New York Branch, as Administrative Agent, as Mortgagee, dated as of April 4, 2007, recorded October 29, 2007 in CRFN 2007-000-544127.
- (d) Lease made by and between C.E. Flushing, LLC, as Landlord, and Bed Bath & Beyond Inc., as Tenant, dated as of April 3, 2007 as referenced in Memorandum of Lease dated as of April 3, 2007, recorded July 26, 2007 in CRFN 2007-000-384205.

With regard thereto:

- (i) Subordination, Non-Disturbance and Attornment Agreement made by and between Bed Bath & Beyond Inc., as Tenant, and Eurohypo AG, New York Branch, as Mortgagee, dated as of April 4, 2007, recorded July 26, 2007 in CRFN 2007-000-384206.
- (e) Unrecorded Lease made by and between C.E. Flushing, LLC, as Landlord, and Staples the Office Superstore East, Inc., as Tenant, dated as of March 16, 2007, as referenced in (i) below.

With regard thereto:

- (i) Subordination, Non-Disturbance and Attornment Agreement made by and between Staples the Office Superstore East, Inc., as Tenant, and Eurohypo AG, New York Branch, as Mortgagee, dated as of April 4, 2007, recorded October 29, 2007 in CRFN 2007-000-544128.

SCHEDULE B-1 (CONTINUED)

- (f) Unrecorded Lease made by and between Flushing Town Center III L.P., as Landlord, and Bob's Discount Furniture of NY, LLC, as Tenant, dated as of August 25, 2009, as referenced in (i) below.

With regard thereto:

- (i) Subordination, Non-Disturbance and Attornment Agreement made by and among Flushing Town Center III L.P., as Landlord, Bob's Discount Furniture of NY, LLC, as Tenant, and Eurohypo AG, New York Branch, dated as of August 25, 2009, recorded September 22, 2009 in CRFN 2009-000-306539.
- (g) Unrecorded Lease made by and between Flushing Town Center III L.P., as Landlord, and Old Navy, LLC, as Tenant, dated October 5, 2009, as referenced in (i) below.

With regard thereto:

- (i) Subordination, Non-Disturbance and Attornment Agreement made by and among Flushing Town Center III L.P., as Landlord, Old Navy, LLC, as Tenant and Eurohypo AG, New York Branch, as Mortgagee, dated as of October 5, 2009, recorded October 19, 2009 in CRFN 2009-000-339082.
- (h) Lease made by and between Flushing Town Center III L.P., as Landlord, as SVC Apple, LLC, as Tenant, dated May 14, 2009, as referenced in Memorandum of Lease dated as of May 14, 2009, recorded October 23, 2009 in CRFN 2009-000-346756.

With regard thereto:

- (i) Unrecorded Subordination, Non-Disturbance and Attornment Agreement made by and between SVC Apple, LLC and Eurohypo AG, New York Branch, dated as of May 18, 2009.
- (i) Unrecorded Lease made by and between Flushing Town Center III L.P., as Landlord, and Sky Foods Market, Inc., as Tenant, dated November 10, 2009, as referenced in (i) below.

SCHEDULE B-1 (CONTINUED)

With regard thereto:

- (i) Subordination, Non-Disturbance and Attornment Agreement made by and among Sky Foods Market, Inc. and Eurohypo AG, New York Branch, dated as of November 23, 2009, recorded December 4, 2009 as CRFN 2009-000-398145.

15. Terms, covenants and conditions of the following Environmental Easements and related instruments:

- (a) Environmental Easement Granted Pursuant to Title 36 of Article 71 of the Environmental Conservation Law made by and between Flushing Town Center III, L.P., as Grantor, and The People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation, as Grantee, dated November 16, 2007, recorded December 19, 2007 in CRFN 2007-000-620190.

With regard thereto:

- (i) Notice of Certification of Completion dated January 8, 2008, recorded January 23, 2008 in CRFN 2008-0000-28855.
- (b) Environmental Easement Granted Pursuant to Title 36 of Article 71 of the Environmental Conservation Law made by and between Flushing Town Center III, L.P., as Grantor, and The People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation, as Grantee, dated November 16, 2007, recorded December 19, 2007 in CRFN 2007-000-620191.

With regard thereto:

- (i) Notice of Certification of Completion dated January 8, 2008, recorded January 23, 2008 in CRFN 2008-0000-28854.
- (c) Environmental Easement Granted Pursuant to Title 36 of Article 71 of the Environmental Conservation Law made by and between Flushing Town Center III, L.P., as Grantor, and The People of the State of New York, acting through their Commissioner of the Department of Environmental Conservation, as Grantee, dated November 16, 2007, recorded December 19, 2007 in CRFN 2007-000-620192.

SCHEDULE B-1 (CONTINUED)

With regard thereto:

- (i) Notice of Certification of Completion dated January 8, 2008, recorded January 23, 2008 in CRFN 2008-0000-28856.

With regard to (a), (b) and (c) above:

Subordination of Mortgage Agreement made by and between Flushing Town Center III, L.P., as Fee Owner and Eurohypo AG, New York Branch, as Administrative Agent, as Mortgagee, dated December 17, 2007, recorded January 17, 2008 in CRFN 2008-0000-23914.

- (d) Declaration of Covenants and Restrictions made by and between (i) Flushing Town Center III, L.P. and AFC2, LLC and (ii) Consolidated Edison Company of New York, Inc., dated as of February 1, 2008, recorded May 16, 2008 in CRFN 2008-000-198956.

16. FOR INFORMATION ONLY:

- (a) Zoning Lot Certification dated May 23, 2006, recorded December 20, 2006 in CRFN 2006-000-696036.
- (b) Zoning Lot Description and Ownership Statement made by C.E. Flushing, LLC, dated July 17, 2006, recorded December 20, 2006 in CRFN 2006-000-696035.

17. FOR INFORMATION ONLY:

Consolidated, Amended and Restated Building (Loan) Agreement made by and between Flushing Town Center III, L.P., as Borrower, and Eurohypo AG, New York Branch, et al., as Lender, filed April 11, 2007 under Index No. 84/07, as amended by the following:

- (a) First Amendment to Consolidated, Amended and Restated Building Loan Agreement filed May 7, 2009.
- (b) Second Amendment to Consolidated, Amended and Restated Building (Loan) Agreement filed October 6, 2009.

SCHEDULE B-1 (CONTINUED)

18. The following UCC-1 Financing Statements are filed in the real estate records in Queens County against the premises:
- (a) Filed: May 8, 2007 CRFN 2007-000-240025
Debtor: Flushing Town Center III, L.P.
Secured Party: Eurohypo AG, New York Branch, as Administrative Agent
Covers: Fixtures etc. [see mortgage (4) of mortgage schedule]
 - (b) Filed: May 8, 2007 CRFN 2007-000-240027
Debtor: AFC2, LLC
Secured Party: Eurohypo AG, New York Branch, as Administrative Agent
Covers: Fixtures etc. [see mortgage (7) of mortgage schedule]
 - (c) Filed: May 8, 2007 CRFN 2007-000-240026
Debtor: Flushing Town Center III, L.P.
Secured Party: Eurohypo AG, New York Branch, as Administrative Agent
Covers: Fixtures etc. [see mortgage (13) of mortgage schedule]
 - (d) Filed: May 8, 2007 CRFN 2007-000-240028
Debtor: AFC2, LLC
Secured Party: Eurohypo AG, New York Branch, as Administrative Agent
Covers: Fixtures etc. [see mortgage (15) of mortgage schedule]
19. Searches for judgments, federal tax liens and bankruptcies have been run against the name of Flushing Town Center III, L.P., the certified fee owner of the Units, and examination discloses no returns.
20. RE: Flushing Town Center III, L.P. (a Delaware limited partnership and the certified fee owner of the Units):
- (a) Proof is required of due formation and good standing in the State of Delaware.
 - (b) Proof is required of filing of either the Certificate of Authority pursuant to old Partnership Law §120-a (now repealed) or the Application for Authority pursuant to Partnership Law §121-902, whichever applies.
 - (c) If applicable, proof is required of compliance with the publication requirements set forth in Partnership Law §121-902(d).

SCHEDULE B-1 (CONTINUED)

- (d) The Partnership Agreement together with any amendments must be submitted to this Company at closing.
 - (e) Proof is required at closing that there have been no changes in the Partnership Agreement subsequent to compliance with (d) above.
 - (f) Consent of the general and limited partners as may be required by the Partnership Agreement or by the laws of the State of Delaware.
21. Terms, provisions, covenants, restrictive uses and regulations, conditions and options contained in and rights and easements established by the Declaration of Condominium and By-Laws of Sky View Center Commercial Condominium, dated as of September 9, 2009, recorded October 19, 2009 in CRFN 2009-000-340347, as same may have been amended, but Policy insures against loss or damage occasioned by the premises not being part of a condominium validly created pursuant to Article 9-B of the Real Property Law, as amended.
22. A certificate from the Board of Managers of Sky View Center Commercial Condominium must be furnished at closing stating that there are no unpaid common charges or other liens against the Unit arising by reason of the nonpayment of common expenses.
23. FOR INFORMATION ONLY:
- Notice of Assignment in the amount of \$1,250,000 made by Dunway Services Corp. to JPMorgan Chase Bank, N.A., filed September 30, 2009.
24. Grant of Easement made by Flushing Town Center III L.P. to The City of New York, dated November 2, 2009, recorded November 25, 2009 in CRFN 2009-000-387964 against Old Tax Lot 1.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

1. Building Loan Mortgage and Security Agreement. Originally encumbered the premises, less and except premises designated on the tax map as Old Lot 79, and other premises designated on the tax map as Block 4963, Lot 1, and Block 5060, Lot 62 (collectively, "Other Premises").
-

MORTGAGOR: C.E. Flushing, LLC

MORTGAGEE: The Bank of New York, as Administrative Agent

AMOUNT: \$15,510,000 DATED: as of April 22, 2005

RECORDED: May 18, 2005 CRFN 2005-000-286891

MORTGAGE TAX PAID: \$426,525

See mortgage (4) for consolidation and certification.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

2. Mortgage and Security Agreement. Originally encumbered the premises, less and except Old Lot 79, and Other Premises.
-

MORTGAGOR: C.E. Flushing, LLC

MORTGAGEE: The Bank of New York, as Administrative Agent

AMOUNT: \$29,292,488 DATED: as of February 24, 2006

RECORDED: March 16, 2006 CRFN 2006-000-150869

MORTGAGE TAX PAID: \$820,190.01

Amended and Restated Building Loan Mortgage and Security Agreement made by and between C.E. Flushing, LLC and The Bank of New York, as Administrative Agent, dated as of February 24, 2006, recorded March 16, 2006 in CRFN 2006-000-150870. Consolidates the liens of mortgages (1) and (2) into a single lien in the principal sum of \$44,802,488, spreads the lien of mortgages (1) and (2), as consolidated, to encumber the premises and Other Premises, and amends and restates mortgages (1) and (2), as consolidated.

See mortgage (4) for consolidation and certification.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

3. Mortgage and Security Agreement. Originally encumbered the premises and Other Premises.

MORTGAGOR: C.E. Flushing, LLC

MORTGAGEE: The Bank of New York, as Administrative Agent

AMOUNT: \$9,681,000 DATED: as of October 6, 2006

RECORDED: October 27, 2006 CRFN 2006-000-603080

MORTGAGE TAX PAID: \$271,068

Second Amended and Restated Building Loan Mortgage and Security Agreement made by and between C.E. Flushing, LLC and The Bank of New York, as Administrative Agent, dated as of October 6, 2006, recorded October 27, 2006 in CRFN 2006-000-603082. Consolidates the liens of mortgages (1) through (3) into a single lien in the principal sum of \$54,483,488 and amends and restates mortgages (1) through (3), as consolidated.

Partial Release of Mortgaged Premises given by The Bank of New York, as Administrative Agent, dated as of April 4, 2007, recorded April 25, 2007 in CRFN 2007-000-214764. Releases Other Premises from the lien of mortgages (1) through (3), as consolidated, thereby leaving encumbered the premises.

Assignment of Second Amended and Restated Building Loan Mortgage and Security Agreement made by The Bank of New York, as Administrative Agent, to Eurohypo AG, New York Branch, as Administrative Agent, dated as of April 4, 2007, recorded May 7, 2007 in CRFN 2007-000-237976. Assigns mortgages (1) through (3), as consolidated.

See mortgage (4) for consolidation and certification.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

4. [Building Loan Mortgage and] Agreement of Consolidation and Modification of Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement (Fee and Leasehold Interest), Series I. Encumbers the fee estate of Former Base Lots 1 and 100, the Lot 9001 Ground Lease, the Lot 9002 Ground Lease, and the Lot 9100 Ground Lease.
-

MORTGAGOR: Flushing Town Center III, L.P.

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$65,516,512

DATED: as of April 4, 2007

RECORDED: May 7, 2007

CRFN 2007-000-237977

MORTGAGE TAX PAID: \$1,834,462.01

Consolidates the liens of mortgages (1) through (4) into a single lien in the principal sum of \$120,000,000; spreads mortgages (1) through (4), as consolidated, to encumber the fee estate of Former Base Lots 1 and 100, the Lot 9001 Ground Lease; the Lot 9002 Ground Lease and the Lot 9100 Ground Lease; and modifies mortgages (1) through (4), as consolidated.

Mortgages (1) through (4), as consolidated, can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

5. Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement (Fee and Leasehold Interest), Series II. Encumbers the fee estate of Former Base Lots 1 and 100, the Lot 9001 Ground Lease, the Lot 9002 Ground Lease, and the Lot 9100 Ground Lease.
-

MORTGAGOR: Flushing Town Center III, L.P.

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$91,700,000

DATED: as of April 4, 2007

RECORDED: August 6, 2008

CRFN 2008-000-312776

MORTGAGE TAX PAID: \$1,834,462.01

Mortgage (5) recites that the liens of mortgages (1) through (4), as consolidated, and mortgage (5) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (5) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

-
6. Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement (Fee and Leasehold Interest), Series III. Encumbers the fee estate of Former Base Lots 1 and 100, the Lot 9001 Ground Lease, the Lot 9002 Ground Lease, and the Lot 9100 Ground Lease.
-

MORTGAGOR: Flushing Town Center III, L.P.

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$90,900,000

DATED: as of April 4, 2007

RECORDED: April 7, 2009

CRFN 2009-000-100934

MORTGAGE TAX PAID: \$2,545,200

Mortgage (6) recites that the liens of mortgages (1) through (4), as consolidated, and mortgages (5) and (6) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (6) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

7. Building Loan Mortgage, Assignment of Leases and Rents and Security Agreement (Fee and Leasehold Interest), Series IV. Encumbers the fee estate of Former Base Lots 1 and 100, the Lot 9001 Ground Lease, the Lot 9002 Ground Lease, and the Lot 9100 Ground Lease.
-

MORTGAGOR: Flushing Town Center III, L.P.

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$82,300,000

DATED: as of April 4, 2007

RECORDED: November 6, 2009

CRFN 2009-000-365079

MORTGAGE TAX PAID: \$2,304,400

Mortgage (7) recites that the liens of mortgages (1) through (4), as consolidated, and mortgages (5), (6) and (7) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (7) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

-
8. Collateral (Building Loan) Mortgage, Assignment of Leases and Rents and Security Agreement (Fee Interest), Series I. Encumbers the fee estate of Lots 9001, 9002, and 9100.
-

MORTGAGOR: AFC2, LLC

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$120,000,000

DATED: as of April 4, 2007

RECORDED: May 7, 2007

CRFN 2007-000-237980

MORTGAGE TAX PAID: \$0

Mortgage (8) recites that the liens of mortgages (1) through (4), as consolidated, and mortgages (5) through (8) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (8) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

-
9. Collateral (Building Loan) Mortgage, Assignment of Leases and Rents and Security Agreement (Fee Interest), Series II. Encumbers the fee estate of Lots 9001, 9002, and 9100.
-

MORTGAGOR: AFC2, LLC

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$91,700,000

DATED: as of April 4, 2007

RECORDED: August 6, 2008

CRFN 2008-000-312777

MORTGAGE TAX PAID: \$0

Mortgage (9) recites that the liens of mortgages (1) through (4), as consolidated, and mortgages (5) through (9) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (9) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

10. Collateral (Building Loan) Mortgage, Assignment of Leases and Rents and Security Agreement (Fee Interest), Series III. Encumbers the fee estate of Lots 9001, 9002, and 9100.

MORTGAGOR: AFC2, LLC

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$90,900,000 DATED: as of April 4, 2007

RECORDED: April 7, 2009 CRFN 2009-000-100935

MORTGAGE TAX PAID: \$0

Mortgage (10) recites that the liens of mortgages (1) through (4), as consolidated, and mortgages (5) through (10) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (10) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

11. Collateral (Building Loan) Mortgage, Assignment of Leases and Rents and Security Agreement (Fee Interest), Series IV. Encumbers the fee estate of Lots 9001, 9002, and 9100.

MORTGAGOR: AFC2, LLC

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$82,300,000

DATED: as of April 4, 2007

RECORDED: November 6, 2009

CRFN 2009-000-365080

MORTGAGE TAX PAID: \$0

Mortgage (11) recites that the liens of mortgages (1) through (4), as consolidated, and mortgages (5) through (11) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (11) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

12. Project Loan Mortgage and Security Agreement. Originally encumbered the premises, less and except Old Lot 79, and Other Premises.

MORTGAGOR: C.E. Flushing, LLC

MORTGAGEE: The Bank of New York, as Administrative Agent

AMOUNT: \$9,490,000 DATED: as of April 22, 2005

RECORDED: May 18, 2005 CRFN 2005-000-286893

MORTGAGE TAX PAID: \$260,975

See mortgage (15) for consolidation and certification.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

13. Mortgage and Security Agreement. Originally encumbered the premises, less and except Old Lot 79, and Other Premises.

MORTGAGOR: C.E. Flushing, LLC

MORTGAGEE: The Bank of New York, as Administrative Agent

AMOUNT: \$18,184,077 DATED: as of February 24, 2006

RECORDED: March 16, 2006 CRFN 2006-000-150871

MORTGAGE TAX PAID: \$509,154.81

Amended and Restated Project Loan Mortgage and Security Agreement made by and between C.E. Flushing, LLC and The Bank of New York, as Administrative Agent, dated as of February 24, 2006, recorded March 16, 2006 in CRFN 2006-000-150872. Consolidates the liens of mortgages (12) and (13) into a single lien in the principal sum of \$27,674,077; spreads mortgages (12) and (13), as consolidated, to encumber the premises and Other Premises; and amends and restates mortgages (12) and (13), as consolidated.

See mortgage (15) for consolidation and certification.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

14. Mortgage and Security Agreement. Originally encumbered the premises and Other Premises.

MORTGAGOR: C.E. Flushing, LLC

MORTGAGEE: The Bank of New York, as Administrative Agent

AMOUNT: \$10,319,000 DATED: as of October 6, 2006

RECORDED: October 27, 2006 CRFN 2006-000-603081

MORTGAGE TAX PAID: \$288,932

Second Amended and Restated Project Loan Mortgage and Security Agreement made by and between C.E. Flushing, LLC and The Bank of New York, as Administrative Agent, dated as of October 6, 2006, recorded October 27, 2006 in CRFN 2006-000-603083. Consolidates the liens of mortgages (12) through (14) into a single lien in the principal sum of \$37,996,077 and amends and restates mortgages (12) through (14), as consolidated.

Partial Release of Mortgaged Premises given by The Bank of New York, as Administrative Agent, dated as of April 4, 2007, recorded April 25, 2007 in CRFN 2007-000-214765. Releases Other Premises from the lien of mortgages (12) through (14), as consolidated, thereby leaving encumbered the premises.

Assignment of Second Amended and Restated Project Loan Mortgage and Security Agreement made by The Bank of New York, as Administrative Agent, to Eurohypo AG, New York Branch, as Administrative Agent, dated as of April 4, 2007, recorded May 7, 2007 in CRFN 2007-000-237978. Assigns mortgages (12) through (14), as consolidated.

See mortgage (15) for consolidation and certification.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

15. [Project Loan Mortgage and] Agreement of Consolidation and Modification of Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement (Fee and Leasehold Interest), Series I.. Encumbers the fee estate of Former Base Lots 1 and 100, the Lot 9001 Ground Lease, the Lot 9002 Ground Lease, and the Lot 9100 Ground Lease.

MORTGAGOR: Flushing Town Center III, L.P.

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$17,006,923 DATED: as of April 4, 2007

RECORDED: May 7, 2007 CRFN 2007-000-237979

MORTGAGE TAX PAID: \$476,193.21

Consolidates the liens of mortgages (12) through (15) into a single lien in the principal sum of \$55,000,000; spreads mortgages (12) through (15), as consolidated, to encumber the fee estate of Former Base Lots 1 and 100, the Lot 9001 Ground Lease, the Lot 9002 Ground Lease, and the Lot 9100 Ground Lease; and modifies mortgages (12) through (15), as consolidated.

Mortgages (12) through (15), as consolidated, can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

16. Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement (Fee and Leasehold Interest), Series II. Encumbers the fee estate of Former Base Lots 1 and 100, the Lot 9001 Ground Lease, the Lot 9002 Ground Lease, and the Lot 9100 Ground Lease.

MORTGAGOR: Flushing Town Center III, L.P.

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$8,300,000

DATED: as of April 4, 2007

RECORDED: March 20, 2008

CRFN 2008-000-113637

MORTGAGE TAX PAID: \$232,400

Mortgage (16) recites that the liens of mortgages (12) through (15), as consolidated, and mortgage (16) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (16) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

17. Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement (Fee and Leasehold Interest), Series III. Encumbers the fee estate of Former Base Lots 1 and 100, the Lot 9001 Ground Lease, the Lot 9002 Ground Lease, and the Lot 9100 Ground Lease.

MORTGAGOR: Flushing Town Center III, L.P.

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$9,100,000

DATED: as of April 4, 2007

RECORDED: December 2, 2008

CRFN 2008-000-461703

MORTGAGE TAX PAID: \$254,800

Mortgage (17) recites that the liens of mortgages (12) through (15), as consolidated, and mortgages (16) and (17) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (17) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

18. Project Loan Mortgage, Assignment of Leases and Rents and Security Agreement (Fee and Leasehold Interest), Series IV. Encumbers the fee estate of Former Base Lots 1 and 100, the Lot 9001 Ground Lease, the Lot 9002 Ground Lease, and the Lot 9100 Ground Lease.

MORTGAGOR: Flushing Town Center III, L.P.

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$17,700,000 DATED: as of April 4, 2007

RECORDED: August 3, 2009 CRFN 2009-000-239236

MORTGAGE TAX PAID: \$495,600

Mortgage (18) recites that the liens of mortgages (12) through (15), as consolidated, and mortgages (16) through (18) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (18) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

19. Collateral (Project Loan) Mortgage, Assignment of Leases and Rents and Security Agreement (Fee Interest), Series I. Encumbers the fee estate of Lots 9001, 9002, and 9100.

MORTGAGOR: AFC2, LLC

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$55,000,000

DATED: as of April 4, 2007

RECORDED: May 7, 2007

CRFN 2007-000-237981

MORTGAGE TAX PAID: \$0

Mortgage (19) recites that the liens of mortgages (12) through (15), as consolidated, and mortgages (16) through (19) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (19) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

20. Collateral (Project Loan) Mortgage, Assignment of Leases and Rents and Security Agreement (Fee Interest), Series II. Encumbers the fee estate of Lots 9001, 9002, and 9100.

MORTGAGOR: AFC2, LLC

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$8,300,000

DATED: as of April 4, 2007

RECORDED: March 20, 2008

CRFN 2008-000-113638

MORTGAGE TAX PAID: \$0

Mortgage (20) recites that the liens of mortgages (12) through (15), as consolidated, and mortgages (16) through (20) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (20) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

21. Collateral (Project Loan) Mortgage, Assignment of Leases and Rents and Security Agreement (Fee Interest), Series III. Encumbers the fee estate of Lots 9001, 9002, and 9100.

MORTGAGOR: AFC2, LLC

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$9,100,000

DATED: as of April 4, 2007

RECORDED: December 2, 2008

CRFN 2008-000-461704

MORTGAGE TAX PAID: \$0

Mortgage (21) recites that the liens of mortgages (12) through (15), as consolidated, and mortgages (16) through (21) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (21) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

TITLE NO. TA#09(06)484A

MORTGAGE

This certificate does not purport to show all the terms and provisions of the following mortgage(s). Interested parties should communicate with the holder(s) thereof to consider the terms thereof, the obligation(s) secured thereunder and the effect of any unrecorded agreements in modification thereof.

22. Collateral (Project Loan) Mortgage, Assignment of Leases and Rents and Security Agreement (Fee Interest), Series IV. Encumbers the fee estate of Lots 9001, 9002, and 9100.

MORTGAGOR: AFC2, LLC

MORTGAGEE: Eurohypo AG, New York Branch, as Administrative Agent

AMOUNT: \$17,700,000

DATED: as of April 4, 2007

RECORDED: August 3, 2009

CRFN 2009-000-239237

MORTGAGE TAX PAID: \$0

Mortgage (22) recites that the liens of mortgages (12) through (15), as consolidated, and mortgages (16) through (22) shall be equal and coordinate and shall secure the same obligations on a pari passu basis.

Mortgage (22) can be satisfied or assigned by: EUROHYPO AG, NEW YORK BRANCH, AS ADMINISTRATIVE AGENT.

